



Calaveras Foothills Fire Safe Council

P.O. Box 812
Murphys, CA 95247

REQUEST FOR PROPOSALS FOR CONTRACTED SERVICES TO THE CALAVERAS FOOTHILLS FIRE SAFE COUNCIL

RELEASE DATE: September 26, 2023

CLOSING DATE: Proposals must be mailed or emailed to the address below and postmarked no later than 10/23/2023

PROJECT TITLE: Sheep Ranch Fuel Break Maintenance Project

CONTACT PERSON:

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INTRODUCTION

The Calaveras Foothills Fire Safe Council (CFFSC) has received grant funding from the California Climate Investments Grant Program (CCI Grant Program). The proposed project will reduce hazardous fuel loading and create a 300-foot wide shaded fuel break around the community of Sheep Ranch in Calaveras County. The project area is approximately 73 acres in size. The project area ranges in elevation from approximately 2,285 to 2,737 feet in elevation. The objective of the project is to reduce hazardous fuel loading and create a shaded fuel break around the community of Sheep Ranch, maintaining and improving an existing fuel break established during the 2015 Butte Fire. The project area is in an urban interface setting. Vegetation at the site would best be described as Sierra Mixed Conifer and oak woodland. Overstory tree species consist primarily of ponderosa pine, incense cedar, sugar pine, California black oak, gray pine, canyon live oak, valley oak, and interior live oak with an understory of dense manzanita, ceanothus, toyon, yerba santa, blackberry, and poison oak. Due to historic tree mortality, portions of the project area have significant fuel loads of down pine logs. Surface and ladder fuels will be reduced or modified by mastication, chipping, or by hand cutting, piling, and burning. Mastication may be conducted by a variety of track laying type tractors. Hand work for chipping, as well as piling and burning will be conducted by hand crews using chainsaws and other hand tools. Trees less than 12-inches in diameter at breast height (dbh), surface fuels, and ladder fuels will be removed to

achieve a target residual tree spacing of 25 to 30-feet between stems. Residual trees will be pruned to a height of approximately 10feet above ground level. Dead trees of any size may be removed and chipped, piled and burned, or masticated. Masticated or chipped material will be left on site. The reduction in vegetation will create an open and parklike shaded fuel break condition that will minimize fire behavior and create a stand structure that is resistant to stand replacing fires.

This project will expire on October 13, 2024.

Project visits will be scheduled on October 12th, 2023, 1:00 PM at the Central Calaveras Fire Station #5 11309 Sheep Ranch Rd. Sheep Ranch Ca. 95246.

Project maps, shape files and all related CEQA documents can be found at the following Dropbox link:

<https://www.dropbox.com/scl/fo/v3074cgxphsplawzq67yi/h?rlkey=t5bokwtaqmp2fqtlcpgavahg&dl=0>

It is the Contractors responsibility to read and understand the RFP, Maps and CEQA Documentation. A project manager will be assigned to the project for any questions.

RESPONSIBILITIES / SCOPE OF WORK

WORK SPECIFICATIONS:

(a) GENERAL

- (1) Mastication head mounted on equipment with steel or rubber tracks. Equipment may be excavator type or tractor type. Masticating heads may be rotating drums or discs.
- (2) With exception of wildlife and streamside leave areas, all brush, slash, and conifers within the treatment area shall be treated. All woody material less than a stem diameter of 12 inches, or a branch diameter of 6 inches shall be shredded. The remaining boles may remain in place.
- (3) The contractor shall provide for public safety when operating equipment within 200 feet of structures and open roadways. The Contractor shall be responsible for obtaining and following all safety procedures policies, laws and regulations required by the state, county, and private roadways for the safe operation of equipment necessary to complete the contract.
- (4) Equipment shall be operated such that shredded material stays within the treatment unit and is not distributed on roads, structures, private property, protected sites, improvements, telephone lines, established trails, stock driveways, fence lines, established land corners, or other improvements.
- (5) The contractor shall remove all shredded material or debris resulting from contract operations that is distributed outside of treatment unit or on roads, structures, private property, protected sites, improvements, telephone lines, established trails, stock driveways, fence lines, established land corners or other improvements.

(6) All ephemeral drainages within unit boundaries shall have non-riparian brush and non-residual conifers shredded completely (or removed as biomass), (no buffer zone) unless otherwise designated.

(7) Riparian vegetation shall not be shredded, cut, or damaged. While conducting field work in the project area no nesting birds were observed. Operations will primarily be conducted in the fall, winter, and spring when fire danger has abated. The California Department of Fish and Wildlife (CDFW) was contacted regarding this project. CDFW recommended conducting a survey for nesting birds if operations are conducted between February 1 and August 31. If an active nest is discovered during operations, the nest tree and appropriate screening trees shall be retained. A query of the California Natural Diversity Database (CNDDDB) did not indicate the presence of any rare, threatened, or endangered bird species within the proposed project area, and none were detected during pre-project field work. If any special status bird species are detected during operations, they will be protected through maintaining a 5-acre buffer while the nest is occupied. Removal of competing vegetation will increase growing space for residual trees and will protect habitat by making the stand resistant to stand replacing type fires.

(8) Soils in the operating area must be dry enough to prevent rutting by a single pass of the equipment.

(9) Contractor's equipment shall not enter or cross meadows, "wet" stream channels, or other non-work areas, except by prior, written agreement with Contracting Officer or Representative.

(b) BRUSH TREATMENT

(1) All brush within the designated units shall be shredded (or removed as biomass) EXCEPT brush growing so close to adjacent leave trees that attempted brush removal would cause damage to the leave tree (generally 12 inches or closer to the bole of residual tree).

(2) All residue from shredding (or biomass removal) operations shall be arranged so that it does not exceed 12 inches in depth above ground in any area larger than 400 sq. ft. Overall depth of shredded material shall not average more than 8 inches in height measured from ground level.

(c) CONIFER AND OAK TREE AND SLASH TREATMENT

(1) Shred all live trees less than 12 inches DBH. Create no openings larger than 50 ft x 50 ft spacing. The remaining boles may remain in place.

(2) Large areas with trees less than 12 inches DBH, crown spacing shall be 20 feet apart. Note: pines and cedars are preferred.

(3) Slash heights for brush and other woody slash shall meet same specifications contained in section (b) (2). Severed treetops are slash under this clause.

(4) No dead conifers (snags) greater than 15 inches DBH shall be cut except for roadside hazard trees or others designated by the Contracting Officer or Representative.

(d) PRUNING

(1) All leafy tree limbs and dead limbs shall be flush cut to the bole to a 10-foot height or leave a minimum of 50% of a live crown. Pine limbs shall be flush cut to the bole to a 10-foot height or leave a minimum of 60% of live growth.

(e) OPERATIONS

(1) Contractor shall limit treatment operations to the hours of between 7:00 am and 7:00 pm, Monday thru Saturday. Servicing and maintenance of machinery and equipment is excluded from this limitation.

(2) Contractor will be responsible for monitoring red flag days, during these days operations will not be allowed. Exceptions will require specific approval by Contracting Officer.

(3) Water bars in skid trails, fire lines, and roads disturbed by the Contractor shall be restored to condition prior to damage at the Contractor's expense.

(f) PROTECTION OF IMPROVEMENTS

(1) Protection of Improvements. Contractor shall protect roads and other improvements, such as trails, telephone lines, ditches, and fences, existing in the operating area and determined to have a continuing need or use. Contractor shall make timely restoration of any such improvements damaged by Contractor's operations.

(2) Protection of Land Survey Monuments. Contractor shall protect all known survey monuments and reference monuments against avoidable destruction, obliteration, or damage during Contractor's operations. If any known and designated monuments, corners, or accessories are destroyed, obliterated, or damaged by Contractor's operations, Contractor shall hire a registered land surveyor to establish or restore at the same location the monuments, corners, or accessories. Contractor shall record such survey in the appropriate county records.

(g) PROTECTION OF RESOURCES.

(1) Protection of Cultural Resources. Location of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology, and culture, shall be identified on the ground, and shown to the Contractor before work commences. Discovery of new sites or objects by either party shall be promptly reported to the other party and may result in contract modification. Contractor shall protect, by AVOIDANCE, all known and identified historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture against destruction, removal, or damage during Contractor's operations. The Contractor shall immediately halt and notify the Contract Officer or Representative if damage occurs.

(2) Protection of Residual Trees. Contractor's operations shall not damage leave trees. Damage of more than 2% of residual trees within any given acre will be excessive and a penalty of \$200 per tree may be imposed.

(3) Equipment shall be limited to slopes less than 40% unless agreed to by Contracting officer.

(4) The proposed project contains several seasonal watercourses that do not provide aquatic habitat. A 25-foot equipment limitation zone (ELZ) has been provided adjacent to these watercourses. The ELZ has been designated by centerline flagging these watercourses with blue and white striped ribbon. No equipment shall enter the ELZ except to cross at existing crossing locations. Surface and ladder fuels may be cut by hand within the ELZ. No pile burning shall be conducted within the bed, bank, or channel of the watercourses. These watercourses are labeled on the attached map as Class III watercourses.

(5) The project area contains one watercourse segment that could provide habitat to non-fish aquatic resources. A minimum 50-foot equipment exclusion zone (EEZ) has been flagged with solid blue ribbon adjacent to this watercourse. Equipment shall be excluded within the flagged EEZ. Surface and ladder fuels within the EEZ shall be cut by hand and removed from the EEZ for treatment or lopped and scattered within the EEZ to a maximum depth of 6-inches from the ground. This watercourse segment is labeled on the attached map as a Class II watercourse. Pinoche Creek provides habitat for non-fish aquatic species but is located on Bureau of Land Management property outside of the project area.

(6) There is one small pond identified in the project area. The pond is approximately 10-feet in diameter and almost dry. The pond is filled with logs and choked with blackberries. A 50-foot equipment exclusion zone is provided around the pond, designated by solid blue ribbon. Masticated and chipped material outside of the flagged EEZs will provide effective erosion control. There are no other watercourses within the project area. The project has been carefully designed to avoid potential impacts to water quality. There will not be adverse impacts to water quality.

(h) PROTECTION OF SENSITIVE SPECIES

(1) 9-quadrangle search of the California Natural Diversity Database (CNDDDB) was conducted for the Murphys quadrangle, and a biological scoping was completed to evaluate the potential for sensitive species to be located within the proposed project area. The results of the biological scoping for this project have been included as an attachment to this report. A query of the CNDDDB did not indicate the presence of any rare, threatened, or endangered species within the proposed project area, and none were detected during pre-project field work. The California Department of Fish and Wildlife (CDFW) was contacted regarding this project. CDFW recommended conducting a survey for nesting birds if operations are conducted between February 1 and August 31. If an active nest is discovered during operations, the nest tree and appropriate screening trees shall be retained.

(2) A query of the California Natural Diversity Database (CNDDDB) did not indicate the presence of any rare, threatened, or endangered bird species within the proposed project area, and none were detected during pre-project field work. If any special status bird species are detected during operations, they will be protected through maintaining a 5-acre buffer while the nest is occupied. Potential habitat exists for yellow-

lipped pansy monkeyflower and Parry's horkelia. Surveys for these species were conducted during the appropriate blooming period in 2023, and the plants were not detected within the project area. If these species are identified within the project area during the blooming period any year of operations, they will be avoided using a 25-foot Equipment Exclusion Zone (EEZ). Vegetation within the EEZ will be cut by hand and removed for treatment outside of the EEZ. The Central California Water Quality Control Board was notified of the project but did not have any recommendations. DocuSign Envelope ID: F6D56FBD-144A-4FB5-84E0-0EF626C8AA5C

Other responsibilities of the Contractor include:

1. Contractor will work with the CFFSC to ensure compliance with the guidelines, conditions, and criteria of the grant.
2. Contractor will include enough layout time and supervision time in bid to assure public safety and compliance with property owner and CFFSC requirements.
3. Contractor will be sensitive to and responsive to property owner's desires within the objectives of the Grant and this contract.
4. Contractor will be responsible for crew's safety and sanitation needs.
5. Contractor shall comply with all established administrative processes (monthly contractor's reports and invoicing) of the CFFSC. **Payments will be made within 30 days of receiving funds from the State of California. In years past this process has taken between 60-90 days.**
6. Contractor shall attend a site visit to correctly evaluate and bid the project.
7. **Contractor shall take before and after digital pictures of job site.**
8. Contractor will be responsible for all scheduling of work.
9. There shall be no public relations, news filming or press releases on the project without permission from the Fire Safe Council Project Manager and the Property Owner.
10. Contractor will protect any areas from disturbance that have been identified as an archaeological site, endangered plant or animal habitat, ornamental landscaping, or watercourses. These areas, if any, will be discussed at the pre-operations meeting and will be flagged with orange and black striped flagging as equipment exclusion zones.
11. The project area is within a High Fire Hazard Severity Zone (FHSZ). All operations will follow CAL FIRE guidelines for fire tools and operations. Mastication operations during fire season will have a fire wagon or truck with a minimum of 300 gallons of water on site. All crews will be equipped with the appropriate fire tools in acceptable condition. During Red Flag warnings no operations will occur.

12. Contractor will be responsible for ensuring protection of structures, property improvements, power lines and other utilities.
13. Work under this Agreement shall be completed no later than October 23, 2023. Must pass inspection by CFFSC or their representative.

EVALUATION

Members of the CFFSC and the Project Manager will evaluate contractors' performance.

PROPOSAL FORMAT

A qualifying proposal must address all the following items:

1. Cover Sheet with the following information:
 - a. Title of Proposal
 - b. Name and Address of Company
 - c. Contact person, Telephone Number and Fax Number.
2. Understanding of the Project: The contractor shall provide a brief response that demonstrates an understanding of the project parameters.
3. Approach and Objectives: The contractor shall briefly outline how their proposal will be responsive to the Scope of Work.
4. Qualifications of Key Personnel: The contractor shall provide the names of the key people who will be working on this project, their role in the project, and a synopsis of their experience relevant to these roles. Expertise in the development of fuel breaks is highly desirable.
5. References: The contractor shall provide a minimum of three recent references from similar or related projects, including an appropriate contact name, telephone number and e-mail address (if available).
6. Cost Proposal: The contractor shall provide a per acre cost that covers all work and responsibilities described in the Project Description and Scope of Work.
7. Driving Record and Insurance: Contractor must maintain a valid driver's license. The *successful applicant* must provide proof of current auto, liability, and workmen's compensation insurance.
 - a. Commercial Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by the Contractor. One million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.
 - b. Worker's Compensation coverage: Contractor shall maintain workers' compensation insurance for all its employees.

- c. Commercial General Liability Insurance of not less than One Million dollars (\$1,000,000) combined single limit per occurrence for personal injury liability, bodily injury, and property damage. One million dollars (\$1,000,000) aggregate.
- d. Calaveras Foothills Fire safe Council shall be named as “Additionally Insured” on the certificates of insurance for the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance.

PROPOSAL SUBMISSION

Proposal must be mailed to the Calaveras Foothills Fire Safe Council, P. O. Box 812, Murphys, CA 95247 and postmarked no later than **October 23, 2023**. Proposals can be emailed but must be received by the same date and sent to info@calaverasfiresafecouncil.org. Receipt of the proposal will be acknowledged via email. No proposals will be accepted after this deadline. Address any questions to the contact person listed on the first page.

NONDISCRIMINATION

The program or activities conducted under this agreement will follow the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, marital or family status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Agriculture or any agency thereof.