

Angora Fire Hazardous Tree Identification and Removal Project

Introduction:

The El Dorado County Environmental Management Department hereafter referred to as “County” has been charged with administering and overseeing the emergency identification of and removal of dead, dying, and diseased trees and other vegetation which constitute a hazard to public health and safety resulting from the Angora Fire that occurred June 24, 2007. The County plans to utilize qualified Licensed Timber Operators hereafter referred to as “Contractors” to provide services on County, individual and or residential parcels organized into residential blocks for emergency hazardous tree and vegetative debris identification and removal. The County reserves the right to accept or reject any or all project responses received as a result of this informal bid, to issue a contract to any qualified respondent, or to cancel this project or future projects in whole or in part.

The activities under this scope of work will be performed by the Contractor under the authority and pursuant to the direction of Cal Fire in accordance with the California Forest Practice Act and applicable Rules and Regulations.

Process:

Included with this document is a map identifying the Angora fire area broken down into zones. Each Contractor will review the maps, evaluate the zones and provide an informal response (forms provided) related to the costs associated with the identification and removal of hazardous trees and vegetation by zone, and written verification of licenses and sub-contractors. Once the initial evaluation process is completed, there will be a list of Contractors created for the County to contact when services are needed. After that initial process, as specific projects are identified, Contractors will be requested to provide price quotes specific to those job sites wherein service is required. All work will be performed pursuant to written task orders and coordinated through the County’s Angora Debris Removal Operations Center. The Contractor will note that all work must be coordinated through the Debris Removal Operations Center and will not commence without a fully executed task order.

Minimum Respondent Requirements:

Qualified applicants will hold a current and valid California Timber Operators A license including proof of one million dollar (\$1,000,000) per occurrence liability insurance. The Licensed Timber Operator shall have the responsibility to hire a Registered Professional Forester who is in good standing with all applicable agencies as a sub-consultant. The Registered Professional Forester shall provide oversight and enforcement of the terms of the contract in accordance with the California Forest Practices Act. These responsibilities are including but not limited to the following:

- Hazardous tree marking,

- Coordination with any and all affected agencies and entities, both public and private,
- Estimation of volume and associated cost for removal of merchantable and non-merchantable woody material,
- Flagging of Stream Environment Zones and any sensitive area as required under the California Forest Practice Act and applicable Rules and Regulations.

Qualified applicants will have no outstanding or pending complaints filed with the State Contractor License Board (if applicable), the State Board of Forestry (if applicable); or not have been debarred or found non-responsible by the County of El Dorado or any other federal, state, or local governmental agency. This provision applies to Applicant, or any principal, partner, officer or responsible managing officer of the Applicant, or any principal, partner, officer or responsible managing officer of another entity or organization has been debarred or found non-responsible.

Please note that a specific license may be required for a particular project. Contractors must maintain a valid license in good standing and the required insurance during any time work is performed pursuant to a Contract with the County.

Scope of Work:

The identification of, felling, removing, and disposing of hazardous dead, dying, and diseased trees of all sizes and brush material; and, the placement and/or installation of products and materials, as needed, to prevent and/or mitigate the displacement of sediment. Services by the Contractor, shall be performed on residential blocks within the Angora Fire area by a Timber Operator A Licensee. In situations in which an imminent emergency is declared by a district fire chief, rapid mobilization is required to remove trees within a 24 hour time period. Contractor must be able to perform such activities within that timeframe.

Tree-Removal includes, but is not limited to:

A) Tree felling operations for the contractually marked trees and the trees previously marked by Sierra Pacific Power Company or other authorized agencies:

- 1) Trees identified for felling operations shall be marked, or in some manner designated by description upon approval by CAL FIRE and by the Contract RPF. Trees previously marked by the Sierra Pacific Power Company shall not be cut until the Contractor has consulted with Sierra Pacific Power Company. Hazardous trees needing cutting and/or removal which are located on federal or state-owned lands shall not be cut until the Contractor has consulted with the affected federal or state agency and CAL FIRE.
- 2) Felling operations shall be carried out in a safe and professional manner. Such operations shall be performed in conformance, and consistent with, applicable portions of the current California Forest Practice Rules. In the event of a conflict between this specification and the current California Forest Practice Rules, the

most stringent criteria shall apply. The Contractor shall obtain all licenses, permits, and approvals required to perform the work and keep such licenses, permits and approvals in good standing throughout the course of the work.

- 3) In areas where equipment access is restricted by the current California Forest Practice Rules, the felling of the designated trees shall occur in such a manner as to orient the boles perpendicular to the contour if the boles are not to be removed.
- 4) Trees shall be removed such that the remaining stumps extend no higher than 8 inches above the ground surface, measured on the side adjacent to the highest ground level except where safety or embedded metal make this impractical.

B) Tree felling operations for non-marked trees:

- 1) The work areas shall be designated by the County in coordination with the Debris Removal Operations Center.
- 2) Contractor shall not work or operate outside the work area limits established by the County unless written permission from the affected property owner(s) is submitted and accepted by the County. Stream Environment Zones (Watercourse and Lake Protection Zones), riparian areas, and other sensitive or unusual areas shall be marked by suitable flagging by the contract RPF.
- 3) All live trees shall be left standing and not harmed unless otherwise specified or approved by the County in consultation with Contract Registered Professional Forester. In those cases that burned trees and their mortality is in question as specified in Request for Bid. Contractor's marking and identification operations shall comply with all applicable portions of the current California Forest Practice Rules.

C) Tree and Woody Vegetation Disposal

- 1) All woody material resulting from Contractor's operations, except for wood chip mulch, shall be removed from the work area of felling unless otherwise specified. Lopping and scattering is prohibited. Wood chip material shall be removed unless needed on-site for erosion control or other purposes as per County requirements in consultation with the Natural Resources Conservation Service.
- 2) All Licensed Timber Operators shall comply with the California Forest Practice Act and Rules.
- 3) Disposal of this material shall be in accordance with all applicable rules, regulations, ordinances, and laws. Disposal alternatives or sites may include but are not limited to: sawmills, recycling centers, firewood lots, wood grinding sites, or other locations where the materials will not add to the community fire hazard or serve as brood material for bark beetles. Contractor is responsible for all costs and fees resulting from handling, transporting, and disposing of all removed material.
- 4) Disposal of all felled and down trees, and substantially damaged vegetation, shall be carried out in a safe and professional manner. This operation shall be performed in conformance, and consistent, with applicable portions of the current California Forest Practice Rules and contract provisions, except as modified by

the Governor's Proclamation for the Angora Fire. Contractor shall obtain and keep in good standing throughout the course of the work all licenses, permits, and approvals required to complete the work.

- 5) Naturally occurring down trees and associated slash shall be removed unless downed trees are embedded in the soil and cannot be removed without soil disturbance. All exposed limbs from down and embedded trees shall be removed and disposed of in accordance with all applicable rules, regulations, ordinances, and laws.
- 6) Wood chip mulch or any other wood debris will not be spread into or allowed in the footprint of the removed foundation and structure. Wood chip mulch shall not be spread into or allowed to remain in watercourses where subsequent rainfall and runoff would move the mulch into the receiving watercourse. Wood chip mulch shall be evenly spread on bare soil areas for erosion control. The depth of wood chip mulch shall not be deeper than 3 inches.
- 7) Contractor shall inform the County of the planned methods of wood material utilization and disposal. To the extent possible, removed wood material shall be marketed and utilized.
- 8) In areas where tractor or other heavy equipment operation is not restricted by the current California Forest Practice Rules, the Lahontan Water Quality Control Board, or the Tahoe Regional Planning Agency, all woody material shall be removed or chipped and spread.
- 9) Lop and scatter treatment shall be prohibited.
- 10) Contractor may not dispose of or store slash from another location to the project site for lop and scatter purposes or any other purpose; however, under the direction of the Natural Resource Conservation Service (NRCS) and the County, Contractor may import weed free mulch material to the project site for purposes of erosion control.
- 11) The Contract RPF or designee will review all phases of the tree removal operation concurrently.

D) Erosion Control Methods

- 1) The Licensed Timber Operator (LTO) shall consult with the County, California Integrated Waste Management Board Coordinator, and the NRCS to determine erosion control standards for individual parcels. The LTO shall not destroy or damage existing erosion control features and structures installed by any other entities as a part of the Angora Fire erosion control program, nor impede the installation of such features and or structures, and if such occurs the LTO shall be liable for cost of damage and replacement.
- 2) The Contractor and all subcontractors shall adhere to the NRCS Erosion and Sediment Control Specifications and TRPA Post-Debris Removal Erosion Control Requirements and shall coordinate and take general direction from the Integrated Waste Management Debris Removal Coordinator and the County Environmental Management staff as to the results to be achieved.

E) Dust Control

- 1) The Contractor shall provide water to prevent dust nuisance at each work site. Dust resulting from Contractor's performance of the work shall be controlled at all times during this project and comply with El Dorado County Air Pollution Control District Rule 223. The Contractor will provide the proper number of water trucks and water wagons to prevent dust emission.
- 2) The Contractor is also responsible for obtaining the necessary water permit from South Tahoe Public Utilities District.

F) Track Out Controls

- 1) The Contractor will prevent or cleanup carryout and track out as specified El Dorado County Air Pollution Control District Rule 223.
- 2) The use of blower devices, or dry rotary brushes or brooms, for removal of carryout and track out on public roads is expressly prohibited. The removal of carryout and track out from paved public roads does not exempt an owner/operator from obtaining state or local agency permits which may be required for the cleanup of mud and dirt on paved public roads.
- 3) Cleanup of carryout and track out shall be accomplished by:
 - a. Manually sweeping and picking-up; or
 - b. Operating a rotary brush or broom accompanied or preceded by sufficient wetting; or
 - c. Operating a PM10-efficient street sweeper.

G) Protection of Utilities and Roadways

- 1) The Contractor will protect all site utilities, driveways, and roads. For this contract utilities shall include but are not limited to: power lines, cable lines, phone lines, gas lines, sewer systems, sewer markers (note: 2x4 painted pink), drainage structures and systems, and in place erosion control devices.
- 2) The Contractor will repair or pay for the repair of the damage utilities to the satisfaction of the County.
- 3) The Contractor will complete the repair within 14 working days of being notified of the damage.

General Specifications

- 1) The Contractor shall provide a work plan at the time of submittal that identifies the necessary LTO resources (crews) that have the ability to meet the performance standards contained herein.
- 2) The Contractor shall provide a list 3 of public agency references including agency name, contact name, contact phone number, and project type.
- 3) All woody material shall be removed or chipped on-site. Lop and scatter is prohibited.

- 4) To facilitate the removal of woody material, Contractor shall obtain the necessary equipment to perform tree removal operations as per the performance standards contained herein, including but not limited to chippers, cranes, equipment utilizing rigging, track and/or rubber tire tree removal equipment such as Bobcats, skid steers, skidders, de-limbers, excavators with rotating saw heads (i.e. Timbcos, etc.) cable yarding, in-line cabling, and any other similar method to safely and effectively remove and dispose of felled and down trees.
- 5) Trees felled on the property owned by another, shall be cleaned up as to the Forest Practice Act rules and regulations specification as well as this contract specifications (whichever is more restrictive) on the same day of its creation.
- 6) Property corners, brass caps and other survey markers must be protected. Utility corridors including power lines, gas lines, water lines and sewer lines must be protected. These corridors must be clearly marked before felling starts. A California Licensed Surveyor may be required by the County in those instances where property corners and property lines cannot be located. The County shall not be liable for damage to any utility owned improvements damaged by the Contractor.
- 7) The Licensed Timber Operator (LTO) is responsible for complying with the California Forest Practice Act and all applicable Rules and Regulations.
- 8) All coniferous stumps from a tree determined by the RPF to be living and exceeding 8 inches in diameter resulting from this work shall be treated in compliance with labeled directions within four hours of creating the stump with a Sporang product licensed with the California Department of Pesticide Regulation (DPR) for the use of controlling the spread of annosus root disease. The treatment shall not be used within 25 feet of lakes, Class I or II watercourses as defined by the California Forest Practices Act, or other areas where surface water is present.
- 9) All timber must be felled to the proper lead so that logs can be lined out without turning and damaging the ground and young live trees. In areas of concentrated dead timber, stage felling may be required.
- 10) Timber must be felled away from watercourses and lakes. Stump heights must be 8 inches or less on the high side, except where defects or embedded metal dictate otherwise for safety reasons. All timber felling must be confined to the property where written permission is obtained from the affected property owner to fell and skid timber on an adjoining property.
- 11) Skidding logs, tops, and slash must be accomplished with minimal damage to the residual stand where such exists. The slash and other unusable material may be chipped in place and scattered over the area.
- 12) Slash and other tree removal debris must be cleaned up as the tree removal operation proceeds. Slash may be chipped or removed. Lop and scatter is prohibited. Cleanup on small parcels may take place after tree removal to avoid conflict between different operational groups working on the same area. Safety will be a priority in this situation.
- 13) In all cases, the Contract RPF or designee may mark damaged green trees concurrently as the operation progresses including broken tops, skinups, and trees otherwise damaged to a point where removal is the best option.

- 14) All erosion control materials used shall be certified as weed free.

Insurance and Indemnification Requirements

Interested Contractor must be able to comply with the following insurance and indemnification requirements prior to entering into a contract with the County.

Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- 1) Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- 2) Commercial General Liability Insurance of not less than \$2,000,000.00 combined single limit per occurrence for bodily injury and property damage, of which up to \$1,000,000 may be in the form of excess/umbrella coverage if it follows the form of the primary.
- 3) Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- 4) For the purposes of this agreement, Professional Liability is not required.
- 5) Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required above is being maintained. For the purposes of this agreement, Professional Liability is not required.
- 6) The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- 7) Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- 8) The certificate of insurance must include the following provisions stating that:
 - A) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - B) The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability and excess/umbrella policies.

- 9) The Contractor's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.
- 10) Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 11) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- 12) The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- 13) Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- 14) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- 15) Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.
- 16) Contractor shall furnish, in triplicate, a payment bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total Contract amount, and shall be executed upon the form bound herein.
- 17) Contractor shall furnish in triplicate, a performance bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performances of all covenants and stipulations under this contract. The amount of this bond shall be one hundred percent (100%) of the total contract price, and shall be executed upon the form bound herein.

Indemnification

The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor services, operations, or performance hereunder, regardless of the existence or

degree of fault or negligence on the part of the County, the Contractor, sub contractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prohibited by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Response Requirements

Responses to this project shall be submitted on the form titled “Angora Tree Informal Bid” along with all required attachments.

These responses are to be hand delivered no later than:

Wednesday, August 15, 2007 12:00 (Noon) to the
Debris Removal Operations Center at 1635 Elks Club Drive, South Lake Tahoe

Responses shall be submitted in a sealed envelope and clearly marked “Angora Fire Tree Removal Informal Bid”. Late responses will not be considered.

Mandatory Pre-Submission Conference

A **Mandatory Pre-Submission Conference** shall be held from 2:00pm – 3:00pm,
Monday August 13, 2007 at:

Debris Removal Operations Center
1635 Elks Club Drive
South Lake Tahoe, CA 96150

All questions will be answered verbally, to the best of the Counties and CAL FIRE ability, at the Pre-Submission Conference. Any questions received before or after the above noted time will not be addressed. Any applicant not in attendance at the mandatory pre-submission conference will not be eligible for further participation in the evaluation process for this project.

Estimated Project Commencement

Monday August 27, 2007

Angora Fire Tree Informal Bid

Contractor Name: _____

Contractor Address: _____

Contractor Phone: _____

Timber Operator A License Number: _____

Registered Professional Forester (Sub-consultant): _____

Zone Quotes:

Zone A \$ _____

Zone B \$ _____

Zone C \$ _____

Required Attachments:

Copy of Timber Operator License

Copy of Registered Professional Forester (sub-contractor) License

List of 3 public agency references

Work Plan that identifies the necessary LTO resources (crews) to meet the performance standards set in the “Angora Fire Hazardous Tree Identification and Removal Project” document.

I _____ am an authorized representative of the organization identified above. I hereby authorize that the organization is able to meet and accept the insurance and indemnity requirements identified in the “Angora Fire Tree Identification and Removal Project Description Section titled Insurance and Indemnification Requirements”. I understand that the submittal of this informal proposal does not constitute a contract, an offer of employment or to pay any cost incurred in the preparation of the responding documents.

Signature of Authorized Representative

Date

**Angora Incident
 Damage Assessment Team
 Post Fire Building Condition
 Map Page 1**

38°54'0"N

120°2'0"W

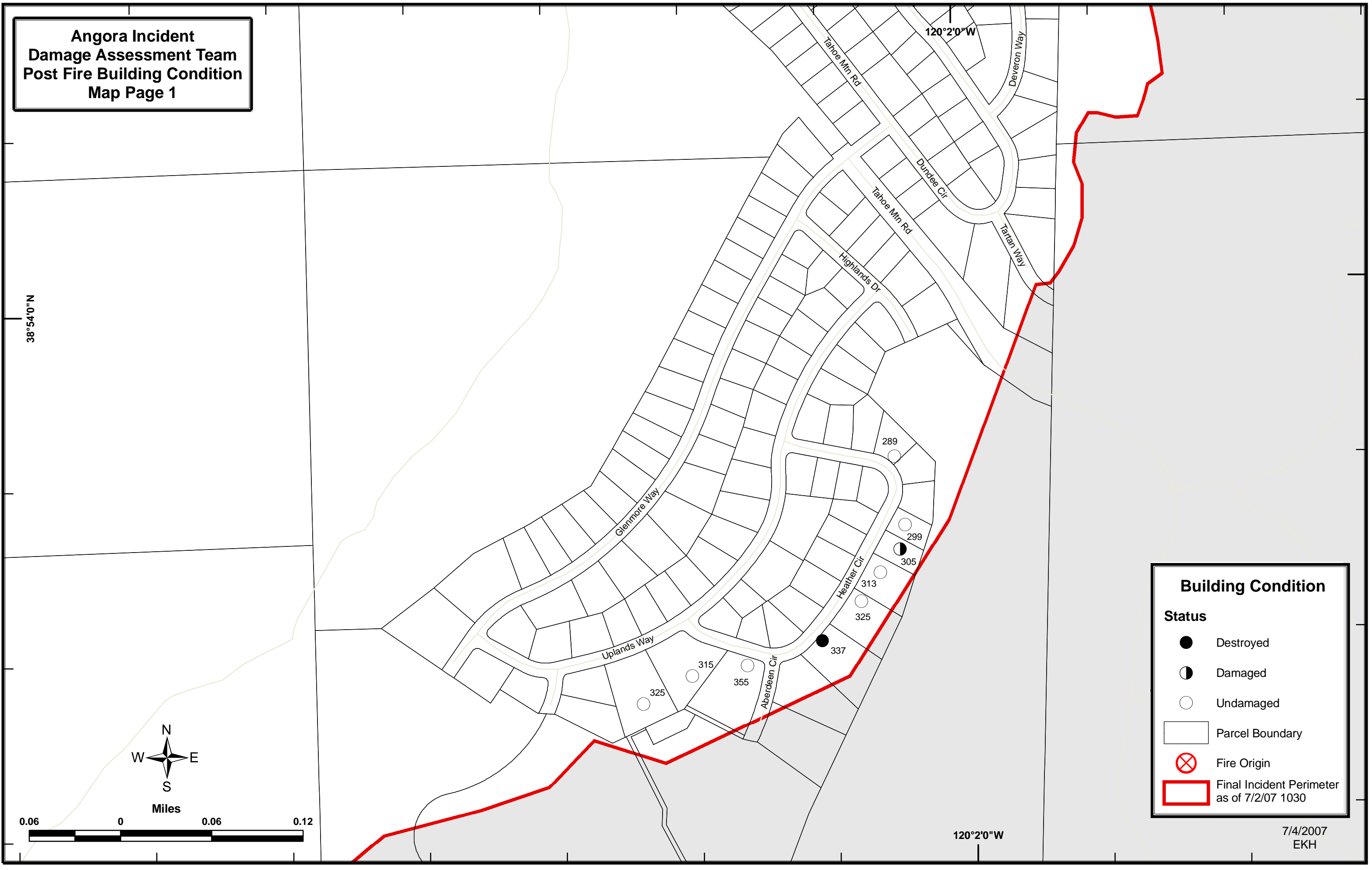
120°2'0"W



Building Condition

Status

- Destroyed
- ◐ Damaged
- Undamaged
- ▭ Parcel Boundary
- ⊗ Fire Origin
- ▭ Final Incident Perimeter as of 7/2/07 1030



**Angora Incident
Damage Assessment Team
Post Fire Building Condition
Map Page 2**

120°2'0"W



Building Condition

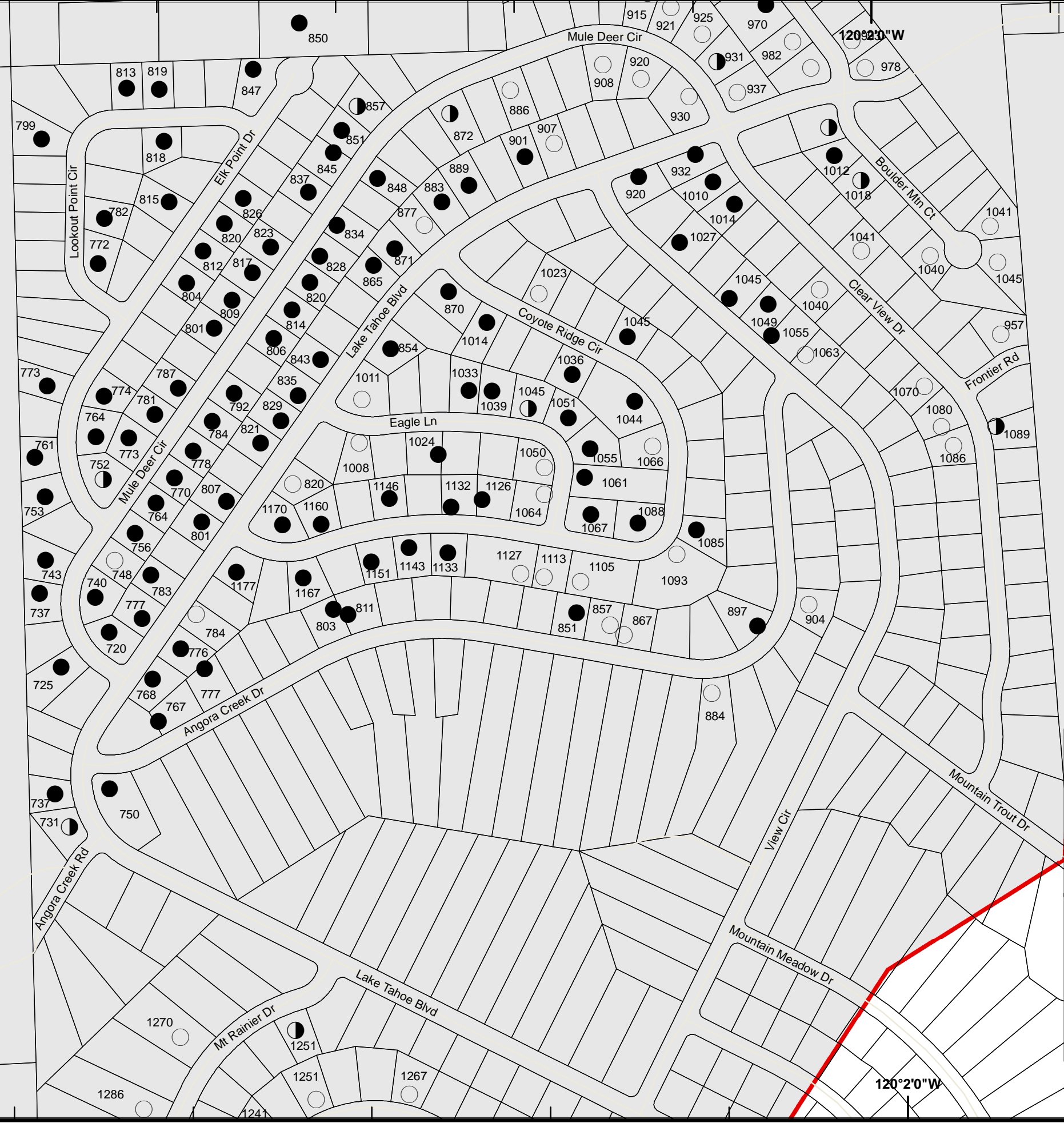
Status

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- ▭ Parcel Boundary
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**Angora Incident
Damage Assessment Team
Post Fire Building Condition
Map Page 3**

38°53'0"N



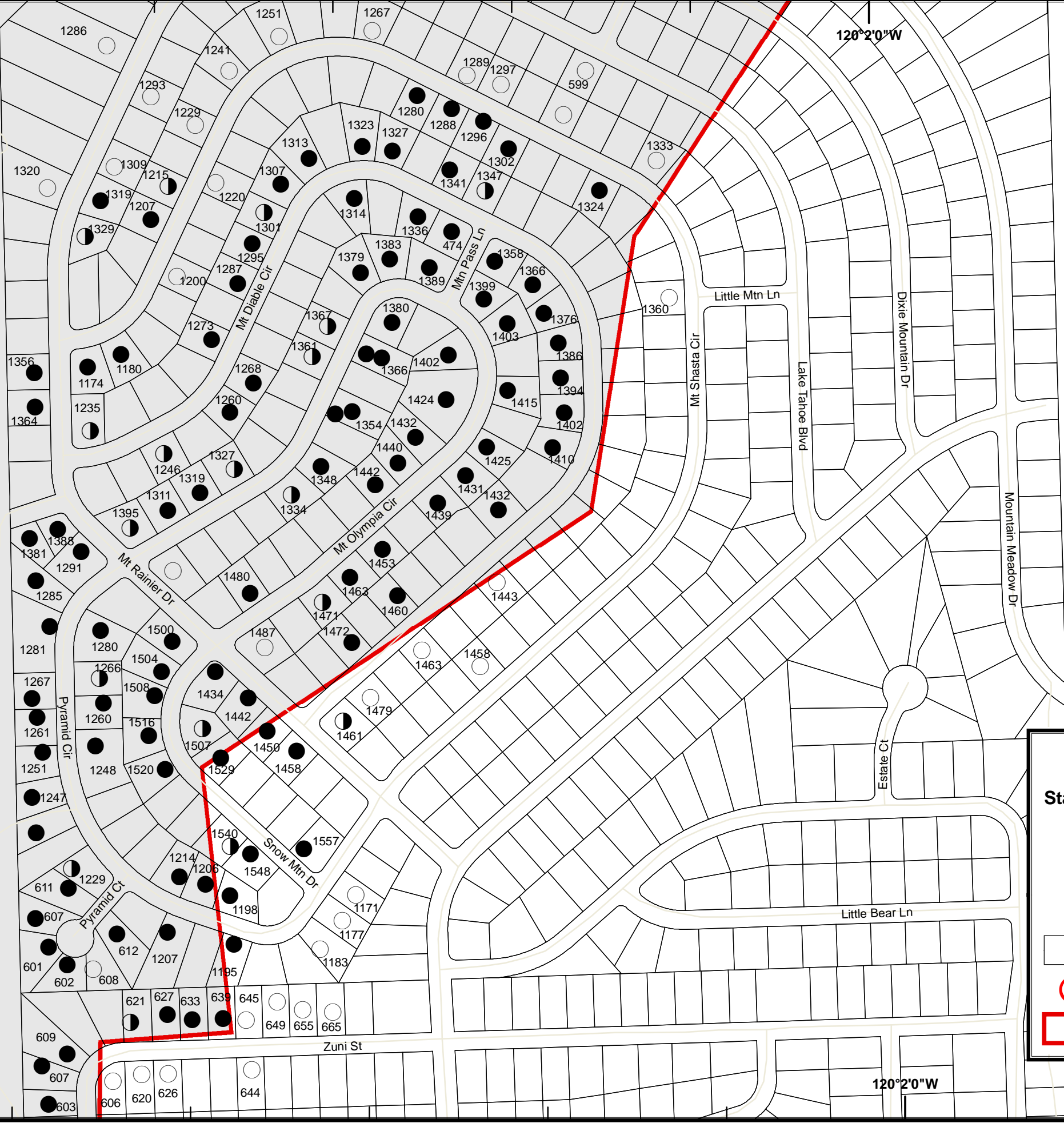
Building Condition

Status

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- Undamaged
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- ⊗ Fire Origin
- ▭ Final Incident Perimeter as of 7/2/07 1030

7/4/2007
EKH

**Angora Incident
Damage Assessment Team
Post Fire Building Condition
Map Page 4**



Building Condition

Status

- Destroyed
- ◐ Damaged
- Undamaged
- ▭ Parcel Boundary
- ⊗ Fire Origin
- ▭ Final Incident Perimeter as of 7/2/07 1030

7/4/2007
EKH