MENDOCINO COUNTY RESOURCE CONSERVATION DISTRICT

Resource Conservation District
Mendocino County

INVITATION TO BID

FOR THE

UKIAH VALLEY FIRE FUELS REDUCTION PROJECT

ADMINISTERED BY THE

MENDOCINO COUNTY RESOURCE CONSERVATION DISTRICT
and MENDOCINO COUNTY FIRE SAFE COUNCIL

INVITATION TO BID POSTED: November 8, 2019

BID PROPOSAL DEADLINE: 3:00 pm December 5, 2019

MEGAN MCCLUER, EXECUTIVE DIRECTOR

DATE APPROVED 11/8/2019
INVITATION TO BID

This invitation to bid is for a time and materials contract to assist with fire fuels reduction in selected locations in the greater Ukiah Valley. This project involves shaded fuel breaks, roadside clearing, and community chipper days. The goal of the contract is to complete as much of the proposed work as possible with the available funding. Please refer to the map in Exhibit A in Section 8.2 on page 40 for an overview of the proposed work.

Sealed proposals will be received by the Mendocino County Resource Conservation District, State of California, until the hour of 3:00 PM on December 5, 2019. At that time, bids submitted prior to the deadline will be publicly opened and read aloud in the office of the Mendocino County Resource Conservation District, 410 Jones Street, Suite C-3, Ukiah, California 95482 (telephone 707-462-3664) for operations in accordance to the specifications as described herein.

Specifications, forms, and contract documents may be viewed at the office of the Mendocino County Resource Conservation District, 410 Jones Street, Suite C-3, Ukiah, California 95482.

Bids are required for the entire work described herein.

Contractors shall possess the following valid license issued by the State of California at the time the bid is submitted, and this contract is awarded:

    CSLB Tree Service Contractor – D-49
    Or
    CAL FIRE Licensed Timber Operator – A

The anticipated operation period of this contract is from January 2, 2020 to April 30, 2021.

Inquiries regarding this bid package should be made to:

    directorfiresafe@pacific.net

Only written inquiries will be accepted.

Total Project Estimate:
$1,000,000.
SECTION 1. GENERAL INFORMATION

1.1. PURPOSE AND DESCRIPTION OF SERVICES

The Mendocino County Resource Conservation District (hereinafter MCRCD) and its non-profit arm, the Mendocino County Fire Safe Council (hereinafter MCFSC), which operates under the fiscal sponsorship of MCRCD, are managing a project to reduce fire fuels, create shaded fuel breaks, perform roadside clearing, and hold neighborhood chipper days. The map in Exhibit A on page 40 shows target areas for this project, and further details are provided in Section 8.1 on page 38 SCOPE OF WORK.

A. Four individual shaded fuel breaks near populated areas will create buffers up to 200 feet wide in four locations.

B. Road clearing is the cutting and chipping of small trees, lower limbs, and brush to remove roadside vegetation and reduce ladder fuels, in order to improve the ingress of emergency response personnel and improve the egress and evacuation of the public in the event of an emergency. Road clearing is to be done along 18.1 miles of public and private roads.

C. Community chipper days will focus on neighborhoods most at risk in the Wildland-Urban Interface (WUI) area, chipping assembled branches and brush (cut and piled by volunteers) along public and private roadways.

1. CONTRACTOR is advised that wet weather may stop or delay the work unless the Project Manager determines that productive work can be accomplished without causing damage to the site.

2. This Project requires prevailing wage be paid to workers and will be subject to certified payroll compliance. Note that employees may work more than eight (8) hours per day but must be paid overtime for each hour beyond eight (8). Work schedules of four 10-hour workdays will require payment of two (2) hours overtime for each day worked.

3. CONTRACTOR must be registered with California Department of Industrial Relations to bid on this project.

4. This Project requires a performance bond and a payment bond, each for 100% of the contracted bid amount. Bonds will be due upon signing of contract with CONTRACTOR.

1.2. LOCATION OF WORK

This project will take place on public and private roads in the greater Ukiah Valley area. The map in Exhibit A on page 40 shows target locations.
1.3. TIME SCHEDULE

All bidders shall adhere to the timetable noted below:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation to Bid made available</td>
<td>November 8, 2019</td>
</tr>
<tr>
<td>Bid submittal is due by 3:00 PM</td>
<td>December 5, 2019</td>
</tr>
<tr>
<td>Bid opening to be held at 3:15 PM</td>
<td>December 5, 2019</td>
</tr>
<tr>
<td>Notification of Award of Agreement to successful bidder</td>
<td>December 12, 2019</td>
</tr>
<tr>
<td>Target date to begin work</td>
<td>January 2, 2020</td>
</tr>
<tr>
<td>Expected end date for work</td>
<td>April 30, 2021</td>
</tr>
</tbody>
</table>

Technical questions must be submitted in writing and received by MCRCD via email to mcfsc.pm@gmail.com on or before the close of business on Tuesday, November 19 at 5:00 PM. No questions will be answered by phone, mail, or fax. MCRCD will post replies on the FireSafeMendocino.org website by Friday, November 22 at 5:00 PM for access to all prospective bidders.

1.4. SUBMISSION OF BIDS

One original set and three copies are required. Original signed documents and three copies in a sealed package must be received by 3:00 PM on December 5, 2019 at the address listed below:

Mendocino County Resource Conservation District
UKIAH VALLEY FIRE FUELS REDUCTION PROJECT
Attn: MCFSC Executive Director
410 Jones Street, Suite C-3
Ukiah, CA 95482

All bids shall include the following originally signed documents in the following order:

- Bid Schedule
- Bid Summary Sheet
- Experience
- List of Subcontractors
- Public Contract Code Section 10285.1
- Statement Non-Collusion Affidavit

Bids without signatures on the above documents shall be deemed non-responsive and rejected.

1. All bids are to be sent to Mendocino County Resource Conservation District (MCRCD) within the time frame indicated under Section 1.3 Time Schedule. Bids received after the due date and time will be rejected as non-responsive.

2. All bids must be submitted under sealed cover. The sealed cover must be plainly marked with “Ukiah Valley Fire Fuels Reduction Project,” must show the bidder’s business name and address, and must be marked with “DO NOT OPEN.”
3. MCRCD does not accept alternate language from a bidder. A bid with such language will be considered a counter-proposal and will be rejected.

4. A bid may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. MCRCD may waive any immaterial deviation in a bid. MCRCD’s waiver of immaterial defect shall in no way modify the Invitation to Bid (ITB) document or excuse the bidder from full compliance with the objectives if awarded the Agreement. MCRCD may reject all bids if deemed necessary.

5. Costs for developing bids and preparation of award of the Agreement are entirely the responsibility of the BIDDER and shall not be chargeable to MCRCD.

6. This ITB shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid shall be rejected.

7. A bidder may withdraw bid by submitting a written request for its withdrawal to MCRCD, signed by the BIDDER or an agent authorized. BIDDER may thereafter submit a new bid before the bid submission deadline. Modification of a bid offered in any other manner, oral or written, will not be considered. Bids may not be withdrawn after the bid due date. Bids received after the due date and time will be rejected as non-responsive.

8. MCRCD may modify the ITB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package. BIDDERs who received the addendum(s) must include confirmation that the addendum was received in their bid packet.

9. MCRCD reserves the right to reject any and all bids.

10. All information and documentation submitted to MCRCD for this ITB, excluding financial and proprietary information clearly identified in the qualifications and proposal, shall become public documents subject to the Public Records Act, and made available to the public upon request.

11. Bidders are cautioned to not rely on MCRCD during the evaluation, to discover and report to the bidder all defects and errors in the bidder’s submitted documents. BIDDER should carefully proofread their documents for errors and adherence to the Invitation to Bid requirements before submitting them.

1.5. SELECTION PROCESS

1. The award of the contract, if awarded, will be to the BIDDER who has demonstrated appropriate experience and can complete this project at the lowest reasonable cost for the scope of work.
2. Bids that contain false or misleading information or provide references that do not support an attribute or condition claimed by the bidder may be rejected. If, in the opinion of MCRCD, information was intended to mislead MCRCD in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this ITB, it will be the basis for rejection of the bid.

3. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this ITB.

### 1.6. EVALUATION CRITERIA

MCRCD will evaluate each bid to determine the bidder’s qualifications. For this project the following evaluation criteria will be considered:

1. Budget (50%)
2. Prior experience and past performance (30%)
3. Social, environmental, and community benefit (20%)

#### Budget (50%)

The MCRCD seeks the lowest responsible bid that implies a realistic and achievable budget without burden to either party. This section is addressed in Section 7.2 Bid Summary Sheet (page 30).

#### Prior experience and Past Performance (30%)

MCRCD requires evidence that the contractor has the ability and capacity to successfully perform the Statement of Work. The MCRCD will examine whether the firms have done similar work before, and how well they have performed that work. The MCRCD considers each firms’ performance records to help ensure that taxpayer dollars go to reliable and capable contractors. Small and/or new firms without relevant experience or past performance history are encouraged to seek subcontracting opportunities by working with a more established contractor including a formal mentor-protégé role. This bid component is addressed in Section 2.7 Experience (page 11).

#### Social, environmental, and community benefit (20%)

Bids that include local contractors, who employ local residents, is an important consideration for this work. In addition, the County and MCRCD value sustainable environmental practices, so consideration of the firm’s impact on the natural resources throughout the project is important, such as reduced greenhouse gas emissions by not traveling long distances to perform the work. Larger companies are encouraged to include formal mentor-protégé roles with smaller or start-up local entities familiar with the project area. This section is addressed in the Section 7.4 List of Subcontractors (page 35).

### 1.7. DISPOSITION OF BIDS

1. All documents submitted in response to this ITB will become the property of MCRCD and may be returned only at the bidder's expense.
2. Upon bid opening, all documents submitted in response to this ITB will become the property of MCRCD and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

1.8. STANDARD CONDITIONS OF SERVICE

1. MCRCD is inviting bids from California licensed tree service contractors and CAL FIRE licensed timber operators to provide equipment with operators and laborers to perform project tasks. The tasks are briefly described in Section 1.1 Purpose and Description of Services, and in more detail in Section 8.1 SCOPE OF WORK. MCRCD has anticipated the type of equipment required to perform work at the sites; however, CONTRACTOR is not limited to the equipment listed.

2. Work on this project shall not commence until the Agreement for Services between MCRCD and CONTRACTOR is fully executed, Performance and Bid Bonds have been submitted, and all permits have been obtained if applicable. If the Contractor fails to commence work within fifteen (15) calendar days of the Notice to Proceed, MCRCD reserves the right to terminate the Agreement for Services with CONTRACTOR.

3. All performance under the Agreement for Services shall be completed on or before the termination date of the Agreement unless this Agreement is amended by MCRCD to extend the term. Unreasonable delays by CONTRACTOR to begin the project or to diligently prosecute the scope of work shall be cause for MCRCD to cancel the contract and engage the second ranked bidder in the project.

4. No oral understanding or agreement shall be binding on either party.

5. CONTRACTOR shall possess an active license of the appropriate classification:

   CSLB Tree Service Contractor – D-49
   Or
   CAL FIRE Licensed Timber Operator – A

6. Pursuant to Section 1733 of the Labor Code, the Director of California Department of Industrial Relations has determined the general prevailing rate of wages. BIDDER should contact the Department of Industrial Relations at (415) 703-4281 for General Prevailing Wage Rates on specific job classifications. Future effective wage rates, which have been predetermined, are on file with the California Department of Industrial Relations. Bidders are advised that if they intend to use a craft or classification not on file in the general wage determinations, they may be required to pay the wage rate of that craft of classification most closely related to it as shown in the general determinations. Note also that work in excess of eight (8) hours in a single day must be paid as overtime, regardless of established work schedules such as the four-day, 10-hour work week.

7. This CONTRACT is subject to California non-discrimination compliance requirements
pursuant to Government Code, Section 12990. MCRCD hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for a contract award.

SECTION 2. INSTRUCTIONS TO BIDDERS

2.1. BID REQUIREMENT

Bids are required for the entire scope of work called for in this Invitation to Bid (ITB) attached hereto.

MCRCD requires one original and three copies in a hard copy format. FAX, e-mail or CD copies are not a substitute for the hard copy original.

Bids will be printed on 8.5” x 11” paper with 12-point font of commonly used styles (i.e. Times New Roman, Calibri, Arial).

The PROPOSAL shall set forth in clearly legible figures, an item price in the respective spaces provided, and shall be signed by BIDDER, who shall fill out all blanks in the PROPOSAL form that begins with Section 6.4 Bid Summary Sheet.

Blank spaces in the PROPOSAL form shall be properly filled in, and the language of the form must not be changed.

Additions must not be made to the items mentioned therein.

Any unauthorized condition, limitations or provisos, attached to a PROPOSAL will likely render the bid to be non-responsive and may cause its rejection. Alteration of the bid unit prices or amounts by erasure or interlineations must be explained, or noted, in the proposal over the signature of BIDDER. If the bid is made by an individual, it must be signed by the full name of BIDDER whose address must be given; if it is made by a firm, it must be signed with the co-partnership named by a member of the firm, and the name and full address of each member must be given and if it is made by a corporation, it must be signed by an officer, in the corporate name.

Bids received after the specified opening time will not be considered. BIDDER is solely responsible for the timely delivery of his/her bid.

2.2. AFFIDAVIT

Each PROPOSAL must have thereon or attached thereto the affidavit of BIDDERS that such PROPOSAL is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that BIDDER has not directly or indirectly, induced or solicited any other BIDDER to put in a sham bid, or any other person, firm or corporation to refrain from
bidding, and that BIDDER has not in any manner sought by collusion to secure for himself any advantage over any other BIDDER.

2.3. REJECTION OF BID

Bids may, at the discretion of MCRCD, be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. Bids not accompanied by a non-collusion affidavit will be rejected. Bids in which the price of any item appears to be abnormally high or low may also be rejected.

Bids must be received at the MCRCD office via hand delivery by the BIDDER, with a courier service, or the US Postal Service mail. Telegraphic bids or a telegraphic modification of a bid, or a bid received after the ADVERTISED time for receiving bids shall be rejected.

MCRCD reserves the right to reject any or all bids or to waive any defect or irregularity in bidding.

2.4. CONTRACT

The WORK identified in this Invitation to Bid will be completed in its entirety under one contract. BIDDER to whom award is made will be required to execute a written CONTRACT with MCRCD, and to furnish approved bonds and insurance certificates as herein provided within five (5) BUSINESS DAYS after the date or receipt of the notice to such BIDDER that said CONTRACT is awarded to him or her.

2.5. BONDS

Performance Bond: CONTRACTOR shall provide, at the time of the execution of the Agreement For Services, at his/her own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement.

Payment Bond: CONTRACTOR shall also provide, at the time of the execution of the Agreement For Services, and at his/her own expense, a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. Sureties on each of said bonds shall be satisfactory to MCRCD.

Each bond document shall contain the name and address of the firm or agency to which bonds are to be returned.

2.6. INSURANCE

CONTRACTOR, at his/her expense, shall secure and maintain at all times during the entire period of performance under this contract, insurance as set forth below with insurance companies acceptable to MCRCD to protect the County and MCRCD, its officers, employees and volunteers, CONTRACTOR and SUBCONTRACTOR from claims which may arise from
operations under this contract, whether operations be by the CONTRACTOR, SUBCONTRACTOR or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide to MCRCD, Certificates of Insurance with endorsements properly executed by an officer of the issuing insurance company evidencing coverage as stated below.

All insurance required hereunder shall be submitted to MCRCD within ten (10) business days, not including Saturdays, Sundays and legal holidays, after the BIDDER has received the Notice of Award from MCRCD. Failure to submit proof of insurance as required herein may result in awarding said CONTRACT to another BIDDER.

CONTRACTOR shall not commence work, nor allow employees, SUBCONTRACTOR or anyone to commence work until all insurance required hereunder has been submitted to and approved by MCRCD.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the MCRCD from taking such other action as is available to it under any other provisions of this contract or otherwise in law.

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless MCRCD, its officers, employees or volunteers against any claims, actions or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorneys’ fees, for personal injury or death or for loss or damage to property, or any or all of them, arising out of or in any way connected with their performance of this contract by CONTRACTOR.

CONTRACTOR shall furnish to MCRCD certificate(s) of insurance evidencing Workers' Compensation Insurance coverage to cover its employees.

CONTRACTOR shall require all SUBCONTRACTORS to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the SUBCONTRACTOR’s employees.

Contractor shall furnish to the MCRCD Certificates of Insurance evidencing at the minimum the following:

1. Public Liability-Bodily Injury (not auto) $500,000 each person; $1,000,000 each accident. Public Liability-Property Damage (not auto) $500,000 each occurrence; $1,000,000 aggregate.

   — or —

2. Combined Single Limit Bodily Injury Liability and Property Damage Liability (not auto) $1,000,000 each occurrence.

3. Vehicle-Bodily Injury $500,000 each person, $1,000,000 each occurrence.
4. Vehicle-Property Damage $500,000 each occurrence.

— or —

5. Combined Single Limit Vehicle Bodily Injury and Property Damage Liability $1,000,000 each occurrence.

Each policy of insurance provided above (with the exception of Workers' Compensation) shall be accompanied by an endorsement, properly executed by an officer of the issuing insurance company, with the following stipulations: (Certificates of Insurance are acceptable.)

1. MCRCD and MCFSC are named and listed as additional insured.

2. Stipulate the policy acts as primary insurance for CONTRACTOR and no other insurance held or owned by CONTRACTOR shall be called upon to cover a loss under said policy.

3. Restatement of limits of coverage of policy.

4. Contain a non-severability of interest statement.

5. Stipulate that failure to comply with reporting procedures of policy shall not affect coverage provided to MCRCD or MCFSC.

6. Stipulate that MCRCD will be notified in writing in the event that the remaining amount of coverage of the policy falls below the minimum requirements of the CONTRACT.

7. Stipulate that MCRCD will be notified by in writing a minimum of thirty (30) days before the policy is canceled, altered or non-renewed.

8. The policy does not contain what are commonly known as the “X, C, and U” exclusions (having to do with explosion, collapse, and underground property damage).

2.7. EXPERIENCE

BIDDERS must present satisfactory evidence that they are fully prepared with the necessary experience, capital machinery, and qualified operators to furnish the articles called for and to conduct the WORK as required by the specifications. BIDDERS must provide three (3) references of similar project work in the last five (5) years. Each reference project shall use one page demonstrating experience. Each reference project will include a description on the experience and performance, a reference name and telephone number, and an explanation as to the benefit the company has with relation to the communities of the Ukiah Valley and Mendocino County.

2.8. OPENING OF BID

BIDDERS are invited to be present at the opening of the bids, which will occur at the MCRCD
office, 410 Jones Street, Suite C-3, Ukiah California on December 5, 2019, at 3:15 PM.

The bidding company and the total on their bid summary sheet will be read aloud and recorded.

MCRCD’s bid review team will review the bids and call the project references to confirm BIDDER’s experience. The firm with the lowest price (50%), most relevant experience (30%), and most benefit to the communities of the greater Ukiah Valley and Mendocino County (20%) will be ranked highest, which will indicate the winning bid.

2.9. ADDENDA TO BID DOCUMENTS

If any person contemplating submitting a bid for the proposed CONTRACT is in doubt as to the true meaning of any part of the PRESCRIPTIONS, SPECIFICATIONS or other proposed BID DOCUMENTS, or finds discrepancies in or omissions from the PRESCRIPTIONS or SPECIFICATIONS, he/she may submit to the MCRCD Project Manager a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the proposed BID DOCUMENTS prior to bid opening will be made solely in the form of written ADDENDUM to the BID DOCUMENTS and when issued will be on file at the office of the Project Manager before bids are opened. Interpretations, corrections, or changes in the proposed BID DOCUMENTS allegedly made in any other manner shall not be binding for any purpose and BIDDERS shall not rely on such interpretations, corrections or changes. In addition, all ADDENDA will be mailed to each person receiving BID DOCUMENTS, but it shall be BIDDER's responsibility to make inquiry as to the ADDENDA issued. All such ADDENDA shall become part of the BID DOCUMENTS and all BIDDERS shall be bound by such ADDENDA, whether or not received by BIDDER.

2.10. AWARD AND EXECUTION OF CONTRACT

The award of the CONTRACT, if awarded, will be to the most qualified bidder based upon the evaluation criteria defined in Section 1.7.

The award, if made, will be made within five (5) calendar days after the opening of the BIDS.

The CONTRACT shall be executed by the successful BIDDER and shall be returned with the performance and payment bonds and identified insurance policies as described in Sections 2.5 and 2.6. Failure to do so shall be just cause for cancellation with CONTRACTOR and selection of the next ranking firm for the project.

The executed documents shall be delivered to the following address:

Mendocino County Resource Conservation District
Attn: MCFSC Executive Director
410 Jones Street, Suite C-3
Ukiah, CA 95482
Bid protest shall be delivered to the following address:

Mendocino County Resource Conservation District
Attn: MCFSC Executive Director
410 Jones Street, Suite C-3
Ukiah, CA 95482

SECTION 3. IMPLEMENTATION AND PROGRESS

3.1. WORK DATES, DAYS, AND TIME, AND PRE-OPERATION CONFERENCE

Due to regulatory permit conditions, the work period will be subject to conditions on the ground being suitable for commencement as determined by MCRCD.

Work time will be limited to daylight hours between 7:00 AM and 5:00 PM.

Workdays will be Monday through Friday except for State and Federally recognized holidays. No work will occur on Saturday or Sunday for this project.

CONTRACTOR shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed if conditions allow and shall diligently prosecute the same to completion before the expiration of the CONTRACT.

Pre-Operations Conference: Prior to the issuance of the Notice to Proceed, a pre-operations conference will be held at the Ukiah office of the MCRCD, 410 Jones Street, Suite C-3, Ukiah, CA, for the purpose of discussing with the CONTRACTOR the SCOPE OF WORK, CONTRACT PLANS, SPECIFICATIONS, existing conditions, equipment to be used, and all other essential matters pertaining to the prosecution, and the satisfactory completion, of the project as required. The CONTRACTOR’s representatives at this conference shall include all major superintendents for the work and may include SUBCONTRACTORS. Hiring of small, local SUBCONTRACTORS is encouraged.

3.2. TERMINATION OF CONTRACT

If the Project Manager deems that the CONTRACTOR has failed to supply an adequate working force or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified by the CONTRACT, MCRCD’s Project Manager may:

1. After written notice of at least five (5) business days to the CONTRACTOR, specifying the defaults to be remedied, provide any such labor or equipment and deduct the cost from any money due or to become due to the CONTRACTOR under the contract; or

2. If MCRCD considers that the failure is sufficient ground for such action, MCRCD may give written notice of at least five (5) business days to the CONTRACTOR and the
CONTRACTOR’s sureties, indicating that if the defaults are not remedied the CONTRACTOR’s control over the work will be terminated.

3. If the defaults are not remedied within the time specified in the notice, the CONTRACTOR’s control shall terminate as of the expiration of that time.

4. Upon such termination, MCRCD shall permit the surety to complete or cause the contract work to be completed or may direct that all or any part of the work be completed by day labor or by employment of other Contractors on informal contracts, or both.

5. If the control of a CONTRACTOR is terminated or he/she abandons the work, and the work is performed by day labor or informal contract as provided in line item (4) above, CONTRACTOR is not entitled to receive any portion of the amount to be paid under the contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by MCRCD in finishing the work, plus all damages sustained or to be sustained by MCRCD, the excess not otherwise required by law to be retained shall be paid to the CONTRACTOR, but if such sum exceeds the unpaid balance, the CONTRACTOR and his/her surety are liable to MCRCD for the excess. If the surety completes the contract work, such surety shall be subrogated to money due under the contract and to money which shall become due in the course of completion by the surety, to the extent provided by law.

3.3. WORK COVERED BY CONTRACT DOCUMENTS

1. Description

MCRCD is inviting bids from licensed Tree Service Contractors to provide equipment with operators and laborers to perform work as defined in Section 7. The work will require furnishing equipment with operators, materials, and labor.

   a. Site Access: Access to the job sites are in various locations in the greater Ukiah Valley, Mendocino County. Each individual property will have specific directions for proper access.

   b. Timing and hours of work: Operational activities will only occur between January 2, 2020 and April 30, 2021, if conditions allow. Work can take place between 7:00 AM and 5:00 PM, Monday through Friday, except State and Federally recognized holidays.

   c. Cultural Resources: If any paleontological, archaeological, historical or unique ethnic or sacred resources are encountered during operations, all ground-disturbing work shall be temporarily halted on site and CONTRACTORS shall notify MCRCD at 707-462-3664. Ground disturbing work on site shall not be resumed until a qualified archaeologist has evaluated the materials and offered recommendations for further action. Should human remains be uncovered, State law requires that the County Coroner be contacted.
immediately. Contractor shall notify MCRCD at 707-462-3664 and the Mendocino County Coroner at 707-964-6308. Should the Coroner determine that the remains are likely those of a Native American, the California Native Heritage Commission must be contacted. The Heritage Commission consults with the most likely Native American descendants to determine the appropriate treatment of the remains.

d. **Hazardous Materials:** If hazardous materials or what appear to be hazardous materials are encountered, stop work in the affected area immediately and contact 911 or the appropriate agency for further instruction. Contractor must also notify MCRCD at 707-462-3664.

e. **Environmental Compliance and Permits:** CONTRACTOR is responsible for complying with all regulatory requirements and best management practices, outlined in Section 7.

f. **Housekeeping:** CONTRACTOR shall maintain clean and orderly job sites. CONTRACTOR will ensure that no litter generated by the project or employees is left on the job sites. Waste items including cigarette butts, food wrappers, food, operational debris, etc. shall be properly disposed of by the CONTRACTOR on a daily basis.

2. **CONTRACTOR’s Duties**

a. Provide and pay for equipment with operators in accordance with the bid schedule.


c. Procure all materials as specified in this CONTRACT to complete the project.

d. Procure and maintain all insurance and bonds required by these CONTRACT DOCUMENTS.

e. Secure and pay for, as necessary for proper execution and completion of the WORK, licenses, and agreements, including County right-of-way encroachment permits, as necessary.

f. Provide MCRCD with weekly work schedules as required by the CONTRACT.

g. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities that bear on the performance of the WORK.

h. Promptly submit written notice to MCRCD of observed variance of CONTRACT DOCUMENTS from legal or operational requirements.

i. Enforce strict discipline and good order of the employees.

j. Coordinate work actively with MCRCD.
k. Complete Certified Payroll documents as required under California Prevailing Wage Contracts.

3.4. WORK SEQUENCE

After Award of Contract and receipt of the Notice to Proceed, CONTRACTOR and MCRCD will meet to schedule the WORK and equipment required.

The CONTRACTOR and MCRCD may meet daily to update the WORK schedule.

The WORK shall begin on January 2, 2020 or when conditions allow and continue through all identified sites until all contracted work is completed.

The WORK to be performed shall be controlled by site conditions. WORK shall begin within fifteen (15) business days after receipt of the Notice to Proceed. The last day of operations allowed under this contract is April 30, 2021.

3.5. CONTRACTOR USE OF PREMISES

CONTRACTOR shall leave the job site in a safe condition after work each day and be respectful of the residents and their property.

3.6. ENVIRONMENTAL PROTECTION

CONTRACTOR is cautioned that all WORK shall comply with environmental requirements identified for this Project in Section 7.1 SCOPE OF WORK.

3.7. WRITTEN SAFETY and FIRE PREVENTION PLAN

The SAFETY PLAN should consider safety in and around project sites during and after project operations and take into account potential safety concerns with regard to the current and future use of the sites. CONTRACTOR shall ensure that a safety briefing is conducted for all project participants immediately prior to their involvement in hands-on activities under this award. Recipients of the safety briefing shall be responsible for exercising reasonable care and using best efforts to prevent accidents, injury or damage to all employees, contractors, persons and property, in and around the job sites. All safety plans must be made available to MCRCD upon request.

A written FIRE PREVENTION PLAN is required by the CONTRACTOR for the management of employees, and contractors working on the Project as applicable. CONTRACTOR shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan.

1. CONTRACTOR shall be responsible for:
a. Obtaining the phone number of the nearest fire-suppression agency and providing this phone number to MCRCD as a first order of work,

b. Immediately reporting to the nearest fire-suppression agency any fires occurring within the limits of the Project,

c. Preventing project personnel from setting open fires,

d. Preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing these fires,

e. Maintaining traffic control to allow for passage of fire suppression vehicles/equipment at all times.

2. Toilets shall have a metal receptacle, at least six (6) inches in diameter by eight (8) inches deep, half-filled with sand for ashes and discarded cigarettes, within easy reach for smokers utilizing the toilet facility.

3. Equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least fifty (50) feet of these areas. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least fifteen (15) feet from the engine.

4. CONTRACTOR shall furnish each piece of equipment with the following:

a. One shovel and one fully charged fire extinguisher on each truck, personnel vehicle tractor, grader or other heavy equipment.

b. One shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than 25 feet from the point of operation of the power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431, and the California Administrative Code, Title 14, Section 1234.

c. Shovels shall be size “0” or larger and shall be not less than forty-six (46) inches in length.

5. When the Fire Index reaches “Very High” or “Extreme,” the following precautions shall be taken in addition to the conditions specified above:

a. Work of a nature that could start a fire shall require that properly equipped fire guard(s) be assigned to such an operation for the duration of the work.

3.8. WRITTEN SPILL PREVENTION AND ACCIDENT CLEAN-UP PLAN

A written SPILL PREVENTION PLAN is required from the CONTRACTOR for the
management of employees, and SUBCONTRACTORS working on the project(s) as applicable and shall be presented to MCRCD before commencing work. This plan includes removal of accident debris, including response to hazardous spills related to project work. Emergency clean-up practices shall address the isolation, containment, identification, hazard assessment, proper removal, and disposal of spilled substances. Proper containment and clean-up of spilled material, especially material that is spreading rapidly, will reduce the discharge of potential pollutants into watercourses.

Best Management Practices:

1. Provide proper emergency spill response equipment at all staging areas and other sites.
2. Contain spill so it does not enter flowing waters of the stream system.
3. Ensure that each project site contains spill response kits with sufficient materials to contain at least a small to moderate spill (1-50 gallons).
4. Minimize further tracking of spilled material by foot or equipment.

SECTION 4. GENERAL INFORMATION

4.1. INDEMNIFICATION AND INSURANCE

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted by law, CONTRACTOR shall defend, indemnify and save harmless MCRCD and MCFSC, including their officers, directors, agents, and employees, and each of them (Indemnitees), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (Claims), arising out of or in connection with the CONTRACTOR’S performance of this contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of CONTRACTOR, MCRCD, MCFSC, or any other contractor and;
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts the CONTRACTOR may be liable.

4.2. NONDISCRIMINATION COMPLIANCE

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE,
Labor Nondiscrimination is applicable to all non-exempt state contracts and subcontracts and to the “Standard California Nondiscrimination Construction Contract Specifications”, set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

4.3. DRUG FREE WORKPLACE CERTIFICATION

CONTRACTOR will provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition;

4.4. ARBITRATION

Should a conflict between MCRCD and CONTRACTOR arise that cannot be solved between the two parties, and arbitration is deemed the next appropriate step, such proceeding will take place within Mendocino County.

4.5. PUBLIC SAFETY

CONTRACTOR shall provide for the safety of traffic and the public when transporting equipment on public roads by using pilot cars and traffic control devices when necessary.

4.6. LABOR CODE REQUIREMENTS

Pursuant to 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the CONTRACTOR at a prominent place at the site of the work or staging area.

4.7. PAYMENTS

For the purpose of making "Progress Payments" for work accomplished, the amount set forth in the CONTRACTOR’s invoice shall be for the personnel and equipment hours and materials actually worked and utilized during the period of time identified. All invoices for Progress Payments will include a separate document entitled “Progress Report” with period of work identified (e.g., July 1 to July 31). The Progress Report will identify the work accomplished during the invoicing period, listing site numbers of completed work or sites with work in progress.

CONTRACTOR may submit no more than one Invoice and Progress Report per month. Invoices must be received by the 20th of each month to be included in the next month’s Board packet for payment approval.

Payment to the CONTRACTOR will be made by MCRCD upon receiving funds from granting agency. Such funds from granting agency may occur up to ninety (90) days after MCRCD receives the invoice from CONTRACTOR.
4.8. FINAL ACCEPTANCE AND PAYMENT

The final acceptance of the work herein contemplated shall be made by the MCRCD Executive
Director upon the recommendation of the Project Manager.

Upon final approval of the work performed, MCRCD shall process and approve the final invoice
for payment to the CONTRACTOR.

CONTRACTOR shall keep full and complete records of the costs and time incurred for any
work for which a claim for additional compensation is made. MCRCD, or auditor, shall have
access to those records and any other records as may be required to determine the facts or
contentions involved in the claims. Failure to permit access to such records shall be sufficient
cause for denying the claims.

4.9. SUBCONTRACTING

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner
publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a
public works project. This list of debarred contractors is available from the Department of
Industrial Relations web site at:

http://www.dir.ca.gov/dlse/debar.html

4.10. SUBCONTRACTOR PAYMENT AND PERFORMANCE

CONTRACTOR shall maintain records showing the name and business address of each first-
tier SUBCONTRACTOR. The records shall show the date of payment and the total dollar
figure paid to all of these firms.

Upon completion of the contract, a summary of these records shall be prepared and certified
correct by the CONTRACTOR or his/her authorized representative and shall be furnished to
MCRCD. The form shall be furnished to MCRCD within thirty (30) days from the date of
contract acceptance.

CONTRACTOR shall pay any SUBCONTRACTOR not later than ten (10) business days of
receipt of each progress payment in accordance with the provision in Section 7108.5 of the
California Business and Professions Code concerning prompt payment to
SUBCONTRACTORS. The ten (10) days is applicable unless a longer period is agreed to in
writing. Any delay or postponement of payment over thirty (30) days may take place only for
good cause and with MCRCD’s prior written approval. Any violation of Section 7108.5 shall
subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of
that section. This requirement shall not be construed to limit or impair any contractual,
administrative, or judicial remedies otherwise available to the contractor or subcontractor in the
event of a dispute involving late payment or nonpayment by the prime contractor, deficient
subcontract performance, or noncompliance by a subcontractor.
CONTRACTOR shall list all SUBCONTRACTORS, including the name and address, to whom BIDDER proposed to subcontract portions of the work in the Bid Summary Sheet. BIDDER’s attention is invited to the Subletting and Subcontracting Fair Practices Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

The SUBCONTRACTOR(S) listed by the CONTRACTOR shall perform the work for which they are listed unless the CONTRACTOR has received prior written authorization from MCRCD to perform the work with other sources.

CONTRACTOR should notify MCRCD in writing of any changes to its anticipated SUBCONTRACTOR participation. This notice should be provided prior to the commencement of that portion of the work.

MCRCD encourages CONTRACTOR to create a team of qualified SUBCONTRACTORS to allow concurrent activities and to efficiently and effectively complete the Project in a timely manner.

SECTION 5. OPERATION DETAILS

5.1. ORDER OF WORK

After Award of Contract and receipt of the Notice to Proceed, the CONTRACTOR and MCRCD will meet to schedule the WORK and equipment required.

CONTRACTOR can only charge equipment and labor actually used on the WORK.

If required, the CONTRACTOR and MCRCD shall meet daily to update the WORK schedule.

The WORK to be performed shall be controlled by site conditions. WORK shall begin within fifteen (15) working days after receipt of the Notice to Proceed.

5.2. HOURS AND DAYS OF OPERATION

Project work will occur between 7:00 AM and 5:00 PM, Monday through Friday except for State and Federally recognized holidays.

5.3. OBSTRUCTIONS

CONTRACTOR shall notify MCRCD and the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire, or other structure. Regional notification centers include but are not limited to the following:
<table>
<thead>
<tr>
<th>Notification Center</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Service Alert – Northern California (USA)</td>
<td>1-800-642-2444</td>
</tr>
<tr>
<td></td>
<td>1-800-227-2600</td>
</tr>
</tbody>
</table>

5.4. PRESERVATION OF PROPERTY

Live trees or shrubs not identified for removal that are injured or damaged by reason of CONTRACTOR’s operations, shall be replaced by CONTRACTOR with the following requirements:

1. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in replacing or repairing property shall be covered at the CONTRACTOR’s expense.

2. Other portions of the property such as infrastructure, buildings, and access roads that the CONTRACTOR damages during the project shall be repaired or replaced at CONTRACTOR’s expense.

5.5. AIR AND WATER POLLUTION PREVENTION

Material to be disposed of by CONTRACTOR shall not be burned at the job site.

All project-generated slash shall be removed from watercourses and swales before CONTRACTOR leaves the job site.

5.6. BEST MANAGEMENT PRACTICES (BMPs)

1. CONTRACTOR shall employ BMPs that control material pollution and manage waste and non-storm water at the job sites and staging areas.

2. CONTRACTOR will ensure all daily trash is picked up and properly disposed of each workday.

3. A portable toilet will be placed on flat ground or properly secured trailer at the staging area and anchored to the ground to prevent toppling during high winds.

4. Re-fueling and lubricating equipment will occur at the staging areas or at least fifty (50) feet from any watercourse.

5. Drip pans and ten (10) milliliter or thicker plastic sheeting shall be placed beneath equipment when parked overnight.

6. Equipment tracks and tires will be cleaned and clear of soil **PRIOR** to mobilization and delivery to the job sites to prevent import of non-native seeds and pathogens. MCRCD may
inspect all equipment upon arrival and if deemed contaminated may not allow equipment on
the property until properly cleaned.

7. Equipment will be in good operating order and not leaking fluids (hydraulic, oil, grease, fuel).

8. Ground-based yarding shall be done only during dry rainless periods and shall not be
conducted on saturated soils conditions that may produce significant sediment discharge.
Significant Sediment Discharge (14 CCR 895.1) means soil erosion that is currently, or may
be in the future, discharged to watercourses or lakes in quantities that violate Water Quality
Requirements or result in significant individual or cumulative adverse impacts to the
beneficial uses of water. Ground based operations that produce a Significant Sediment
Discharge that causes a visible increase in turbidity to receiving Class I, II, III, or IV waters
are prohibited. Saturated soil conditions (14 CCR 895.1) means: “soil and/or surface
material pore spaces are filled with water to such an extent that runoff is likely to occur.

Indicators of saturated soil conditions may include, but are not limited to:

a. areas of ponded water,
b. pumping of fines from the soil or road surfacing material during timber operations,
c. loss of bearing strength resulting in the deflection of soil or road surfaces under a
   load, such as the creation of wheel ruts,
d. spinning or churning of wheels or tracks that produces a wet slurry, or
   e. inadequate traction without blading wet soil or surfacing materials.”

During yarding, indicators of saturated soil conditions may be evidenced by:

a. reduced traction by equipment indicated by spinning or churning of wheels or tracks in
   excess of normal performance,
b. inadequate traction without blading wet soil,
c. soil displacement in amounts that cause visible increase in turbidity of downstream waters
   in a receiving Class I, II, III, or IV waters, or in amounts sufficient to cause a turbidity
   increase in drainage facilities that discharge into Class I, II, III, or IV waters, or
   d. creation of ruts greater than would be normal following a light rainfall.

9. Erosion-control structures shall be installed on all tractor roads prior to the end of
the day if the U.S. Weather Service forecast is a “chance” (30% or more) of rain
before the next day, and prior to weekend or other shutdown periods (14 CCR 914.7
(c )(2)).

5.7. SENSITIVE SPECIES PROTECTION

Prior to starting operational activities, a survey of the project area(s) may be conducted by
MCRCD’s biologist if deemed necessary by MCRCD. CONTRACTOR’s employees may be
trained by the qualified biologist in sensitive species identification for project sites that contain
sensitive habitat. If sensitive species are found in the project area during operational activities,
CONTRACTOR’s employees will notify MCRCD immediately, who will then determine the
proper steps to take.
5.8. EQUIPMENT MOBILIZATION

Mobilization shall consist of preparatory work and operations related to the necessary movement of personnel, equipment, supplies, and incidentals TO designated access points for work to begin, and to move said personnel, equipment, supplies, and incidentals OFF project property after work has been completed.

The contract price paid for mobilization will be identified in the “Truck with low-bed trailer” item and shall be separated into “move in” and “move out” costs directly associated with those efforts.

Due to the potential for spreading invasive plants and/or soil borne pathogens, MCRCD will require CONTRACTOR and SUBCONTRACTOR to clean equipment before it can be delivered to the project. Equipment tracks, tires, turrets, buckets shall be cleaned prior to transport from one property to another to prevent delivery of invasive plant species to un-infested areas. Cleaning tracks and tires of soils prior to mobilization to the job site is required.

5.9. FINAL SITE CLEAN UP

Before final inspection of the work at each job site, CONTRACTOR shall clean up the area by removing excess trash and materials. All parts of the job site shall be left in a neat and presentable condition.

SECTION 6. BID COMPONENTS

6.1. GENERAL

1. The method of payment will be based upon time and materials of work accomplished.

2. Additional equipment or materials not specified in the Bid Summary Sheet shall be negotiated between MCRCD and the CONTRACTOR.

3. Contractor shall possess an active Tree Service Contractor’s License issued by the California State License Board at the time bid is submitted.

4. The estimated cost of heavy equipment, labor and materials to complete the project is $1,000,000.

6.2. PAYMENT ITEMS

The potential payment items are listed herein below. CONTRACTOR will be allowed to substitute similar equipment for those specified but only if that equipment can perform the WORK at the existing site, with prior written approval from MCRCD.

Suggested equipment for Project:
<table>
<thead>
<tr>
<th></th>
<th>Item Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Chipper (indicate type, size)</td>
</tr>
<tr>
<td>2</td>
<td>Labor, chipper (indicate cost per person per hour, and how many to run chipper)</td>
</tr>
<tr>
<td>3</td>
<td>Labor, hand crew (chainsaw, loppers, etc.)</td>
</tr>
<tr>
<td>4</td>
<td>Labor, climber or other tree specialist</td>
</tr>
<tr>
<td>5</td>
<td>Dump truck or 4x4 truck with chip trailer</td>
</tr>
<tr>
<td>6</td>
<td>Truck with low-bed trailer</td>
</tr>
<tr>
<td>7</td>
<td>Water truck or trailer of at least 200 gallons with 4x4 truck</td>
</tr>
<tr>
<td>8</td>
<td>Portable Toilet</td>
</tr>
<tr>
<td>9</td>
<td>Spill Response Kits</td>
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<tr>
<td>10</td>
<td>Flagger for Traffic Control</td>
</tr>
<tr>
<td>11</td>
<td>Fire Response Toolbox</td>
</tr>
<tr>
<td>12</td>
<td>Erosion Control Materials</td>
</tr>
<tr>
<td>13</td>
<td>County Encroachment Permits</td>
</tr>
</tbody>
</table>
| 14| Other (specify)                                      **CONTRACTOR** shall be paid an hourly rate to provide labor for the workers used in the actual and direct performance of the WORK, which may include use of handheld tools for operation of various components of project.  

**Item 6** – Truck with low-bed trailer for delivery and removal of equipment. **CONTRACTOR** shall be paid to provide an operator and a truck with low-bed trailer capable of equipment delivery to all sites specified in project plans.

**Item 7** – Water truck or trailer of at least 200 gallons with 4x4 truck capable of towing full trailer to job sites where water truck cannot access if deemed necessary for fire prevention. The hourly rate shall include operator, water trailer, truck, and all incidentals required for operation.

**Item 8** – Portable Toilet: **CONTRACTOR** shall be paid a monthly rate to provide a portable toilet for workers to utilize while on the jobsite.

**Item 9** – Spill Response Kits: Materials capable of responding to hazardous spills up to 50 gallons.

**Item 10** – Certified traffic control flaggers and signage when working along both public and private roads. When working within the County’s right-of-way, all persons engaged in traffic control shall be ATSSA certified flaggers.

**Item 11** – (for Shaded Fuel Breaks as described in Section 7.1.A, SCOPE OF WORK)  
**Fire Response Toolbox:** Reference PRC 4427, 4428, 4429, 4431, 4442 - Protection of Forest, Range and Forage Lands; operation of fire-causing equipment. **CONTRACTOR** will supply a fire toolbox with one backpack pump-type fire extinguisher filled with water; 2 axes, 2 McLeod fire tools and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire. Also, a crosscut falling saw 6’ in length, one double-bit ax with a 36” handle, one sledgehammer or maul with a head weight of 6# and handle length of 32”, and two...
falling wedges.

Item 12 – (for Shaded Fuel Breaks as described in Section 7.1.A, SCOPE OF WORK) Erosion Control Materials: Weed-free rice straw, straw wattles, grass seed containing non-persistent species, and jute netting as appropriate.

Item 13 – County Encroachment Permits for work performed within the County’s right-of-way on public roads.
SECTION 7. BID PROPOSAL

7.1. BID SCHEDULE

All bidders shall adhere to the timetable noted below:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation to Bid made available</td>
<td>November 8, 2019</td>
</tr>
<tr>
<td>Bid submittal is due by 3:00 PM</td>
<td>December 5, 2019</td>
</tr>
<tr>
<td>Bid opening to be held at 3:15 PM</td>
<td>December 5, 2019</td>
</tr>
<tr>
<td>Notification of Award of Agreement to successful bidder</td>
<td>December 12, 2019</td>
</tr>
<tr>
<td>Target date to begin work</td>
<td>January 2, 2020</td>
</tr>
<tr>
<td>Expected end date for work</td>
<td>April 30, 2021</td>
</tr>
</tbody>
</table>

TO: Mendocino County Resource Conservation District
    Attn: MCFSC Executive Director
    410 Jones Street, Suite C-3
    Ukiah, CA 95482

The undersigned is familiar with all the conditions affecting the cost of WORK at the places where the WORK is to be done and with the PRESCRIPTIONS, BID DOCUMENTS and addenda thereto, hereby proposes and agrees to perform everything required, and to provide and furnish all required labor, tools, equipment, supervision, and all transportation services necessary to complete in a professional manner for the Ukiah Valley Fire Fuels Reduction Project within the time set forth therein, and at the prices stated below.

• BIDDER hereby agrees to coordinate and schedule work under this CONTRACT in accordance with Section 1.3 TIME SCHEDULE and Section 7.2 SCOPE OF WORK.

• BIDDER has read and understands the bid documents for operations.

Signature_________________________    Title_________________________

Date_____________________________
7.2. BID SUMMARY SHEET

Ukiah Valley Fire Fuels Reduction Project – Implementation

This project will be a “time and materials” contract with the goal for all work described within this document to be completed and not exceed a $1,000,000 budget. Selection of contractors is determined by price, proven experience of quality and timeliness, and experience within Mendocino County terrain. Interested contractors must submit a summary of rates below, where applicable, and a brief written narrative with three references of prior work.

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment</th>
<th>Rate (Put N/A when not applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Chipper (indicate type, size)</td>
<td>/hour</td>
</tr>
<tr>
<td>2</td>
<td>Labor, chipper (indicate cost per person per hour, and how many to run chipper)</td>
<td>/hour</td>
</tr>
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<td>3</td>
<td>Labor, hand crew (chainsaw, loppers, etc.)</td>
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<td>Spill Response Kits</td>
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<td>12</td>
<td>Erosion Control Materials (specify units)</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>County Encroachment Permits</td>
<td>/each</td>
</tr>
<tr>
<td>14</td>
<td>Other (specify)</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Other (specify)</td>
<td></td>
</tr>
</tbody>
</table>

Note: Hourly rate for heavy equipment must include: a fueled and properly lubricated, fully functional and leak-free piece of heavy equipment with operator with experience in steep and confined mountainous terrain and ranch roads. The hourly rate per piece of heavy equipment must also include any other administrative, overhead and bonding costs.

CONTRACTOR shall possess an active CSLB or CAL FIRE classification license issued by the State of California at the time this bid is submitted. Any one bid item that is obviously offset in the opinion of MCRCD’s bid review team may result in the entire bid being rejected.

CONTRACTOR shall possess an active CSLB or CAL FIRE classification license issued by the State of California at the time this bid is submitted, at the time of contract execution, and for the duration of the contract performance period.

It is further agreed that:
1. In case of a discrepancy between words and figures, the words shall prevail, and in the case of a discrepancy between unit prices and totals, the unit price shall prevail.

2. No verbal agreement or conversation with any officer, agent, or employee of MCRCD, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.

3. MCRCD will not be responsible for any errors or omission on the part of the undersigned in making up his/her BID, nor will the BIDDER be released on account of error.

4. The undersigned BIDDER is properly licensed in accordance with the California Contractors State License Board or CAL FIRE.

5. The Undersigned BIDDER certifies that he/she has confirmed that the proposed forms of the BID, and the prescriptions and specifications are complete.

Printed Name
Title

Signature
Company Name

Address

City/State/Zip Code

License Number
Date
7.3. EXPERIENCE

BIDDERS must present satisfactory evidence that they are fully prepared with the necessary experience to furnish the articles called for and to conduct the WORK as required by the specifications.

BIDDERS must provide three (3) references of similar projects within the last five years. Limit each reference project to one page, using the following format.

1.a Project title, date, and location

1.b Landowner/ Project Manager: Name and phone

1.c Project description: This section includes experience and performance, which represents 30% of the ranking score.

1.d Statement of social, environmental, and community benefit: This section refers to benefits to Ukiah Valley & Mendocino County, which represents 20% of the ranking score.
BIDDERS must provide three (3) references of similar projects within the last five years. Limit each reference project to one page, using the following format.

2.a Project title, date, and location

2.b Landowner/ Project Manager: Name and phone

2.c Project description: This section includes experience and performance, which represents 30% of the ranking score.

2.d Statement of social, environmental, and community benefit: This section refers to benefits to Ukiah Valley & Mendocino County, which represents 20% of the ranking score.
BIDDERS must provide three (3) references of similar projects within the last five years. Limit each reference project to one page, using the following format.

3.a Project title, date, and location

3.b Landowner/ Project Manager: Name and phone

3.c Project description: This section includes experience and performance, which represents 30% of the ranking score.

3.d Statement of social, environmental, and community benefit: This section refers to benefits to Ukiah Valley & Mendocino County, which represents 20% of the ranking score.
7.4. LIST OF SUBCONTRACTORS

Hiring of small, local SUBCONTRACTORS is encouraged. In accordance with the provisions of Section 4104 to 4113, inclusive of the Government Code of the State of California, each BIDDER shall list below the name, location, and place of business of each SUBCONTRACTOR who shall perform any portion of the contract work. In each instance, the nature and extent of the work to be sublet shall be described. MCRCD encourages BIDDERS to create a team of qualified SUBCONTRACTORS in order to efficiently and effectively complete the Project in a timely manner.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Address</th>
<th>Description of Work to be Performed</th>
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<tbody>
<tr>
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7.5. PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the BIDDER hereby declares under penalty of perjury that the BIDDER has ☐ has not ☐ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “BIDDER” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1,

NOTE: The BIDDER must place a check mark after “has” or “has not” in one of the boxes provided.

The above Statement is part of the Proposal. Signing the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature_________________________ Title ____________________________

Date ____________________________
7.6. NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT (Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the Mendocino County Resource Conservation District

In accordance with Title 23 United States Code Section 112 and Public Contract Code Section 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

____________________________________  ______________________________________
Signature                                      Title

____________________________________
Address/City/State/Zip Code

____________________________________
CSLB or CAL FIRE License Number

____________________________________
Date
SECTION 8. SUPPLEMENTAL REQUIREMENTS AND INFORMATION

8.1. SCOPE OF WORK

Purpose:
The Mendocino County Resource Conservation District (hereinafter MCRCD) and its non-profit arm, the Mendocino County Fire Safe Council (hereinafter MCFSC), which operates under the fiscal sponsorship of MCRCD, are managing a project to reduce fire fuels, create shaded fuel breaks, perform roadside clearing, and hold neighborhood chipper days. The map in Exhibit A on page 40 shows target areas for this project.

Methods:

A. Four individual shaded fuel breaks near populated areas will create buffers up to 200 feet wide. Hand crews will utilize chainsaws, pole saws, and hand tools to remove brush and dead ground fuels. Live trees of 10-inch diameter or less may be thinned and removed. Retained trees will have branches pruned a minimum of 8 feet from the ground. Woody biomass will be chipped onsite, and may be scattered or removed. The four planned shaded fuel breaks are: 3.29 miles along the northwestern portion of the Ukiah Valley from Low Gap Road to Orr Springs Road (length 17,364’/width 200’/79.72 ac.); ~1.2-miles around the Yokayo Rancheria (length 6,551’/width 200’/30.08 ac.); 0.5-mile around the Guidiville Rancheria (length 2,730’/width 200’/12.53); and ~1.2 miles along Highway 101 just north of Nelson Ranch Road (length 6,309/width 200/28.97 ac.).

B. Road clearing is the cutting and chipping of small trees, lower limbs, and brush to remove roadside vegetation and reduce ladder fuels, in order to improve the ingress of emergency response personnel and improve the egress and evacuation of the public in the event of an emergency. Vegetation will be thinned at least 20 feet off either side of the road, and vertical clearance will be provided to a minimum of 15 feet from the ground.

Road clearing shall be done by crews using power equipment and hand tools, or by mastication. Slash will be chipped or masticated. A small portion of chipped biomass may be scattered onsite if it would not significantly add to the fuel load in that area; otherwise, it will be removed. Chips may be spread over the ground in forested areas or other designated locations. There are locations where chips should be hauled away to a green-waste recycling center for fire safety or drainage reasons. All chips in roadside ditches must be removed to prevent clogging of ditch-relief culverts. Mechanical removal operations have potential to start fires in dry conditions. Keep a source of water and fire suppression tools nearby. Stumps shall be cut as close to the ground as possible, and no greater than 12 inches from the uphill side of the stump. The quality of work should be professional, and equal to that required by encroachment- or utility-permit specifications. Arboricultural standards and procedures must be followed. GPS-marked “Before”, “During”, and “After” pictures are required by the grant and will be taken by neighborhood volunteers.

Road clearing is to be done along 18.1 miles on the following public and private roads: Oak Knoll Road (length 4,450’/width 60’/6.13 ac.), Robinson Creek Road (length 20,214’/width
60'/27.84 ac.), Fircrest Drive (length 3,890'/width 60'/5.36 ac.), Crestview Drive (length 1,974'/width 60'/2.72 ac.), Redemeyer Road (length 12,464'/width 60'/17.17 ac.), Rafello Drive (length 6,296'/width 60'/8.67 ac.), Hulda Drive (length 2,395'/width 60'/3.3 ac.), Watson Road (length 4,785'/width 60'/6.59 ac.), Vichy Hills Drive (length 4,287'/width 60'/5.9 ac.), Knob Hill Road (length 3,091'/width 60'/4.26 ac.), Ridge Road (length 2,652'/width 60'/3.65 ac.), Vichy Springs Road (length 11,409'/width 60'/15.71 ac.), Butler Ranch Road (length 15,920'/width 60'/21.93 ac.), and Spanish Canyon Drive (length 1,843'/width 60'/2.54 ac.).

C. Community chipper days will focus on neighborhoods that are most at risk in the Wildland-Urban Interface (WUI) area, chipping assembled branches and brush (cut and piled by volunteers) along public and private roadways. Landowners will thin vegetation within 100 feet of their homes to create defensible space and along their driveways for safe egress, cutting brush, limbs, and other ladder fuels from their own properties and piling slash by the roadway on a designated day when a certified contracting crew will come by. The crew will move from pile to pile, chipping the pre-stacked material. Property owners may choose to keep the chips on their property, or they can be removed and disposed of at a local green waste-processing facility. The MCFSC will hold neighborhood informational meetings to educate residents on how to properly prepare for and participate in the chipper days. Chipper days require encroachment permits and traffic control during collection, chipping, removal, and/or dispersal of project-generated slash.

8.2. PROJECT MAP

A map depicting all targeted roads for fire breaks and chipper days may be found in Exhibit A. The locations are GPS’ed points. GIS files can be made available after contract is awarded.