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DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

**Notice to Prospective Bidders**  
**Revised 6/18/2020**

~~May 20, 2020~~ **June 18, 2020**

You are invited to review and respond to this modified Invitation for Bids (IFB), entitled "Tree Removal Services for the Camp Fire in Butte County" DRR19067. In submitting your bid, you must comply with the instructions herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Luke Wainscott  
[contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)  
Phone: 916.341.6527  
Fax: 916.319.7345

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Luke Wainscott  
Contract Administrator

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## Section 1 Overview

### General Information

The Department of Resources Recycling and Recovery (CalRecycle) has been tasked by the California Governor's Office of Emergency Services (Cal OES) to manage coordinated removal, transport, and disposition of fire-related Hazard Trees from private properties and certain public properties affected by the 2018 Camp Fire in the Town of Paradise and Butte County (Hazard Tree Removal Program). CalRecycle intends to perform this work in an expedited manner in full compliance with Butte County ordinances and objectives, Cal OES California Disaster Assistance Act compliance guidance, and Federal Emergency Management Agency (FEMA) project requirements as outlined in this Invitation for Bids (IFB), while protecting public health and safety and the environment. To encourage the economic recovery and well-being of the residents of an area where a disaster or state of emergency has been declared, CalRecycle encourages local and California-based contractors to bid on this IFB.

**Please note that CalRecycle is soliciting this Agreement under the authority of the Governor's Proclamation of a State of Emergency (11-8-18) and Executive Order B-57-18 (11-14-2018). Many sections and requirements differ from typical IFB documents.**

### CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street  
Sacramento, CA 95814  
CalRecycle Contracts Unit, MS-19A  
Mailing Address: PO Box 4025  
Sacramento, CA 95812-4025  
Attn: Contracts Unit, MS-19A

Phone: (916) 341-6527  
FAX: (916) 319-7345  
EMAIL: [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)

Any documents delivered in person must be received in the Visitor's and Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814, by 2:00 p.m. on June 24, 2020.

### Service Needed

The Camp Fire has impacted Butte County. To date, it is estimated that over 600,000 and up to 1,200,000 trees were destroyed or damaged by the wildfire. It is estimated that up to 300,000 of these trees are Hazard Trees endangering the public at large on roadway networks and near public structures. A "Hazard Tree" is defined as a tree that

“If its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter of six inches or greater at four and one-half feet above ground level; and one or more of the following criteria is true: it has more than 50% of its crown damaged or destroyed, or it is a split trunk, broken branches or exposed heartwood, or it is leaning at an angle greater than 30 degrees.” (taken from the Public Assistance Debris Management Guide, FEMA-325 / July 2007).

Up to 300,000 Hazard Trees are believed to be eligible for tree removal within the fire burn area, based on the “Camp Fire – CalFire Tree Inventory Sampling”, October 18, 2019 (See Attachment K). This report presents estimated numbers of hazard trees along public and some private roads that could fall on public property and/or on private rights-of-way. The estimated number of hazard trees ranges between 280,779 trees to 303,473 trees (lower to higher confidence levels). This study was conducted based on CalFire staff perceived hazard trees located on approximately 17,000 private properties, on Town and County Rights-of Way, and on certain public and commercial properties in both the Town of Paradise and Butte County.

To resolve the immediate threat to public safety, Cal OES established a State Hazard Tree Removal Program and deployed an Incident Management Team (IMT) composed of employees of Cal OES, CalRecycle, and other state agencies operating under mission task from Cal OES. The IMT is led by an Incident Commander (IC) from Cal OES. The IC has overall management responsibility for the incident and all other agencies or entities supporting the Hazard Tree Removal Program.

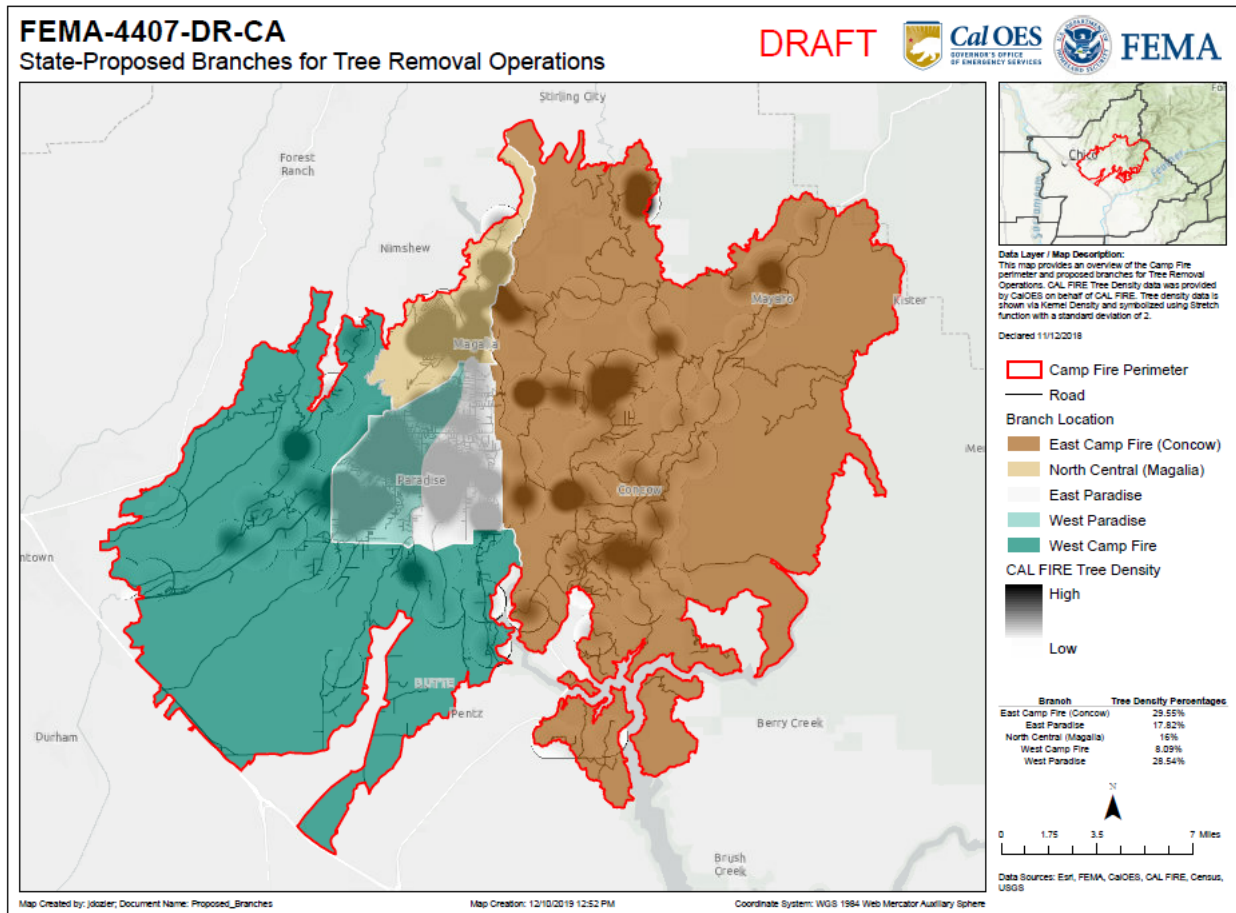
While the current estimate is that there may be up to 300,000 Hazard Trees (along both public and private road rights-of-way), this number is not guaranteed and may be reduced after the Contracts are awarded. The State may reduce the number of Hazard Trees. Some factors that may cause a reduction in tree count include:

- FEMA eligibility for Hazard Trees along private roadways is revised or determined not eligible as part of this operation.
- The participation rate for private property owners in the State Hazard Tree Removal Program is less than 100% (As of May 1, 2020 there are 5,277 properties that have signed up and been approved for the program. The current deadline for receiving Right of Entry Forms (ROEs) is May 7, 2020).
- Other unforeseen factors at the time of this IFB publication.

To participate in the State Hazard Tree Removal Program, private and commercial property owners are required to complete and sign a Right of Entry (ROE) form, which authorizes CalRecycle and its Contractors to perform this work. Public entities may also be required to complete and sign a ROE form. CalRecycle does not control nor guarantee the ultimate number of ROE forms received, or when they are received and approved by the IMT.

CalRecycle anticipates awarding two (2) separate Agreements that will total approximately \$450,000,000.00 (four hundred and fifty million dollars and zero cents): one Agreement for work inside the Town of Paradise and one Agreement for work outside the Town of Paradise. A Bidder may submit bids for either or both Agreements, but the two Agreements will be awarded to separate Contractors (except as noted on page 41).

CalRecycle has divided the tree removal operations into two (2) contracting areas covering five (5) operational Branches. Each Branch represents a separate operational area that may be covered by specific Public Agency, Public and Private Utility Right of Way (ROW) Exemptions, respectively (see the map below).



CalRecycle anticipates awarding one Agreement that includes hazard tree removal from the areas within the Town of Paradise, noted as the East Paradise and West Paradise Branches. These two areas represent approximately 46 percent of the estimated total number of hazard trees and an Agreement amount of up to \$207,000,000.

A second Agreement will be awarded for the removal of hazard trees outside of the Town of Paradise but within Butte County, noted as the East Camp Fire (Concow), West Camp Fire, and North Central (Magalia) Branches. These three areas represent

approximately 54 percent of the estimated total number of hazard trees and an Agreement amount of up to \$243,000,000.

The Contractor's actual submitted Cost Bid Schedule Total amount shall be used for bid bond purposes. If a Contractor submits both Cost Bid Schedules, the higher total shall be used for bid bond purposes.

**None of the estimated hazard tree quantities or overall contract dollar amounts are guaranteed. The duration of the work is also not guaranteed. The quantity of Hazard Trees applicable to this IFB may all change based on the discretion of the state, site conditions, property owner participation in the hazard tree removal program, and other unanticipated factors. Potential bidders are advised to submit bid schedules accordingly.**

This very large project will require the two awarded contractors to work in close proximity with numerous other parties (such as utility companies, the Butte Fire Safe Council, other State Contractors, and private party hazard tree removal contractors).

Both of the Contractors selected under this IFB shall be ready to commence work by June 29, 2020, but not likely to start later than July 13, 2020. The overall intent of this operation is to remove all eligible Hazard Trees from private and commercial properties with approved ROEs and Hazard Trees from within the Town and County Rights-of-Way, process the wood materials (as necessary), transport to end use facilities, and report operational progress as required by April 15, 2021. ROW Hazard Trees are to be felled, processed, transported and tracked separately from non-ROW hazard trees. Hazard Tree removal work will be authorized on workdays Monday through Saturday, between 7:30 a.m. and 6:00 p.m. or as directed by the IMT. Every fifth Saturday will be a non-working day and considered a safety stand-down day. Some holidays will be considered non-working days, as determined by the IMT, likely including, Independence Day, Labor Day, and Thanksgiving weekend.

All wood materials removed from the ROW or non-ROW properties with ROEs, as part of the State Tree Removal program must ultimately be taken to CM and IMT pre-approved end use facilities.

Each Contractor must be able to mobilize its Project Manager and Key Superintendents to the Tree Removal Operations Center within forty-eight (48) hours of receiving the Notice to Proceed (NTP) and/or Initial Work Order (WO). Within five (5) working days of the NTP/Initial Work Order each Contractor must mobilize a minimum of ten (10) Hazard Tree Removal Crews (as defined in the Definitions section of this IFB) to their respective Contract Areas. Each Contractor must have the ability to increase Hazard Tree Removal Crews at the rate described in the table below. Ultimately, each Contractor must have ability to provide the operation and the IMT with up to a total of fifty (50) Hazard Tree Removal Crews within sixty-five (65) calendar days of receiving the NTP. All additional crews, if any, will be pre-authorized by the IMT Crews shall be reduced at the direction of the IMT. The total number of crews mobilized is at the

discretion of the IMT and no change order or price adjustment will be considered based on the number of crews mobilized unless a Contractor exceeds fifty (50) Hazard Tree Removal Crews. The deployment of hazard Tree Removal Crews will be managed/metered by the IMT based on the rate at which ROEs are received from property owners that choose to participate in the State Hazard Tree Removal Program. As the rate of ROEs received by the IMT increases, Hazard Tree Removal Crews will be increased to ensure that all hazard Tree Removal Crews' workloads can be relatively maintained. As the eligible hazard trees are removed and the number of new ROEs received by the IMT decreases, Hazard Tree Removal Crews may similarly be demobilized, by the IMT, from the Project.

Project Manager and Key Superintendents for <u>each Contractor</u>	Within 48 hours of NTP and/or Initial WO
Ten (10) Hazard Tree Removal Crews, <u>for each Contractor</u>	Within 5 (five) days of NTP
As many as 10 additional, total of up to twenty (20) Hazard Tree Removal Crews, <u>for each Contractor</u>	Within twenty (20) days of NTP
As many as 10 additional, total of up to thirty (30) Hazard Tree Removal Crews <u>for each Contractor</u>	Within thirty-five (35) days of NTP
As many as 10 additional, total of up to forty (40) Hazard Tree Removal Crews for each Contractor	Within fifty (50) days of NTP
As many as 10 additional, total of up to fifty (50) Hazard Tree Removal Crews for each Contractor	Within sixty-five (65) days of NTP

If a Contractor fails to provide the minimum number of crews to their respective Contract Area in the quantities noted above and as authorized by the IMT, CalRecycle reserves the right to terminate this Agreement and enter into an agreement with the next lowest bidder. CalRecycle can enter agreements with both contractors or transition from one contractor to the next. CalRecycle also reserves the right to impose liquidated damages, per Clause 19 of Exhibit D, if a Contractor fails to provide hazard Tree Removal Crews as required.

**Contract Budget**

CalRecycle anticipates awarding two (2) separate Agreements: one that includes hazard tree removal from the Branches noted as West Paradise and East Paradise for



an Agreement amount of up to \$207,000,000. A second Agreement will be awarded for the West Camp Fire, East Camp Fire (Concow), and North Central (Magalia) Branches for an Agreement amount of up to \$243,000,000. Both Agreement amounts are subject to the availability of funds and approval by CalRecycle.

CalRecycle expects that these Agreement amounts could increase. If the budgets are increased, CalRecycle may periodically amend these Agreements to increase the overall budgets as funds become available. CalRecycle reserves the right to amend the budgets for these Agreements as needs arise.

**Payment Withhold**

The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle. The Contractor agrees to comply with the requirements of Public Contract Code (PCC) section 10346.

**Cash Flow**

Based on CalRecycle’s past experience with projects of this magnitude, Bidders should expect that the creation, organization, and backup for invoices for this Agreement will be complex and will involve CalRecycle and its Consultants (working under a separate contracts). Early coordination and the placement of contractor invoice resources in the field is vital to promoting timely payment. Incomplete or incorrect invoices can result in delays in payment, with some invoicing on past projects having delays between the performance of work and the Contractor actually receiving payment, sometimes exceeding 120 days from when work was performed. Bidders should carefully consider the impact of this potential delay on their cash flow and plan their bids accordingly, and plan on adequate administrative resources in the field to assist in limiting these delays.

**Contract Term**

The term of this Agreement will span approximately 12 months and is expected to begin as soon as June 29, 2020 but no later than ~~July 13, 2020~~ **July 20, 2020**. CalRecycle reserves the right to amend the term of this Agreement as needs arise.

**Process Type**

Modified Invitation for Bids (IFB).

**Process Schedule**

This process will be conducted according to the following tentative schedule where all times are Pacific Time:

Advertisement Date	May 20, 2020
Required Pre-Bid Meeting at 10:00 a.m.	May 28, 2020
Written Questions Due by 11:00 a.m.	June 3, 2020
Submittals Due by 2:00 p.m.	<del>June 24, 2020</del> <b>July 1, 2020</b>

Bid Opening at 2:00 p.m.

~~July 2, 2020~~  
**July 9, 2020**

**Required Pre-Bid Meeting**

The required pre-bid meeting will be held via teleconference on **Thursday, May 28<sup>th</sup>, 2020**, at **10:00 a.m.**. CalRecycle will issue an addendum that includes registration information prior to the meeting. **Attendance for the entire teleconference meeting is required in order for bidders to be eligible to submit a bid.**

This **mandatory meeting** will allow potential Bidders a limited opportunity to see conditions in the fire area, see several representative properties, and discuss the hazard tree removal operations with CalRecycle's Operations Chief and field staff. Bids will be disqualified unless a representative of the prime Bidder attended the pre-bid meeting and signed in with the representative's name and Bidding company's name.

## **Section II Rules and Conditions**

### **Introduction**

There are conditions that this IFB, submitting Bidders, bids and resulting Agreements are subject to and/or required to comply with.

### **Commitment**

Upon submittal of a Bid, the Contractor has committed to comply with the following requirements:

- All items noted in IFB documents;
- Special Terms and Conditions, which are included in the sample Agreement attached;
- General Terms and Conditions (GTCs) and Contractor Certification Clauses (CCCs) are both available for viewing at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

The above terms, conditions, and/or requirements are not subject to negotiation. Any Bidder that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and/or requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Bidders and benefit or enhance the Contract.

If the Bidder fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to award an Agreement resulting from this IFB.

### **Antitrust Claims**

In submitting a Bid Package to a public purchasing body, the Bidder offers and agrees that if the Bid Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including

treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Bid Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code section 4554.)

### **Contractor's Cost**

All costs resulting from the Contractor's participation in the IFB process are at the firm's expense. No costs incurred by the Contractor participating in the IFB process will be reimbursed by CalRecycle.

### **Information**

All materials submitted in response to this IFB will become the property of CalRecycle and, as such, are subject to the Public Records Act (Government Code sections 6250 et seq.). CalRecycle will disregard any language purporting to render all or portions of any bid package confidential.

All information obtained or produced during the course of the Agreement will be made available to CalRecycle.

Any information obtained or produced during the course of these Agreements that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Bidder prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information from the public, obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the Bidder, to the extent allowable by the California Public Records Act and the Public Contract Code. See the Access to Records Clause, Clause G of Exhibit G, for how information will be shared with government entities.

### **Written Questions**

Bidders needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit. All inquiries must be received no later than **11:00 a.m., June 3, 2020**, regardless of postmark. If the inquiries are faxed, then the time and date on the fax must not be later than the due date and time.

Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way excuse the Bidder of any obligations as set forth in this package.

All questions or inquiries regarding this solicitation shall be submitted using the contact information provided in Section I.

E-mails and/or faxes should be clearly marked “**Questions Relating to SOLICITATION DRR19067**”.

The questions and answers will be published in an Addendum to the IFB (see below, Addenda).

### **Addenda**

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this IFB.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the IFB should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues. Addenda will be available on the CalRecycle webpage for this particular solicitation at <http://www.calrecycle.ca.gov/contracts>.

### **Modification of Submittals**

A Bid submitted prior to the submittal deadline, can be withdrawn or modified by the submitting Bidder. The Bidder must:

- Provide a written request
- Identify the requesting individual and their association to the Bidder

A Bid cannot be withdrawn for modification after the submittal deadline has passed.

### **Errors in Submittals**

An error in a Bid package may be cause for rejection of that Bid.

CalRecycle may make certain corrections, if the Bidder's intent is clearly established based on review of the complete Bid.

### **Unreliable List**

Any Contractor or subcontractor currently on the CalRecycle Unreliable list is ineligible to apply for or participate in this contract.

### **Governance**

If any provisions of the Agreement resulting from this IFB are found to be unlawful or unenforceable, such provisions will be voided and severed from the Agreement without affecting any other provision of the Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end

that the Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

The Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

All proceedings concerning the validity and operation of this IFB or the Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

The person signing the Agreement on behalf of the Contractor must certify under penalty of perjury under the laws of California, that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to sign an Agreement with the State of California. **This statement may be included in the cover letter of the IFB Bid package.**

#### **Suspension and Debarment**

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CalRecycle. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California or CalRecycle, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **Electronic Waste Recycling**

If the Contractor or any Subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

### **Use Tax**

If, during the course of the Agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

### **Small Business (SB) Preference**

The following information shall apply to both SBs and MBs.

Any Bidder competing in this process as a California Certified Small Business (SB) or Micro Business (MB), or as a non-SB certifying to subcontract a minimum of 25 percent (25%) of the total contract services to a California Certified SB or MB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). CalRecycle will apply the preference per State law and as described on the DGS website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use Attachment B to report this information.

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.

For award based on low price, the preference is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage of SB participation. The SB preference will also be applied when a responsible bidder that is not a CA certified SB or a non-SB claiming 25% CA certified SB subcontractor participation submits the lowest responsive bid.

The computation is for evaluation purposes only. Application of the preference shall not displace an award to a small business with a non-SB claiming 25% CA certified SB subcontractor participation.

A copy of the Bidder's SB certification should be included with the Bid Package.

If the Bidder makes a commitment to achieve small business participation, then the Bidder, if awarded this contract, must within 60 days of receiving final payment (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to Attachment C to fulfill this requirement.

### **Disabled Veterans Business Enterprise (DVBE) Incentive**

Any Bidder competing in this process as a California Certified Disabled Veterans Business Enterprise, or as a non-DVBE certifying to subcontract a minimum of 3 percent (3%) of the total contract services to a California Certified DVBE, will receive an incentive as shown below:

1. Five percent (5%) and above participation level = bid will receive five percent (5%) incentive.
2. Four percent (4%) participation level = bid will receive two percent (2%) incentive.
3. Three percent (3%) participation level = bid will receive one percent (1%) incentive.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

Up to a five percent (1-5%) bid incentive is available to a non-DVBE claiming a minimum of three percent (3%) California certified DVBE subcontractor participation. If claiming the non-DVBE subcontractor incentive, the bid response must include a list of the DVBE(s) with which you commit to subcontract in an amount of at least three percent (3%) of the net bid price with one or more California certified DVBEs. Each listed certified DVBE must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified DVBE subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use Attachment B (Bidder Declaration) to report this information.

Bidders claiming an incentive must commit to subcontract at least three percent (3%) of the net bid price with one or more California certified DVBEs. Completed certification applications and required support documents must be submitted to the office of Small



Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on low price, the incentive is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Bidder's DVBE certification should be included with the Bid Package. For information on locating DVBE resources please go to the following website <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

If awarded, the Bidder who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to Attachment C to fulfill this requirement.

### **Maximum Combined Participation Preferences and Rules for Award**

For the SB and DVBE participation preferences, the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per solicitation.

Preference programs for the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB/MB and a firm that is SB/MB and DVBE, the award shall be made to the firm that is SB/MB and DVBE.

### **Subcontractors**

All Subcontractors identified in the Bid must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

Subcontracting with Local Businesses:

- (a) To encourage the economic recovery and well-being of the residents of an area where a disaster or state of emergency has been declared, CalRecycle encourages the Contractor to use

local businesses to the extent practicable and economically feasible in the performance of this Agreement. If the Contractor is unable to secure sufficient local businesses, it is encouraged to utilize California-based businesses.

- (b) For the purposes of this section local business means a business which has its headquarters within Butte County.
- (c) During the performance of this Agreement the contractor agrees, if subcontractors are to be let, to take the following steps to promote the use of local businesses:
  1. Place qualified local businesses on solicitation lists.
  2. Assure local businesses are solicited whenever they are potential resources.
  3. Dividing total requirements and/or establishing delivery schedules whenever economically feasible into smaller tasks or quantities to permit participation by local businesses.

If awarded the Agreement, the Contractor **must** use all of the SB/MB and Disabled Veteran Business Enterprise firms identified on the Bidder Declaration form (Attachment B) and include this information at the completion of the project.

Contractor understands and agrees that should award of this Contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) Subcontractor(s) identified in their proposal, per Military and Veterans Code 999.5 (e), a DVBE Subcontractor may only be replaced by another DVBE Subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE Subcontractor(s) identified in the proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the Bid may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

CalRecycle reserves the right to approve substitutions of Subcontractors, as long as, certified business participation levels remain unchanged.

### **Section III Bid Submittal Requirements**

#### **Introduction**

Failure to follow the instructions contained in this document may be grounds for rejection of a Bid.

CalRecycle may reject any Bid if it is conditional, incomplete or contains irregularities.

CalRecycle may waive an immaterial deviation in a Bid, if deemed in the best interest of CalRecycle. Waiver of an immaterial deviation shall in no way modify the IFB requirements or excuse the Contractor from full compliance with the Agreement requirements.

#### **Deadline**

The Bid package must be received by CalRecycle, at the address listed in Section I, Overview by **2:00 p.m., on ~~June 24, 2020.~~ July 1, 2020.**

Bids received after the deadline, will be considered late and returned to the Bidder unopened.

#### **Addressing**

The Bid package must clearly state that it is in response to this IFB and note the IFB number listed with the direction of "Mailroom – do not open."

#### **Number of Copies**

The Bidder is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original" (do not include bid sheet in this copy).
- One electronic copy on USB flash drive viewable by Adobe Acrobat Reader (do not include bid sheet in this copy).
- One complete, signed cost bid sheet (Attachment A) in a separate sealed envelope marked "**Bid – Do Not Open**".

It is the submitting Bidder's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

#### **Document Printing**

CalRecycle is waiving our standard document printing requirement that all documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber due to COVID 19.

#### **Cover Letter**

The cover letter shall be signed by an individual who is authorized to bind the Bidder and shall indicate that person's title or position. The cover letter must be on the Bidder's company letterhead and contain the following information:

- a. Name and address of the Bidder submitting qualifications;
- b. Bidder's Headquarters for purposes of this Agreement, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Bidder;
- e. Statement that personnel who will provide services under the agreement will have the required certifications and that bidder will have qualified personnel available to meet the service needs;
- f. List of Contractor's and any Subcontractor(s)' business names, identification of certified SB status, if applicable, and corresponding OSDS Reference number(s) issued to the certified SB by DGS;
- g. Statement verifying that neither the Contractor, its principals, nor its affiliates are excluded or disqualified (per the Suspension and Debarment clause of Exhibit G);
- h. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.1;
- i. Statement that the Contractor certifies under the penalty of perjury under the laws of the State of California that the Contractor will, unless exempted, comply with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103; and
- j. Statement of acknowledgement that the Bidder received any Addenda issued.

### **Qualifications and Resources**

The prospective Contractor must have the experience, qualifications, and resources to perform the required tasks of the project. Bidders shall provide all information required below. Failure to provide any information below may cause the bid to be considered non-responsive and the submittal may be rejected.

Each Prime Contractor shall:

1. Be a State of California Licensed Timber Operator (LTO). Any hazard tree cutting sub-contractors shall also be LTOs capable of directionally falling timber away from structures, power lines, and roadways in urban and semi-urban settings.
  2. Have a Workers Compensation Insurance Experience Modification Rate (EMR) of 1.00 or less;
  3. Have completed at least two projects in the last five years removing dead or dying trees, fire trees, or hazard trees for a public agency within public rights of way of \$2 million or greater; **One of the two projects may include hazard tree removal work for California utility companies, so long as the project amounted to \$2 million or greater.**
- a. Organization: Provide a brief description of the organization's services and activities, including:
    - Date of establishment
    - History

- Location
  - Any known conflicts of interest
- b. References: The Bidder shall provide references for a minimum of two (2) projects removing dead or dying trees, fire trees, or hazard trees for a public agency within public rights of way (as part of a California Timber Harvest Plan or Exemption), performed as a prime contractor.

Each of these two references shall support experience for the types of work identified in Section V, "Work to be Performed," **having completed at least two projects in the last five years removing dead or dying trees, fire trees, or hazard trees for a public agency within public rights of way of \$2 million or greater. One of the two projects may include hazard tree removal work for California utility companies, so long as the project amounted to \$2 million or greater.** ~~completed within the last 5 years, and be of a minimum contract amount of \$2,000,000 each.~~ CalRecycle reserves the right to contact these references as well as seek references in addition to the client references provided by the Bidder, as it deems necessary. Contractors shall provide the name and **current phone number** of references that can confirm accuracy of experience and qualifications listed in the Bid. References who are employees of the company submitting the Proposal or employees of firms legally associated with the Contractor submitting the Proposal will not be considered as valid references. Because of the short evaluation period, CalRecycle reserves the sole right to disqualify or accept an interested party's bid based on references.

If liquidated damages were applied to the referenced projects the Bidder must explain the circumstance. Use Attachment F to fulfill this requirement.

- c. Organizational Chart / Personnel Information: Contractors shall provide an organizational chart indicating the Project Manager and other staff designations as required by the IFB. Other personnel may be included in the organization chart. A resume is required for each person shown on the organization chart. Specific staff shall be identified for the following tasks, at a minimum:
- 1) Program Manager
  - 2) Project Manager
  - 3) Health and Safety Officer
  - 4) State of California Registered Professional Foresters (if any)
  - 5) Arborists (if any)
  - 6) Project Superintendents
  - 7) Cost Estimators
  - 8) List of Subcontractors, their certifications as LTOs and their Roles.

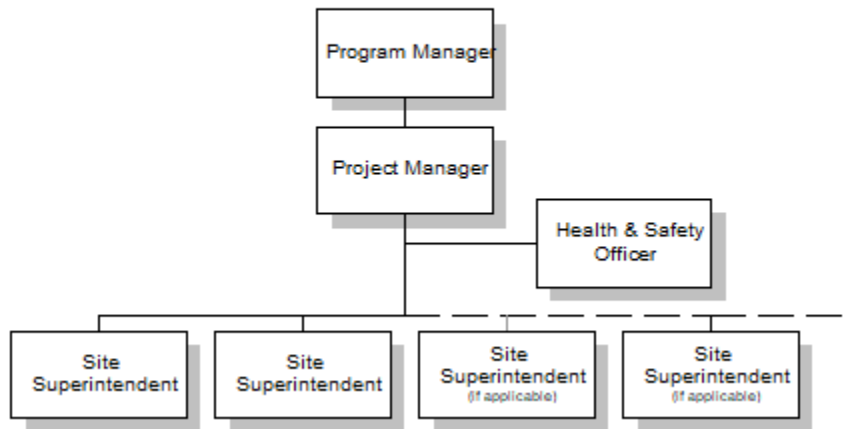
A résumé for each of these key personnel shall be submitted as part of the Bid. The same person may be responsible for multiple tasks, but their experience in each task must be indicated in their résumé. The organizational chart shall

indicate other primary employees of the Contractor and any subcontractors who will, or may be, involved with projects during the course of the Agreement. The organizational chart shall also indicate whether the employee works for the Contractor or is a subcontractor. Each resume shall include, at a minimum, the following:

- 1) Current position in the firm.
- 2) Experience for at least the last 5 years.
- 3) Major projects and accomplishments.
- 4) Education and special training.
- 5) Professional Registrations, include certification number(s); and
- 6) Professional affiliations.

Example Organization Chart Below:

Example Organization Chart



\*Org Chart must include RPFs and Arborists (if any)

- d. Contractor Project Resources and Ability to Perform: Contractors shall describe adequate available resources available including providing CalRecycle a submittal of the equipment type owned or rented that is anticipated to perform the work. Additionally, provide information that demonstrates the Contractors' ability to perform these types of work, experience with projects of similar scope, or any other information that demonstrates the Contractors' capabilities to perform work identified in Section V.
- e. Partners/Subcontractors: Each Agreement will be awarded to only one (1) prime Contractor. However, CalRecycle recognizes that the scope and variety of work may require resources beyond the capabilities of a single firm. All other firms whose resources are committed in bid documents will be treated as subcontractors under the Agreement, whether presented as team members, partners, subcontractors, or any other term. The experience of those subcontractors, in addition to the experience of the prime Contractor, shall be indicated on the appropriate forms in the bid package. All experience

documented on the forms shall be clearly marked to show which firm was responsible for the specific work.

Any additional information that demonstrates the abilities of a proposed Subcontractor shall be included. Subcontractor personnel who are listed in the bid package shall be clearly identified as employees of their respective subcontractor.

### **Contractor Eligibility**

The Bidder shall include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.1.

Additionally, the Bidder shall include a written declaration, stating that none of the Contractors, its principals, or its affiliates are excluded or disqualified (per the Suspension and Debarment clause above).

These statements may be included in the cover letter.

### **Qualification/Licenses**

The Contractor shall be an individual or firm qualified to do business in California. Required documentation includes the following as applicable:

- 1) A copy of the Bidder's (and any Subcontractors') registration with the Secretary of State.
- 2) The prime Contractor must have the required General Class A, General Engineering Contractor's license and a State of California Licensed Timber Operator (LTO), issued by the State of California's Office of Professional Forester Registration. Subcontractors cannot be used to fulfill this requirement.
- 3) Hazard Tree cutting Subcontractors shall also be California LTOs.
- 4) All trees to be felled within the Pacific Gas and Electric (PG&E) prescribed distances from a PG&E power pole or power line, depending on the Voltage carried, can only be cut by PG&E certified tree fallers.
- 5) The Contractor must provide their OSHA lost time injury/illness incidence, OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR) for the last 3 years.

### **California Only Restriction**

For DRR19067 Tree Removal Services for the Camp Fire, a new restriction will be placed on Bidders. To be eligible for consideration, Bidders must be certified as a California-based entity. Bidders must complete Attachment G: California Only Restriction form thoroughly, from Sections 1 through 4, or Bidders will be deemed ineligible for consideration for DRR19067. Attachment G must be submitted along with the bid package by the deadline set in Section 1 Overview Process Schedule.

(1) A business or corporation whose principal office is located in California, and the owners, or officers if the entity is a corporation, are domiciled in California; **or**

(2) A business or corporation that has a major office or manufacturing facility located in California and that has been licensed by the state on a continuous basis to conduct business within the state and has continuously employed California residents for work within the state during the three years prior to submitting a bid or proposal for a state contract.

### **Submittals – with Bid**

1. Names and Locations of Log Storage and Processing Facility(ies)/Laydown Yard(s) the Contractor plans to use.
2. Names and Locations of End Use Facilities that the Contractor plans to use.
3. Letters of Commitment from selected Wood Materials End Users to Prime Contractor.

### **Submittals – After Selection/Prior to Deployment**

4. Contractors shall provide a list of equipment (ie. cranes, grapple trucks, bucket trucks, feller bunchers, tree skidders, skid steers, fork lifts, brush chippers, Tub Grinders, large-scale chippers, chain saws, water trucks, water buffalos, street sweepers, etc.) that is anticipated for use to perform the work, including: the type, model, size, year, and other pertinent information (ie. rubber tired, rubber tracked, etc.), the number of pieces of equipment, and whether each piece is owned or rented for the up to fifty (50) crews that each contractor is expected to provide.
5. Work Plan demonstrating how the Contractor plans to conduct their work, including schedules for implementation of log storage and processing yards, number crews and wood material transport trucks and their mobilization/demobilization during the duration of the operation.

### **Bid Bond**

Each Bidder shall provide a Bid Bond for the project. The amount of the Bid Bond will be ten percent (10%) of the Bidder's Bid (10% of the Bidder's higher Bid if the Bidder submits both Cost Bid Sheets). The bid bond documentation shall be included in the **sealed** envelope containing the Bidder's cost.

### **Bonding Information**

The Contractor's actual submitted Cost Bid Schedule Total amount will be used for bid bond purposes. Contractors electing to submit both Cost Bid Schedules shall use the higher Total amount for bid bond purposes. Attach a notarized statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions and provisions of this IFB and the resulting Agreement to the extent of a minimum of ~~twenty-five~~ **fifty** percent (~~25%~~) **(50%)** of the total Agreement amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond and Payment Bond requirement ~~as stated in each applicable Work Order on or before the Work Order is signed and returned to CalRecycle's Contract Manager.~~ **based on the above requirements.** This bond must guarantee Contractor's compliance with the terms of the Agreement ~~and Work Order.~~ This



statement must be properly notarized and submitted as part of the Qualifications to meet submittal requirements of this IFB.

**Illness and Injury Prevention Program (IIPP) and/or Health and Safety Plan (HSP)**

The Bidder shall have a current company IIPP that meets the requirements of Title 29, Code of Federal Regulations (29 CFR), Section 1910.120(b) and Title 8, California Code of Regulations (8 CCR), Section 5192(b) or a sample of a recently prepared HSP tree removal project representative of the types of projects envisioned to be conducted included in Section V. This must be submitted along with your bid. The IIPP shall apply to all employees involved in the Agreement. The HSP should include employees anticipated to be utilized under the Agreement. Each Subcontractor involved in the Agreement shall also have a current company IIPP or recently prepared HSP, as described above.

The Bidder shall at all times be responsible for the protection of its employees and the public. Review of the Bidder's IIPP and/or the recently prepared representative HSP by CalRecycle Staff shall in no way relieve the Contractor of responsibility for any aspect of its work, or for compliance with all Federal, State, and local laws pertaining to health and safety.

The Contractor's Project Manager and the assigned Safety Manager (can be the same person) shall be at the site whenever work is being performed, unless otherwise authorized by CalRecycle Staff.

Prior to site entry, the Contractor shall ensure that:

- A. Adequate work planning, health and safety evaluation of the proposed work scope and safety planning (including a HSP signed by an appropriate safety professional and reviewed by CalRecycle), and operating procedures review have been completed. This HSP shall take into consideration both field and field office staffs' safety operating during the Covid-19 pandemic circumstances. The services to be provided by the Contractor have been determined, by CalOES, to be essential services due to the need to remove hazard trees for the impacted communities. The HSP shall designate a project Health and Safety Officer for the Contractor's employees and/or Subcontractors. The Contractor shall submit a draft copy of the HSP to CalRecycle's designated agent upon execution of this Agreement for review and comment. The Contractor shall designate, in writing, the individuals responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed for the duration of this Agreement. The Contractor shall be responsible for the health and safety of its workforce and shall comply with all State and Federal Occupational Safety and Health Administration (CalOSHA and OSHA) requirements;
- B. All personnel have been properly trained and briefed in hazards and procedures for the site to be entered;
- C. Equipment and materials are on-hand to safely and efficiently complete the work;
- D. Proper site access authorization has been obtained;
- E. Proposed project employees have read and signed the HSP; and

### **Cost Tracking**

Bid items also include the effort to break down costs by unit and provide the invoicing and accounting of all costs broken down into one of four (4) categories:

- 1) To each individual property (private, public, commercial),
- 2) To the Town's Public ROW,
- 3) To the County's Public ROW, and
- 4) To the overall project, called community costs.

Invoices are required to have costs attributable to one of each of these four (4) categories or the invoices may be subject to rejection. All invoices must first be reviewed by CalRecycle's Consultant prior to submitting to CalRecycle. The Consultant will be required to submit a payment recommendation report prepared and signed by the Consultant, with each complete invoice package submitted by (the "Contractor") for services rendered to CalRecycle. Only reconciled ticket data for the invoiced period noted within the contractor invoice package will be approved within this recommendation for payment. The signed payment recommendation report serves as an acknowledgment that the Consultant has performed a full reconciliation over the invoice submitted by the applicable Contractor and that the contractor's invoice has been validated and the Consultant believes the Contractor's invoice package is complete. Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927). Contractor agrees with CalRecycle that for purposes of compliance with the Prompt Payment Act, the Prompt Payment Act begins according to CalRecycle's Mission Task Finance Unit's "Received Date Stamp."

The Contractor agrees to have CalRecycle's Finance & Administration Consultant provide quality assurance and examination services for all of the Contractor's invoices prior to submission to CalRecycle. The Contractor shall resolve all deficiencies identified by CalRecycle's Finance & Administration Consultant in the Contractor's invoice packages prior to submission to CalRecycle. Each complete invoice package submitted to CalRecycle must include the below information. CalRecycle will not process incomplete invoice packages:

1. Contractor's company name and address
2. Date invoice was submitted
3. Billing Period
4. Contract Number and Incident Name
5. Specified invoice number containing a unique ID sequence. (If there is a revision due to a dispute, a new invoice number will be required upon resubmission to the State, including a reference to the original invoice number.)
6. Overall total of invoice (Including retainage if applicable. Retention invoices must reference invoice numbers for which retention was withheld.)
7. Contract line item number/ID
8. Contract line item description
9. Work Order No. for which the cost is authorized

10. Change Order No., if applicable, for which the cost is authorized.
11. Quantity of contract line item
12. Rate of contract line item
13. Overall total of contract line item (for services billed within invoice period)
14. Clear, scanned, copies of all tickets and other supporting documents relating to costs billed. Optical Character Recognition, (OCR) is preferred for all PDF formatted documents
15. (1) Copy of Excel format, (1) copy of PDF format
16. Invoice Payment Request Form
17. Payment Recommendation Report by CalRecycle's Finance & Administration Consultant
18. Invoice Certification Statement, signed under penalty of perjury by a duly authorized representative
19. Form 209, where a dispute has been made and resolved

Any CalRecycle approved Change Orders to the Agreement shall be tracked and invoiced separately by the Contractor. If Change Orders will be performed, a cumulative total of charges billed in relation to the NTE will be required.

### **Bid Schedule**

All Bid Schedule items include the following:

- 1) All labor (including field personnel, field staff, office support staff, and RPFs (if any), International Society of Arboriculture (ISA) Certified Arborists (if any), among others);
- 2) Equipment, equipment maintenance and tires, trucks and truck maintenance, fuel, materials, tools, supplies, health and safety equipment, health and safety compliance monitoring personnel and equipment, appropriate clothing;
- 3) Training, attendance of key Contractor personnel at all relevant Incident Action Planning, Operations, Tactics meetings, all Contractors' tree removal personnel attendance at all weekly All-Hands Health and Safety meetings (Location in Butte County to be determined);
- 4) Per diem for meals and incidentals, lodging, housing, travel, insurance, wages, overtime wages, benefits, union dues, supplemental union agreements;
- 5) Subcontractors, phones, radios, computers, internet access, temporary field offices, permits, licenses, supervision, project management, administrative staff costs, home office overhead; and
- 6) Any other items that could be reasonably anticipated to complete the work described in each bid item, bid documents, this Agreement.

No costs will be paid outside of those listed specifically on the Bid Schedule (or authorized specifically in a Change Order). **No Change Orders or cost adjustments will be considered for quantities variations – the unit costs listed are firm and binding regardless of actual quantities available.**

Overall Worker and Community Health and Safety are of the utmost importance on this project. As part of that health and safety, adequate dust control is required on all properties within the project scope until all felled trees and tree debris are removed and the surface water Best Management Practices (BMPs) are installed. Dust control is considered an overall requirement of the project and the costs are to be included in the unit costs of the Agreement. Water shall be made available, by the Contractor, at pre-determined sites for dust control at all times during hazard tree removal activities.

All costs under this Agreement will be paid at the unit rates bid multiplied by the quantities actually performed (as verified by CalRecycle's Assessment and Monitoring Consultant, working under a separate contract). Trees felled and other unit quantities will be verified by CalRecycle's Consultant before payment is authorized. It is advised that the Contractor works closely with the CalRecycle Contract Manager (CM) and CalRecycle's Assessment and Monitoring Consultant at the beginning of and throughout the project to ensure that the unit cost tickets and other costs are accurately tallied on a near daily basis and invoices are appropriately formatted and documented to minimize delays after the Contractor invoices the State. This will very likely expedite timely payment of invoices.

No Change Order or adjustment in price will be granted based on the number of hazard Tree Removal Crews utilized unless that number exceeds fifty (50), per this Agreement. The mobilization of hazard Tree Removal Crews shall be directed by CalRecycle and is anticipated to follow the schedule listed in the table under "Service Needed" section, on page 7-8.

Other factors that should be considered in the Contractor's bid sheet include, but are not limited to:

- Inclement weather
- Restrictions on commercial truck routes to end use facilities
- Road surfaces and their condition
- Environmental restrictions, including threatened and endangered species, nesting birds, setbacks from watercourse lake protection zones (WLPZ)
- Cultural resource restrictions, including tribal monitoring by five tribal nations, within the Camp Fire burn scar
- Coordination with Railroads or other modes of transportation (i.e., road, air, water, etc.)
- Maximum daily receiving limits for timber and biomass materials
- Availability of local Temporary Log Storage and Processing Facilities
- California Occupational, Safety and Health Administration (Cal OSHA) timber operations standards, training, and inspections
- California Department of Forestry and Fire Protection (CalFire) Forest Practice inspections
- California State Fire Marshall inspections

## **Timber Harvest Plan Exemption Requirements**

Each selected Contractor, which will be required to be a California State Licensed Timber Operator, will be responsible for reviewing, signing and implementing Timber Harvest Plan Exemptions. These Exemptions will be drafted by the Assessment and Monitoring Consultant's RPFs prior to or soon after each Contractor receives their respective notice to proceed (NTP).

For Timber harvesting/removal to occur, the Camp Fire hazard tree removal area will be divided into five (5) geographic, watershed, or exemption areas. Removal of trees from within these areas will require each selected contractor to submit and sign a Notice of Exemption, for each exemption area, identified within the Forest Practice Rules (FPR) under 14 CCR 1104.1(b) (Public Agency, Public and Private Utility ROW Exemption) and 14 CCR 1038(b) (10% Dead, Dying, Diseased Trees) or the NEW 2020 Exemption 14 CCR 1038(g) (Post-Fire Recovery Exemption). **At this time CalRecycle anticipates that all of the exemption areas will be filed as Public Agency, Public and Private Utility ROW Exemptions.** Some trees that need to be removed which are located in areas near streams will need to be covered by a separate Emergency Notice Exemptions for which CalRecycle's Consultant Foresters will assess and provide exemption documentation.

Each one of these Exemptions requires that a Licensed Timber Operator (LTO) be listed on the form. Note: the LTO listed is the responsible Licensee for the specific Exemption Notice and will be the responsible party for work conducted by sub-contractors even if the sub-contractor has a LTO License. More than one LTO may be listed on the Exemption noticed filled and may be added to the Exemption Notice after it is submitted, via an amendment to the Exemption.

### **Contractor's RPF Liaison:**

Forest Practice Rules do not require the use of a Registered Professional Forester (RPF) for the submittal or operations of the above identified Exemption Notices, however, there are specific Forest Practice Rule regulations per 14 CCR 1038(b), 1038.1, & 14 CCR 1104.1, which prevent the use of the Exemption Notice in certain environmental situations. Since this project is being coordinated under other regulatory agencies, each Contractor will be required to provide an RPF Liaison (Liaison) to the Consultant's RPF. The Liaison will be responsible for the submittal of the Notices of Exemption.

The Contractors with their respective Liaisons will oversee, monitor, and manage the Hazard Tree removal operations and related activities, within their respective contract area, and make sure their operation follows the Forest Practice Rules and the Public Agency, Public and Private Utility ROW Exemption documents, including:

1. Sign and File on behalf of the Department, the Public Agency, Public and Private Utility ROW Exemptions for public agency removal of timber per 1104.1(b) of the 2018 Forest Practice Rules.
2. Upon execution and submittal of valid Public Agency, Public and Private Utility ROW Exemptions to the appropriate CalFire Area RPF, each Prime Contractor and/or their respective Liaison shall provide written notification to the California Regional Water Quality Control Board, Central Valley Region (Central Valley RWQCB), and the IMT.
3. Take part in a pre-operation meeting with the IMT and meet with the IMT as many as three (3) times per week for Planning and Tactics Meetings (days and times to be determined by the IMT).
4. Verify and visually inspect trees marked and recorded by the Consultant's Arborists to be removed, before sending hazard Tree Removal Crews to any assigned property.
5. Verify clear access to trees on each assigned property prior to sending hazard Tree Removal Crews to the assigned property.
6. Determine if any trees require crane assisted removal and notify the OC or designee, prior to sending Tree Removal Crews to the assigned property.
7. Identify and notify the OC or designee if there is/are water courses that either need to be crossed to access a property or are in close proximity to any trees to be removed on a property for which a valid ROE has been received by the IMT .

The IMT team has completed both the Environmental Protection Plan (EPP) and the Environmental Compliance Plan (ECP) (See Attachment L) developed to ensure that the hazard tree removal operations are compliant with the California Forest Practice Rules and the Federal National Environmental Policy Act (NEPA) Section 7 and Section 106 requirements.

CalRecycle's Field Monitoring and Assessment Consultant (Consultant) will provide Registered Professional Foresters as well as Biologists and Archaeologists to assist the Operation in protecting the environmental and cultural resources present.

FEMA and CalRecycle are also contracting with local tribal nations to provide tribal monitors to assess for native artifacts that may be unearthed by Contractors' ground disturbing activities.

The following lists the expected duties of CalRecycle's Consultant that will be providing the necessary RPFs, Biologists, and Archaeologists to assist in meeting these requirements. The Contractor must follow the direction of the Consultant in protecting the natural and cultural resources.

**Consultant's California Registered Professional Forester(s):**

The Consultant's RPFs will prepare the Public Agency, Public and Private Utility ROW Exemption documents for each operational area. They will also oversee, monitor, and make final hazard tree determinations (With the support of their Arborists) regarding any

questions about the Hazard Tree determinations and/or the need to use cranes for hazard tree removal.

**Consultant's Biologists:** The Consultant is providing experienced biologists (including aviary and amphibian specialists) to assist the RPFs in preparing and overseeing and managing the appropriate implementation of the Public Agency, Public and Private Utility ROW Exemptions for each of the operational areas. These Biologists will also follow the requirements set out by the IMT directed and included in the EPP and the ECP requirements, for protection of endangered and impacted species and their habitats under emergency operations. These biologists will preview properties prior to Hazard Tree Removal Crews mobilizing to them. The biologists will also monitor, as necessary, the known habitat and nesting areas on properties Tree Removal Crews have been cleared to work on, to inform the crews of areas to protect, avoid, or advise necessary BMPs and Approved Mitigation Measures (AMMs).

**Consultant's Archaeologists and FEMA/CalRecycle Tribal Monitors:** The Consultant will also provide Archeologists, whose role is triggered by the possibility of ground disturbing activities that could unearth or negatively impact cultural artifacts during the hazard tree removal operations. The Archaeologists will work in conjunction with Contractor and support of Contractor's activities to comply with the National Historic Preservation Act. Those compliance activities are directed by the FEMA Lead and California Natural Resources Agency-State Historic Preservation Officer (SHPO).

Additionally, local Native American Tribal Monitors (under separate contract) will be present to monitor the Contractor's activities that may impact their ancestral areas of concern.

**OVERALL PROJECT COSTS:**

There will be wide variations in quantities of trees removed from each property on this project. Considerations for unit costs adjustments to the Bid Schedule will use the overall project quantities, and not quantities from individual properties.

Project cost will be broken down into community costs and individual property costs. Hazard Trees within the public ROW are community costs.

**Item 1 – Mobilization / Demobilization to Operation Area:** This bid item includes the costs of mobilizing each hazard Tree Removal Crew to the project site including all personnel, equipment, supplies, portable restrooms, hand sanitation stations, maintenance crews, water tenders/buffalos, and support crews for the overall project for the duration of the project. Crew mobilization / demobilization to Job includes Hazard Tree Removal Crews only. Traffic Control crews' and support crews' costs will be included in the bidding Contractor's unit tree costs. CalRecycle anticipates ten (10) to fifty (50) Hazard Tree Removal Crews, per Prime Contractor, for this project.

Hazard Tree Removal Crews that will be mobilized to the Operation include the labor and equipment required to fell, process, and load trees onto appropriate vehicles for

transport of wood materials to either a log storage and processing facility or straight to an end use facility.

One-half of this bid item will be paid for the Hazard Tree Removal Crew to mobilize, and one-half will be paid for the Hazard Tree Removal Crew to demobilize. An eligible Hazard Tree Removal Crew consists of the base unit (defined in definitions section). Where an eligible crew of any type consists of less than or greater than the base unit, this bid item will be paid on a fractional basis where the base units defined here correlate to 100% of the bid amount.

No mobilization/demobilization costs will be paid for log storage and processing facilities staff and equipment, ancillary personnel, crews, fuel trucks/drivers, mechanics, management, or support staff. This bid item is intended to be a one-time fee per hazard Tree Removal Crew for the duration of the project. Mobilization and demobilization for days of no work are described in Item 5- 2 Non-Working Days.

This is a Community cost.

**Item 2- Non-Working Days:** These bid items include the costs of mobilizing and demobilizing personnel, during IMT authorized days of no work due to inclement weather days, safety stand downs, and days designated as non-working days by the IMT. Sundays, every fifth Saturday, and Holidays **do not count** as part of this bid item and are not specifically compensated. This will include unanticipated safety stand down days as directed and authorized by the IC.

A full Non-Working Day shall be announced, and the affected personnel, via their respective chain of command supervisors, notified by either the Contractor or the IMT by 1700 on the calendar day prior to the calendar day of no work.

A partial Non-Working Day occurs when a Non-Working Day is announced, and the affected personnel are notified after 1700 on the calendar day prior to the calendar day of no work and have completed Project work during the calendar day of no work.

Where a partial Non-Working Day occurs, the bid unit will be paid on a fractional hour basis where, an eleven (11) hour working day correlates to 100% of the bid amount. Where a partial Non-Working Day crew consists of more than eleven (11) hours, payment greater than 100% is subject to IMT approval. These non-working days apply only to the Hazard Tree Removal Crews, no other staffing or ancillary crews will be reimbursed for these days. The unit cost includes the travel of Hazard Tree Removal Crew personnel and the non-operating time specifically for hazard tree removal equipment still assigned to the Project. This is a community cost.

#### **2a. Hazard Tree Removal Crew**

#### **2b. Log Deck / Yard Processing Crew**

IMT Authorized Travel Days are Non-Working Days which allow personnel to safely travel to and from their home base and the Project. Travel Days may include IMT



approved holiday weekends or extended non-working days. Travel Days do not include routine travel between local accommodations and the Project. Payment for Travel Days may be subject to IMT approval.

This is a community cost.

**Item 3 – Delays** - This bid items includes all Hazard Tree Removal Crews and their specific Tree Removal Crew equipment time for delays due to factors beyond the Contractor's control related to inclement weather, unusual and unsafe materials discovered on the site, or other unforeseen or unexpected environmental issues (discovery of cultural resource, discovery of proximity to unknown endangered species habitat, etc.) or imminent safety issues. These delays will be designated and approved by the IMT.

Examples of unusual and unsafe materials include the discovery of hazard tree proximity or access to hazard tree impeded by roadway access impacted by active utility companies' operation, municipal road work that impacts traffic flow, and roadway accident. The Contractor shall notify the IMT within fifteen (15) minutes that the Contractor becomes aware of a potential delay. Delays eligible for payment will be designated and approved by the IMT in writing. Loss of productivity due to foreseeable conditions within the Contractor's control including, but not limited to, inclement weather, poor planning, Contractor error, labor shortages, safety violations, traffic, or Temporary Log Storage and Processing Sites/Staging Areas or end use facility wait times, are ineligible for payment as a "delay." Delays usually include a small percentage of the properties. The bid unit is per Hazard Tree Removal Crew per hour and is intended to provide compensation while the Hazard Tree Removal Crew waits up to 4-hours or demobilizes to an additional property or leaves for the day.

**3a. Hazard Tree Removal Crew**

**3b. Log Deck / Yard Processing Crew**

The Contractor shall notify the IMT within fifteen (15) minutes that the Contractor becomes aware of a potential delay at a Temporary Log Storage and Processing Sites/Staging Area. Delays eligible for payment will be designated and approved by the IMT in writing. Loss of productivity due to foreseeable conditions within the Contractor's control including, but not limited to, weather, poor planning, Contractor error, labor shortages, safety violations, or end use facility wait times, are ineligible for payment as a "delay." The bid unit is per Temporary Log Storage and Processing Sites/Staging Area and is intended to provide reasonable commensurate compensation for material and substantial Temporary Log Storage and Processing Sites/Staging Areas delayed from transferring, sorting, interim processing, of felled Hazard Trees due to unforeseeable conditions beyond the Contractor's control. Processing equipment failures are ineligible for "delays." Delays will be awarded on a fractional unit per Temporary Log Storage and Processing Sites/Staging Area and rely, in part, on evaluation of the Contractor's written

representations made to the IMT regarding the circumstances and nature of the delay. This is a Community cost.

### **HAZARD TREE REMOVAL PER PROPERTY:**

**Items 4a, 4b, and 4c Hazard Tree Removal:** These bid items include the removal of Hazard Trees as described in this IFB and as identified by one of the Consultant RPFs or designee. Hazard Trees will be classified (by one of the Consultants' RPFs) into four (4) diameter size ranges but will be paid for under one of three (3) bid items. Hazard Trees shall be six (6) inches or greater in diameter as measured at four and one-half feet above ground level. The Contractor shall provide a unit cost for tree removal bid items for the first 50,000 trees, the second 50,000 trees, and for any additional trees after the first 100,000 that may be removed by that prime contractor.

**Trees with multiple trunks will be counted as one tree. One root ball equals one tree for reimbursement purposes.**

The unit costs are per each pre-marked hazard tree and shall include:

- 1) Mobilization to the site and the labor, equipment (including cranes where necessary), dust control, and materials required to access (including skid trails and other temporary hazard tree specific access roads), fell, de-limb, top, chip, transport to a processing yard (if necessary), process for end use facilities (if necessary), transport and deliver each tree to the end use facilities. **All tree materials: logs, limbs, slash, or tops must be removed from the property or ROW segment from which it was felled within 2-working days, unless approved by the OC or designee for erosion control** (see below).
- 2) The Contractor will place two to no more-than-three inches (2" – 3") of chipped slash on all areas where the soil has been disturbed by the Contractor's hazard tree removal operation, at the OC or designee's direction. This wood mulch will act as erosion control to stabilize disturbed soil and reduce sediment transport from entering a drainage system or receiving water. Efforts shall be made to preserve existing vegetation, if practicable. The wood mulch is intended to meet industry standards. As a general guideline: wood mulch shall be a maximum of ½ to 3 inches in length and an average thickness of 1/16 to 3/8 inches in any direction.
- 3) For surface soils disturbed during tree removal operations where the ground is steeper and/or near streambeds and ground surface is disturbed, Forest Practice Rules must be followed for the purpose of limiting sediment and sawdust from leaving the area and potentially entering into the streambed. Jute matting, waddles, and or compost socks used on these slopes will be constructed of natural materials with no-monofilament netting used in their construction. Waddle and compost sock material fillers will also be made of natural materials.

- 4) The required costs for providing a sufficient number of RPFs (if any) to support the Contractor's operation is also to be included as a part of these per tree costs.
- 5) Provide dust control during tree felling, transport and processing of trees, logs and slash and log storage and processing deck operations to minimize releases of dust and to meet Butte County Air Quality Management District requirements under Rule 205.
- 6) The cost of water, permit fees, and connection/meter fees charged by the water purveyor shall also be included in the per tree bid items.
- 7) Providing enough PM10-efficient street sweepers maintained and operational to keep and maintain the public and private paved roads cleared for any mud, dirt, debris due to the hazard tree removal operations and/or wood materials transport vehicle travel within the Operational area.
- 8) Provide a minimum of one Traffic Control Crew per tree falling crew and for any crews that might potentially block public and/or private roadways while conducting their work. Traffic Control Crews may be required to assist in implementing specific area-wide Traffic Control Plans, prepared as directed and approved by the IMT and the CM. Traffic Control Crews may be required to implement additional traffic control needs pursuant to requests or directives from other entities (e.g., Cal/OSHA, local authorities, etc.) and directed by the OC and/or CM.

Each Traffic Control Crew shall include a minimum of two properly trained personnel and truck(s), traffic control equipment and supplies, mobilization and demobilization, and communication equipment. The Traffic Control Crew shall be trained in the principles of the California Department of Transportation (Caltrans) Revision 2 (Rev 2) of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), prior to commencing their work. Documentation of this training shall be submitted to the OC and CM prior to sending any Traffic Control Crew out as part of this Operation.

- 9) Identify and Provide Temporary Log Storage and Processing Site(s)/Equipment Staging Area(s) (facility(ies)) location(s), from the tables below, that the Contractor plans to use for the storage and/or processing of wood materials as part of this Operation. As part of this requirement, the Contractor shall obtain all local County use permits, including preparing appropriate CEQA and NEPA environmental documentation (with Consultant/IMT assistance) for this(these) facility(ies). All lease arrangements with the property owners for this(these) facility(ies) shall be the responsibility of the Contractor.

The Contractor shall provide truck weigh scales at each log storage and processing yard and allow space for CalRecycle's Consultant, the OC and its authorized representatives to determine truck weights entering the yard loaded from the tree felling operation and leaving the yard loaded, heading for the end

use facilities. The Contractor will also allow space for truck queueing in the yard both inbound and outbound. The Contractor shall also conduct any and all site baseline environmental evaluation(s) required prior to the occupation by the Contractor and prior to returning the property to the property owner. At all times the Contractor shall implement and maintain all BMPs required by regulatory agencies and in required permits and lease requirements. Trucks intended to haul woody materials (logs, slash and or chipped materials) from where they were felled directly to end use facilities must also be weighed by the Consultant on scales either at a log storage and processing yard or other Contractor designated scale facility. The cost of such additional facilities will also be included in these bid line items.

This bid item shall also include the costs of furnishing all labor, materials, tools, equipment, water, power, stormwater control, and incidentals for conducting all the work involved in performing log sorting, wood materials processing and management and hazardous materials pollution control practices and doing all the work involved in responsibly overseeing wood processing site management as specified in the:

- (a) County land use permits
- (b) SWPPPs and possible Industrial Waste Permits (as necessary)
- (c) County Road Encroachment Permits (Butte County, California - Code of Ordinances Chapter 10 - HIGHWAYS AND STREETS\* Article VI. - Road Encroachments), including meeting Federal Highway standards such as the CA MUTCD and/or AASHTO with respect to site distance, acceleration/deceleration lanes, etc.
- (d) Storm Water Best Management Practices (BMPs) should comply with CASQA or other acceptable methods.  
[https://www.casqa.org/sites/default/files/BMPHandbooks/BMP\\_NewDevReDev\\_Complete.pdf](https://www.casqa.org/sites/default/files/BMPHandbooks/BMP_NewDevReDev_Complete.pdf)
- (e) Any required (local, regional, state, or Federal) Operational Permits.

10) This bid item shall also include payment of any permitting fees applicable to the Contractor for the facility(ies), as specified in any required permits in this IFB, or by any of the permitting agencies including the Central Valley Region Office of the California Regional Water Quality Control Board, and as directed by the OC.

Any approved Temporary Log Storage Deck Yard and Processing Site/Equipment Laydown Yard facility shall have a Land Use Agreement between the Contractor and the Property Owner(s) which shall be inclusive of all the time the Contractor will be present at the site, beginning with baseline environmental study and ending once the property owner takes back ownership from the Contractor. The Contractor is responsible for developing and executing

the Land Use Agreement(s) for Temporary Log Storage and Processing Site/Equipment Laydown Yard facilities used to fulfill this Agreement. Land Use Agreements shall include provision for use by the Contractor through the duration of this Agreement, not to exceed twelve (12) months from the date of execution of a Land Use Agreement. Land Use Agreements shall also include a provision allowing for monthly extension. The Land Lease Agreement shall further include a provision allowing for access by CalRecycle, its employees, agents, designees, or representatives, during operational hours.

Any real property costs, such as land lease or rental costs, will be included in the submitted bid. The Contractor shall provide a copy of the Lease Agreement(s) to the CM, prior to commencing the use or development of the property(ies) for reference purposes only.

The Contractor is advised that the work is in a Wildland Fire Area and during the summer months the fire hazard is EXTREME. Fire safe conduct by the Contractor and Contractor's employees is to be observed at all times. Each hazard Tree Removal Crew must have a properly serviced fire extinguisher and a minimum of one fire tool per cutting crew member and five gallons of water. Vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.

All issues and concerns of adjacent property owners and others shall be referred to the IMT. Boundary fences must not be damaged and chips or debris must not be propelled onto the neighboring lands. No woody material is to be left on or piled up against boundary fences. Work may need to be completed by Contractor by hand near property boundaries in order to meet this standard.

### **Other Financial Provisions**

The Contractor shall comply with the requirements below. Any costs to comply with the requirements must be considered as part of the bid rates; no separate or additional compensation will be paid for meeting these requirements.

The Contractor shall not remove any tree that has not been previously identified, documented, and marked by CalRecycle's Assessment and Monitoring Consultant or by the Town or County Assessment Consultants in their respective rights-of-way. If any such tree is cut down by the Contractor or the Contractor's Subcontractors, the Contractor shall forfeit ten thousand dollars (\$10,000) per tree. The Contractor is further responsible for any and all applicable fines which may apply to unauthorized removal of a tree. Penalties for unauthorized removal of trees will be strictly enforced, and repeated or extensive violations may result in termination of this contract.

If the Contractor believes there are unmarked trees that must be removed in order for marked trees to be safely felled and/or removed, the Branch RPF and the OC or designee must pre-approve its removal. The tree would, at the RPFs direction be

marked and documented as the hazard trees are. Then the Contractor will be allowed to remove such non hazard trees.

Prevailing Wage Employees:

As determined by DIR, this IFB is subject to prevailing wage. The Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1774, the Contractor and every subcontractor, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor shall forfeit to the State up to \$200 for each day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor, regardless of tier, in violation of the provisions of the Labor Code; and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor. This provision shall not apply to properly registered apprentices.

- 1) Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain copies of the prevailing rate of per diem wages from the Department of Industrial Relations, Division of Labor Statistics & Research, PO Box 420603, San Francisco, CA 94142-0603, (415) 703-4780; or wage rates may be accessed on the internet at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and shall post a copy of the prevailing wage rates, specific to the Project, at the Project site.
- 2) Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the Bid Form. Contractor shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- 3) If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor shall contact the Division of

Labor Statistics and Research as noted above. The rates thus determined shall be applicable as minimum for the contract and incorporated in the bid. When the wage determination shows an expiration date (noted by a double asterisk\*\*), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and incorporate them in the bid to be applicable for the term of the contract.

- 4) The Contractor and each subcontractor, regardless of tier, shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee shall be submitted with each payment request, covering the period of the payment request unless requested otherwise by the Labor Commissioner of the Department of Industrial Relations pursuant to Labor Code Section 1771.4(c)(2)(b) monthly payrolls should be sent directly to the Department of Industrial Relations in the current prescribed electronic format. Refer to <https://www.dir.ca.gov/public-works/certified-payroll-reporting.html> for access to the electronic Certified Payroll (eCRP) Application.
- 5) Labor Compliance Monitoring and Enforcement: This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR), Compliance Monitoring Unit. All Contractors and subcontractors, regardless of tier, shall be required to comply with the Monitoring and Enforcement Program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports directly to the DIR and cooperation with on-site monitoring by DIR personnel.
- 6) Pursuant to Labor Code section 1771.1(a), prime contractors and subcontractors, if any, must be registered with the Department of Industrial Relations to engage in the performance of work on Public Works projects. Non-compliance shall result in rejection of submitted bids. Prime Contractors and all subcontractors shall maintain DIR registration throughout the life of the contract.

## **Section IV Evaluation and Selection**

### **Introduction**

CalRecycle will perform a review process to ensure that the Bidder has included all required documentation in the Bid submittal and has included the necessary information for CalRecycle to determine that the Contractor is responsive and responsible. The bid sheet, or sheets if submitting for both contracts, must be in a separate sealed envelope marked "Bid – Do Not Open". Any bonding documents referencing the Bidder's Bid Schedule or anticipated overall contract value shall also be placed in this sealed envelope.

If a Bid package does not meet all of the requirements set forth in this IFB, it will be considered non-responsive and rejected from further competition.

### **Grounds for Rejection**

All bids may be rejected whenever the determination is made that the bids received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a bid may be rejected if:

- It is received after the due date and time for submittal;
- The bid submittal is unsigned;
- The bid cost is not prepared as required by the IFB;
- The Bidder has been prohibited from contracting with the State by the Department of Fair Employment and Housing;
- The Bidder has received a substantive negative contract performance from the State;
- Non-compliance with Attachment G, California Only Restriction
- Non-compliance with Labor Code section 1771.1(a) (DIR registration for Prime and Subcontractors required).
- Any items or information required by the IFB are not included with the submittal.

No bid may be rejected arbitrarily or without reasonable cause.

### **Bid Opening**

The qualified bids (sealed) will be opened publicly at the CalEPA building at 1001 I Street, Training Room 2 East/West, Sacramento, CA at the time set in Section I Overview, Process Schedule.

### **Award of Agreement**

Award of these Agreements will be to the lowest responsive responsible Bidders meeting all of the IFB requirements after preferences are applied as indicated in Section II Rules and Conditions. No single Bidder or firm will be awarded more than one (1) of the two (2) Agreements. The Bidders submitting the lowest responsive responsible bid



for each of the two (2) Contract Areas as determined by the "Total Bid" line on each "Cost Bid Sheet" (Attachment A.1) will each be awarded an Agreement. In the event of a tie, CalRecycle shall utilize a tie breaker to determine the winning Bidder. The tie breaker will be determined based on which bidder has the most SB and DVBE participation identified in the bid package.

If one Contractor submits the apparent low bid for both bid sheets, that Contractor will be awarded the Agreement for work outside the Town of Paradise (East Camp Fire (Concow), West Camp Fire, and North Central (Magalia) Branches). The Contractor with the next lowest bid for work in the Town of Paradise (East Paradise and West Paradise Branches) will be awarded the second Agreement.

CalRecycle reserves the right to not award any or all Agreements. In the event that CalRecycle does not receive enough bids to award both Agreements to separate Bidders, CalRecycle reserves the right to award both sections of the work to a single bidder, at its discretion.

### **Rejection of Award**

If the Bidder fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, CalRecycle may deem that the Bidder has rejected the award.

CalRecycle reserves the right to disqualify the awardee and award the Agreement to the next lowest responsive responsible Bidder.

### **Notice of Intent to Award**

CalRecycle will post a notice of intent to award the Agreement resulting from this IFB, only upon written request of any Bidder.

The request must be submitted to the contact contained in Section I, Overview.

If requested, the notice of intent to award will be posted on CalRecycle's contract website at <http://www.calrecycle.ca.gov/Contracts/> and at the headquarters address noted in Section I, Overview, one day prior to award of the contract.

### **Protest of Award**

A Bidder may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed after the notice of intent to award the contract, but before the actual award.

Within five (5) **working** days of the initial protest filing, the Bidder must submit a detailed written statement with information that supports that the Bidder would have been awarded the contract and the grounds for that position.

Because of the necessity to begin fire-damaged tree removal immediately, the Agreement may be awarded prior to a decision on the filed protest. In the event that the Department of General Services finds that the contract was awarded incorrectly, the

contract may be terminated and awarded to the protestant, terminated and resolicited by CalRecycle, or simply terminated, at the sole discretion of CalRecycle.

The protest documents should be sent via registered mail to the following parties:

Department of General Services  
Office of Legal Services  
Attn: Protest Coordinator  
707 Third Street, Suite 7-330  
Sacramento, CA 95605  
Fax (916) 376-5088

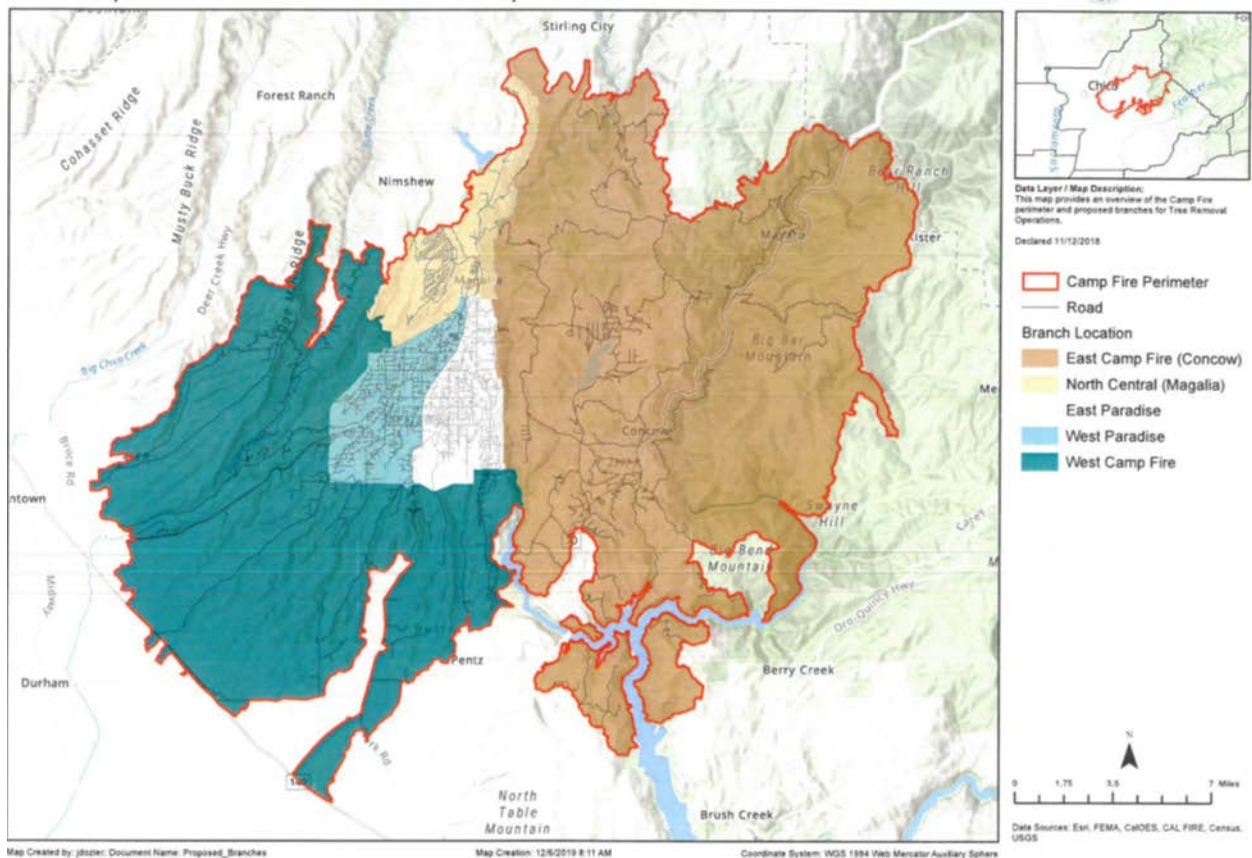
Department of Resources Recycling and Recovery  
Attn: Contracts Unit  
1001 I Street, MS-19A  
Sacramento, CA 95814  
Fax (916) 319-7345  
Email [contracts@CalRecycle.ca.gov](mailto:contracts@CalRecycle.ca.gov)

## Section V Description of Work

### Work to be Performed

The Contractor shall perform all hazard tree felling, processing, and transport to end use facilities and provide all supporting services, as required by this IFB in support of the IMT, as directed by the OC and CalRecycle CM. The IMT will operate under the ICS. Through Work Orders, CalRecycle will direct the Contractor when and where these services are necessary. Typical tasks to be performed under this Agreement shall include, but are not limited to:

- 1) Follow the Public Agency, Public and Private Utility Right of Way Exemption requirements.
- 2) Review, sign, and implement the Public Agency, Public and Private Utility ROW Exemptions that make up the Contractor's Awarded Contract area. The hazard tree removal area has been divided into five (5) operational areas representing five (5) separate drainage areas within the Camp Fire burn scar. Each operational area will have its own Public Agency, Public and Private Utility ROW Exemption - See Map below):



- 3) Follow Federal National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements for the protection of the

environment including surface water, endangered species, and cultural resources as required in the EPP and the ECP, prepared in support of the Public Agency, Public and Private Utility ROW Exemptions.

- 4) All ROW trees will be felled, processed, and transported separately from the ROE trees felled, processed and removed from private properties. They will be reimbursed separately, by FEMA, so they need to be tracked separately from the property from which they came, to the log storage and processing yard (if applicable) all the way to the end use facility. No slash or chips or logs from ROW trees can be mixed with non-ROW felled trees.
- 5) Each hazard Tree Removal Crew's Liaison will inspect the properties assigned to that crew in the twice-weekly Incident Action Plan (IAP) and as updated and/or directed by the PC and OC. If assigned properties are determined to require extra precautions due to type, size of tree, proximity to utilities, proximity to waterways, waterway crossings, endangered species habitats, known cultural resources, or other concerns, the superintendent shall notify the CalRecycle OC or designee and, upon approval, and make preparations appropriately for the Contractor's crews to proceed. If the Contractor's Liaison believes that the hazard tree/trees need(s) special considerations for removal, that Superintendent can inform OC or designee for approval of a work order/change order. If approved by the OC, the CM and the IC, then a change order can be processed for the out of scope work.
- 6) Hazard Tree Removal Crews shall, once arriving at a property, review the hazard tree assessment report, prepared for that property, with the Assessment and Monitoring Consultant's Task Force Leader (TFL) to determine if there are any specific issues (access, existing infrastructure, utilities, waterways, species or cultural resources, etc.) to be considered, prior to commencing with the work. If the Contractor's Liaison believes that a property has a hazard tree that was not marked by the Assessment and Monitoring Contractor's Arborist, the Contractor should inform the Lead Arborist in that Division of this concern. If they cannot agree, then the Consultant's Branch RPF, for that Branch area, will make the final determination.
- 7) The hazard tree falling crew lead will decide how the tree falling, processing and removing will be accomplished (as described in this IFB) and inform the TFL, prior to commencing work.
- 8) The hazard Tree Removal Crew will then commence, felling, delimiting, topping, removal, processing (if necessary), trucking to a log deck for sorting and/or processing (from the list of Temporary Log Storage and Processing Sites/Staging Areas listed below) and final trucking to the end use facilities selected from the list of end user facilities listed below.
- 9) The hazard Tree Removal Crew will also place chipped slash for erosion control as described in bid items 4a, 4b, and 4c above.

- 10) All trees to be felled within the PG&E prescribed distances from a PG&E power pole or power line, depending on the Voltage carried, can only be cut by PG&E certified tree fallers.
- 11) No hazard Tree Removal Crew will remove stumps and roots, unless authorized by the OC and the IC. Cut stumps flush (within 6-inches) to existing terrain surface.
- 12) Accumulation of flammable material is prohibited (i.e., slash, chipped woody material (greater than 3-inches thick, etc.).
- 13) When selecting and utilizing Temporary Log Storage and Processing Sites/Staging Areas and End Use facilities, the Contractors will need to refer to the Traffic Management Plan (See Attachment L), prepared specifically for this Operation. It considers traffic ingress and egress from the proposed Temporary Log Storage and Processing Sites/Staging Areas and end use facilities (Camp Fire Tree Removal Operations Butte County CA, Traffic Management Assessment/Plan, March 12, 2020). This plan will inform the Contractors of the precautions and traffic control measures that will be necessary for this Operation.
- 14) Obtain local County and state permits for Temporary Log Storage and Processing Sites/Staging Areas, including:
  - a. County Land Use Permits
  - b. County Road Encroachment Permits
  - c. Storm Water Pollution Prevention Permits (SWPPPs)
  - d. Industrial Waste permits if generating runoff due to your proposed operations (if necessary)
  - e. Any required operational permits (local, regional, and/or state)
- 15) Preparing appropriate CEQA and NEPA environmental documentation (with Consultant/IMT assistance) for Temporary Log Storage and Processing Sites/Staging Areas selected from the list below:
- 16) The Contractor is responsible for developing and executing lease agreements for Temporary Log Storage and Processing Sites/Staging Area properties used to fulfill this Agreement.
- 17) Transport wood materials to Temporary Log Storage and Processing Sites/Staging Areas and to designated end use facilities.
- 18) The Contractor shall provide truck weigh scales at each log storage and processing yard and allow space for CalRecycle's Consultant, the OC and and/or its authorized representatives to determine truck weights entering the yard loaded from the tree felling operation and leaving the yard loaded heading for the end use facilities. The Contractor will also allow space for truck queueing in the yard both inbound and outbound.

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<b>Potential Temporary Log Storage and Processing Sites/Staging Areas For Contract No 1 – Town of Paradise (East and West)</b>									
<b>Description</b>	<b>Owner</b>	<b>Site Address/ Location</b>	<b>Contact Information</b>	<b>APN (-000)</b>	<b>Traffic Management Plan Review?</b>	<b>Preliminary Environmental Vetting?</b>	<b>Zone</b>	<b>County Permit Type Needed</b>	<b>Notes</b>
Skyway Crossroad Property	Walmart Real Estate Business Trust	(39.742188, - 121.657948)	Steve Edwards (916) 277-8123	017-090-097	Yes	Yes	AG- 160	Administrative	Retirement community across the street - Property begins at the intersection of Skyway and Skyway Crossing and extends west from there
Tuscan Ridge	Tuscan Ridge Associates LLC	3100 Skyway Road	Scott Bates Managing Member (530) 401-3670	040-520-104, 040-520-105, 040-520-106, 040-520-107, 040-520-108, 040-520-109, 040-520-110, 040-520-111	Yes	Yes	PUD	Administrative	
Diamler Quarry (Lucky Seven Ranch, Inc.)	Cary Gunn & Clayton E.	2129 Wheelock Rd (or 1854 Clark Road), Oroville	Cary Gunn - Owner 831.49.88003 or Michael Grubbs Ranch Mgr 530.990.3512	041-120-115, 041-120-116	No	Yes	AG - 160	Administrative	Delineated Wetland assessed. In process of assessing additional portions of the property
Near Kunkle Reservoir Site	Mark Dwight	The property is contiguous and to the southeast of PG&E	Mark Dwight (530) 228-1763	041-470-003	No	Yes	FR - 10	Administrative	Need access through PG&E site
Odin Recycling Facility	CWS Enterprises INC	3000 South 7th Avenue, Oroville	Neil Siller, Odin Construction (916) 893-3462	035-370-002	Yes	Yes	M2	City of Oroville Approval Needed (No permit needed)	Odin processed metal from debris removal operations.

Potential Temporary Log Storage and Processing Sites/Staging Areas For Contract No 2 – East County (Concow), North Central (Magalia), West County									
Description	Owner	Site Address/ Location	Contact Information	APN (-000)	Traffic Management Plan Review?	Preliminary Environmental Vetting?	Zone	County Permit Type Needed	Notes
Lakeridge Road Properties	Madsen Norman & Else Revocable Trust	14096 Lakeridge Circle, Magalia, CA 95954	Tom Gagne, Real Estate Agent, (530) 966-2398	066-320-001, 066-320-002, 066-320-003, 066-320-004, 066-320-005, 066-340-001, 066-340-002, 066-340-003	Yes	Yes	G-C	Administrative	Listed address + 7 adjacent APNs to the southeast along Lakeridge Cir. Current tree processing site by Werner - log decks, chipping, loading station. <b>Warner Enterprises, Paul Warner, (530) 227-3499 (cell)</b>
Honey Run Site	Chico Land Investments, LLC	2409 Potter Road, Chico	Bill Brouhard (530) 624-0951	017-210-005, 017-210-006, 017-240-023, 017-260-119	No	Yes	AG-20	Administrative	EIR, biological studies already completed. Has wetland deliniation from USACE. Land in planning stages of future development.
234 Acre parcel on Concow Road near Camalot Lane	Wendell Construction, Inc. Wendell McFarland	13186 Concow Road	Wendell McFarland (310) 462-0006	058-360-099	Yes	Yes	FR - 10	Administrative	Previously used as a log deck and processing site
Ophir Road Property	Living X Elements (Oroville Landfill Properties LLC ETAL)	461 Ophir Road, Oroville	Valerie Navarro CEO Living X Elements (530) 966-2845	035-470-012, 078-090-014, 078-100-015, 078-100-046, 078-100-047	No	Yes	Multi-Zone	City of Oroville Approval Needed (No permit needed)	Old landfill site with closed solid wood waste cells. Has Waste Discharge Requirement Permits May also be viable for biochar. Industrial site with low environmental concerns.

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RCI Property	RCI General Engineering	5015 Feather River Blvd Oroville	Jake E. Richter (530) 533-3918	078-010-004, 078-010-040, 078-010-041	No	Yes	G-C	Administrative	Lot has been paved and graveled
Recology	Salvatore Coniglio	Cal Oak Road, Oroville	Sal Coniglio (530) 533-4783	035-380-011	No	Yes	MS	City of Oroville Approval Needed (No permit needed)	Next to their solid waste transfer station



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- 19) Negotiate with wood materials end use facilities, from the lists of end users, pre-identified and contacted by the IMT, in one of the two (2) tables below. Both Contractors will be responsible for making sure that **at least 75%** of all wood materials (by green ton) originating from their operating area, emanating from this Hazard Tree Removal Program, are taken to any one or combination of the Pre-Approved Biomass facilities listed below:

IMT Pre-Approved Biomass Facilities				
Name	Type of Operation	Address	Potential Daily Capacity	Point of contact
Honey Lake Power (Greenleaf Power)	IHI BioRAM plant	732-025 Wendel Rd., Wendel, CA 95136	2,400 Green tons/day	Gordon Bauer 530.339.2003 gbauer@greenleaf-power.com
Wheelabrator	IHI BioRAM plant	20811 Industry Rd, Anderson, CA 96007	30 trucks/day Or 750 green tons/day	Alan Jacobson 916.799.2526 Alan123@aol.com
Sierra Valley Enterprises, LLC (formerly ARP Loyalton)	IHI BioRAM plant	100 Railroad Ave Loyalton, CA 95648	80-100 trucks /day (2,500 green tons/ day)	Patrick Gayner 858. 204.6800
<b><u>Rio Bravo Rockin</u></b>	<b><u>IHI BioRAM plant</u></b>	<b><u>3100 Thunder Valley Court Lincoln, CA 95648</u></b>	<b><u>600 Green tons/day, 25-30 truckloads</u></b>	<b><u>Scott Pederson 916.645.3383 <a href="mailto:spedersen@rbrocklin.com">spedersen@rbrocklin.com</a></u></b>

Other Wood waste end use facilities (lumber, manufacturing, firewood, etc.) that have been approved by the IMT that can be used for this operation for **some or all of the remaining 25%** of the remaining wood materials (by green ton) includes:

IMT Pre-Approved Wood Materials Utilization Facilities				
Name	Type of Operation	Address	Potential Daily Capacity	Point of Contract
Apex Lumber (JW Bamford)	Forest Products Mfgr	88 State Hwy 70, Oroville, CA 95965	1,000 green tons/ day	Nathan Bamford 530.403.3183 <a href="mailto:lcurtis@bamfordequipment.com">lcurtis@bamfordequipment.com</a> bequip@gmail.com
Sierra Pacific Industries	Forest Products Mfgr	40 Lincoln Blvd, Lincoln, CA 95648	10 trucks/day	Robert Hoover 530.200.6487 rhoover@spi-ind.com
Old Durham Wood	Commercial Firewood Operation	56 Oroville Chico Hwy, Durham, CA 95938	2,000 green tons/ day	Randy McLaughlin 530.624.0770 randyodw@gmail.com

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Ostrom Road Landfill -Recology	Wood chipping for composting and/or mulch	5900 Ostrom Road Wheatland, CA 95692	250 – 20,000 green tons/day	Sal Coniglio Vice President & Group Manager C: 530.353.9916   sconiglio@recology.com
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Potential Daily Capacity figures provided above are based on non-binding letters of intent issued by the facilities to the IMT. Contractor will be required to confirm actual capacities and enter into agreements with several of these biomass and wood materials utilization end users. Contractor is responsible for all costs of disposal and shall retain any revenue from end use.

- 20) All wood materials removed from the ROW or non-ROW properties with ROEs, as part of the State Tree Removal program must ultimately be taken to CM and IMT pre-approved end use facilities.
- 21) Upon stacking logs at any of the specified biomass/wood utilization facility decking locations, the logs/wood materials will become property of that biomass/wood materials utilization facility.
- 22) Contractor will be responsible for utilizing metal detectors on each log and removing any metals detected, making sure that there is no metal in the logs/vegetative material delivered to biomass/wood utilization facilities. Metal found in the logs or materials shall be removed by the Contractor.
- 23) Provide related support services, such as dust control, installation of erosion control, and other environmental stewardship BMPs and AMMs for Hazard Trees located within the Town of Paradise and Butte County located on public, commercial, or private properties and that threaten public rights-of-way public owned property, or near public structures (i.e., buildings, bicycle or walking trails, parks, schools, etc.).
- 24) Contractor will minimize ground surface disturbances as part of its operation. No tree access roads will be built unless authorized by the IC, OC, and the CM in a change order, prior to its construction.
- 25) The Contractor will place two (2) to three (3) inches of chipped slash on all areas where the soil has been disturbed by the Contractor’s hazard tree removal operation. This wood mulch will be placed to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water. The wood mulch shall be a maximum of ½ to 3 inches in length and an average thickness of 1/16 to 3/8 inches in any direction. Efforts shall be made to preserve existing vegetation, if practicable.
- 26) For surface soils disturbed during tree removal operations where the ground is steeper and/or near streambeds and ground surface is disturbed, Forest Practice Rules must be followed for the purpose of limiting sediment and sawdust from leaving the area and potentially entering into the streambed. Jute matting, waddles, and or compost socks used on these slopes will be constructed of natural materials with no-monofilament netting used in their

construction. Waddle and compost sock material fillers will also be made of natural materials.

- 27) Roads and shoulders used as part of the Hazard Tree Removal Operation will be maintained as needed. Road and shoulder repair expenses will be the responsibility of the Contractor.
- 28) Damage to private or public property for which the Contractor or a subcontractor is responsible, as part of the Operation, will be repaired by the Contractor at no cost to the State. Responsibility of the Contractor to repair incidental damage, referred to in the private property ROE, shall be considered and determined by the IC and the CalRecycle CM. Damages to such items as roads, trails, and other improvements (including but not limited to gates, fences or signs, etc) damaged by the Contractor will be repaired to a like or better condition as that found prior to the start of work. Repairs may include repairing or replacing drainage control features. Significant damage to existing roads, trails or other improvements, determined to be caused by Contractor, must be repaired by Contractor at Contractor's expense within ten (10) working days of notification by the IMT.
- 29) Contractor will prepare and provide Daily, Monthly and Quarterly Summary Reports of the hazard tree removal operational activities and status.
  - A. Quarterly Reports will be delivered between the 1<sup>st</sup> and 3<sup>rd</sup> day of April, July, October, and January 2021. The Quarterly Reports will detail end use of the quantities of timber and biomass materials the Contractors' delivered to each end use facility. They will also summarize the Contractors' progress in meeting the Operations requirement of 75% of all wood materials (by green ton) originating from their operating area, delivered to Biomass end use facilities.
  - B. Monthly Summary Reports will serve as the Cover Memo to the Monthly Progress Invoice. It will summarize the total number of trees removed within the Contract Area for the month, the subtotal of green tons of timber and biomass materials delivered to each of the end use facilities under contract.
  - C. Daily Summary Reports will summarize the daily work including the Road Name, the beginning and ending post mile marker location of the work performed during that day as well as the GPS coordinates of each tree removed, the APNs where trees within private property were removed, and a list of the trees felled for that day including the tree assessment information as follows: property Assessor's Parcel Number (APN), tree site identification number, GPS location, species, diameter, height, photographs of tree (pre-cut and of marked stump), and documentation of RPF/TRAQ qualified arborist signature for Hazard Tree (coordinate with the Consultant to gather all of this information together).

All of these activities shall be included in the unit costs for removal in the Overall Project Costs section and the Bid Sheet. However, each tree will still be tracked by the

Consultant from the individual property or public ROW from which it was taken, to the processing facility (if any) and from there to the end use facility to meet the overall objectives of this project and to track both the disposition of each tree and the Contractor costs, as required by FEMA. The types and quantities of Hazard Trees removed and taken to end use facilities will vary. Where Hazard Trees are found to straddle ROW lines and/or multiple property lines, costs shall be allocated proportionally to the respective owners (i.e., individual properties, community ownership).

### **Division of Work**

The Town and County are responsible for soliciting, obtaining and processing ROE forms from each property owner that wants to participate in the State Hazard Tree Removal Program. The property owners are obliged to remove their hazard trees but not to necessarily join the State operated program. They can choose to contract separately for tree removal or remove these hazard trees themselves. The ROE's have been coming into the Town and County on a relatively slow pace, to date.

The IMT and PC, after receipt of signed and vetted property owner ROE forms obtained from the County and subsequent Assessment by the Consultant Arborists, as directed by the Consultant RPF, will distribute the workload to Contractor Hazard Tree Removal Crews (Task Forces), with the general goal of assuring operational efficiency and keeping each Crew or Task Force in a focused area. Assignment of properties to specific Task Forces, placed in specific Branches and Divisions within each Working Area shall be solely at the discretion of the PC, with Contractor input. The IMT reserves the right to assign properties based on operational needs, overall operational progress, specific experience of particular crews, or any other relevant operational details as determined by the IMT.

### **Tasks**

All work under this Agreement shall be completed through Work Orders issued by CM. The Contractor will be instructed in twice weekly Incident Action Plans (IAPs) issued by the PC and approved by the IC on where tree removal work is to be performed, by Crew, and by what date it shall be completed.

The work to be performed for this Agreement will involve the primary work of the removal of hazard trees as well as related support services, such as dust control, (applicable to fire debris cleanup operations), and installation of erosion control BMPs.

The Contractor shall be responsible for coordinating with the IMT, CM, CalRecycle's Assessment & Monitoring Consultant, and providing information as required to document material quantities and the project costs allocable to each bid item by property. The method, detail, and adequacy of the material and cost tracking information by property will be jointly developed by the CM and CalRecycle's Consultant, with final approval coming from the CM.

### **Work Orders and Change Orders**

All work under this Agreement shall be performed through Work Orders issued to the Contractors by CM, in writing and in accordance with the "Work Authorization" clause of Exhibit D. When the IMT determines the need for Contractor services under this Agreement, a Work Order will be issued by the CM. Work Orders will detail activities to be completed, a not to exceed cost, and provide a schedule for completion.

The Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order or the initial Notice-To-Proceed issued by the CM. The Contractor shall immediately notify the CM and IMT of any condition or event that may interfere with completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. The CM will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work, or changes and additions not pre-authorized in writing by the CM, may not be considered for compensation.

CalRecycle reserves the right to make such alterations, deviations, additions to, or deletions from Work Orders, plans, and specifications, as deemed necessary or advisable by the CM. Any such changes will be set forth in an amended Work Order which will specify, in addition to the work to be done in connection with the change made, adjustment of Work Order time, if at variance with that indicated in the Work Order. An amended Work Order will not become effective until approved in writing by the CM.

If the Contractor is directed to perform work outside the Scope of Work of this Agreement, or encounters any other situation where it believes an adjustment of costs from the Bid Schedule is justified, the Contractor must immediately notify the Contract Manager of the need for a Change Order. Failure to promptly notify the Contract Manager constitutes a waiver of any claim for additional compensation prior to actual notification to the Contract Manager.

The Contract Manager shall notify the Contractor if and when to continue the affected work and issue a Change Order if adjustment to the Bid Schedule costs is necessary. The Contractor shall promptly provide all information requested by the Contract Manager in support of a Change Order. Upon completion, a Change Order shall be attached to this Agreement through the formal amendment process. A Change Order shall specify the effective date of the adjusted costs, but those costs cannot be invoiced at the adjusted rate prior the completion of the amendment.

### **Overview of Operations:**

The Hazard Tree Removal and Recovery Services shall follow a systematic approach to removing Hazard Trees with responsibilities of the Contractor noted below. This systematic approach is summarized below:

1. Initial Site Reconnaissance (**Performed by CalRecycle's Consultant**)

- i. Verify and mark property lines, as necessary, with a land surveyor.
  - ii. Install address and project signs.
  - iii. Identify water and electrical sources.
  - iv. Identify environmental stewardship concerns
2. Individual Site Assessments (**Performed by CalRecycle's Consultant**)
- i. Check for underground utilities by alerting Underground Service Alert (USA) for placement of street number signs, as necessary.
  - ii. Identify septic tank and leach field locations on each property, if feasible.
  - iii. Identify water wells, springs, other water sources and water storage tanks on properties not serviced by the local water agency, if feasible.
  - iv. ISA Licensed Arborist, under direction of State RPF, or designee, to Identify hazard trees.
  - v. Mark, GPS, photograph, place unique identification numbers on each hazard tree for each property,
  - vi. Prepare a site assessment map for each property depicting the location and number trees to be removed,
  - vii. List each tree's type (as determined by the Arborist/Arborist Technician), height, diameter (at 4.5 feet above local ground level)
3. Hazard Tree Removal (**Performed by Contractor through this contract**)
- i. Pre-determine how hazard trees will be felled and share plans with TFL prior to commencing with the tree felling.
  - ii. Fell hazard trees.
  - iii. Collect, consolidate, and remove hazard trees for processing at approved Temporary Log Storage and Processing Sites/ Staging Areas (as necessary), and ultimately deliver to end use facilities.
  - iv. Smoothing ground surface (if applicable).
  - v. Apply chipped slash as mulch, as necessary for erosion control purposes, as approved by the OC or designee.
  - vi. All work must be in compliance with the EPP, and the ECP, which may be subject to change at CalRecycle's discretion.
  - vii. Identify, permit, prepare environmental permits, and lease Temporary Log Storage and Processing Sites and Staging Areas for wood materials processing, from list of IMT pre-approved properties.

- viii. Enter into agreements with wood materials end use facilities from the list of IMT pre-approved facilities.
  - ix. Prepare Daily Summary Reports summarizing the daily work including the Road Names, the beginning and ending post mile marker location of the work performed during that day as well as the GPS coordinates of each tree removed, the APNs where trees within private property were removed, and a list of the trees felled for that day including the tree assessment information as follows: property APNs, tree site identification numbers, GPS felled hazard tree locations, species, diameter, height, photographs of tree (pre-cut and of marked stump), and documentation of RPF/TRAQ qualified arborist signature for Hazard Tree (coordinate with the Consultant to gather all of this information together).
4. Additional major items of work anticipated in this project include, but are not limited to (**Performed by Contractor through this contract**):
- i. Coordination of all Contractor resources;
  - ii. Enforcing and ensuring traffic control plans; and
  - iii. Individual property Cost tracking and community Cost tracking.
- A. Additionally, the Contractor shall prepare a site-specific Safe Work plan for Contractor's and subcontractors' field staff in coordination with CalRecycle Health and Safety professional(s).
- B. The Contractor shall provide ongoing estimates of work to the IMT and the CM to inform decisions on individual Hazard Tree Removal Crews and overall Hazard Tree removal team efficiencies and overall costs to date.
- C. There may be a need for the Contractor to provide additional, presently unanticipated services in support of the Hazard Tree Removal Program, if requested by CalRecycle. Any additional services must be approved by the CM in writing and in accordance with the "Work Orders and Change Orders" section (above) and the "Work Authorization" clause of Exhibit D. All rates must be approved in the Work Authorization document, and shall be reasonable, typical of the industry, and allocable. Change Orders issued per the above section are the only mechanism by which the Contractor will be paid for any costs not included on the Bid Schedule. If the Contractor is directed to perform any additional, unanticipated work, the Contractor shall begin the Work Authorization process with the Contract Manager before commencing the additional work. The Contractor may not be compensated for additional work if this clause and the Work Authorization clause of Exhibit D are not adhered to. The additional work will be covered with a change order, the cost of which will be (unless otherwise determined by the CM) based on either a lowest responsive bid (of 2-3 bids) or on published CalTrans labor, equipment, and materials rates. Markup costs may

be authorized by the CM up to a maximum of ten percent (10%) of supported costs.

**Location of Services**

Services shall be provided in Butte County.

**Control of Work**

1. CalRecycle Contract Manager, in support of the IC and the IMT, has the authority to determine the quality and acceptability of the following:
  - Work to be performed
  - Rate and progress of the work
  - Fulfillment of the services provided by the Contractor
  - Compensation for services provided by the Contractor

The project Contract Manager shall be the only CalRecycle point of contact for contract, payment, and contractor performance issues as described in the following Control of Work section.

2. The Contractor shall designate a Project Manager who holds the following authority:
  - Act as the Contractor's Representative for work to be provided under this Agreement; and
  - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle Contract Manager approval is required prior to the replacement being made.



## Section VI Definition and Terms

### General

Unless the context otherwise requires, wherever in this IFB or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity and are intended to refer to persons of either sex.

### Abbreviations

ADA	Americans with Disabilities Act
AMM	Approved Mitigation Measures
APN	Assessor’s Parcel Number
BMP	Best Management Practices
CAL EPA	California Environmental Protection Agency
CALRECYCLE	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
CM	CalRecycle Contract Manager
DTSC	California Department of Toxic Substances Control
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
FC	Finance Chief
FEMA	Federal Emergency Management Authority
GC	Government Code
IC	Incident Commander
ICS	Incident Command System
IMT	Incident Management Team
LTO	State of California Licensed Timber Operator
MSA	Master Services Agreement
NEPA	National Environmental Policy Act (Title 42 United States Code § 4321 et seq.).
OC	Operations Chief
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)
PC	Planning Chief
PCC	Public Contract Code
PPDR	Private Property Debris Removal – a FEMA defined term
RPF	Registered Professional Forester
SB	Small Business
SOW	Scope of Work
TSC	Tree Service Contractor

## **Definitions**

### **Agreement**

The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the IFB, Bid, general and specific terms and conditions, Change Orders, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

### **Assessor's Parcel Number (APN)**

The unique number assigned to each parcel of land by a the [County(ies)] tax assessor. See *Site*.

### **Assessment and Monitoring Consultant**

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with CalRecycle to provide Hazard Tree Assessment/marketing and documentation; biological and archaeological assessment and oversight; and tree felling, removal, processing, and end use facilities delivery monitoring. The Assessment and Monitoring Consultant's roles are directly related to this IFB and was solicited separately.

### **Cal EPA**

The California Environmental Protection Agency

### **CalRecycle**

California Department of Resources Recycling and Recovery

### **CalRecycle Staff**

Staff of the CalRecycle involved in the implementation of this contract or representatives of Consultant to CalRecycle as designated in the Work Orders.

### **Contract**

A legally binding agreement between the state & another entity, public or private, for the provision of goods or services

Contract Manager

A person designated by CalRecycle to manage performance under a contract.

### **Contractor**

A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

### **Crew**

A "crew" is defined relative to one of two types of crews, that are described as follows.:

**Hazard Tree Removal Crew:** A Hazard Tree Removal Crew is defined as either a crane or rubber tired and/or rubber tracked bucket rig, and a feller buncher, chipper, processing

equipment, fork lift, and hauling equipment and all required labor, operators, materials, and equipment to fall, process, and transport wood materials to end users. Contractor shall have the ability to manage Hazard Tree Removal Crews as **i)** one (1) unit, or **ii)** split the Hazard Tree Removal Crew into a cutting/felling unit and a Loading/Cleanup unit or other division of labor as Contractor deems appropriate. The base unit personnel for a Hazard Tree Removal Crew is a maximum of seven (7) personnel and relates to assigned task force numbers regardless of how the Contractor utilizes its resources.

**Log Deck / Yard Processing Crew:** A Log Deck / Yard Processing crew includes all personnel required to operate a permitted Temporary Log Storage and Processing Site/Staging Area. Temporary Log Storage and Processing Site/Staging Area Crews also include all personnel required to monitor, track, and process hazard trees at a Temporary Log Storage and Processing Site. The base unit for a Log Deck / Yard Processing Crew is 1 unit per Temporary Log Storage and Processing Site/Staging Area.

These crews will also include all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.

#### **Director**

The Director of CalRecycle, or his/her designees. Any references to Executive Officer shall mean the Director and/or designated officer.

#### **Disabled Veteran Business Enterprise (DVBE Certified)**

A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

#### **Disaster**

Means a fire, flood, storm, tidal wave, earthquake, terrorism, epidemic, or other similar public calamity that the Governor determines presents a threat to public safety. [19 CCR 2900(g)]

#### **Easement**

A right to cross or otherwise use another's land for a specified purpose. An easement may be expressed or implied.

#### **Environmental Protection Plan**

The purpose of the Environmental Protection Plan (EPP) is to summarize a process to promote compliance with applicable federal, state, and local environmental and cultural resources laws and regulations for the Camp Fire – DR-4407 Program. The EPP is subject to modification during the

Operational period. The EPP includes operational guidelines to ensure that the Contractor's work addresses:

- Applicable federal, state, local environmental laws/regulations,
- Operational support areas (e.g., log deck and processing areas) for which conditional use permits may be required from local agencies and a strategy to obtain required permits for all project work areas expeditiously and in compliance with all applicable regulatory requirements, and
- Applicable Best Management Practices (BMPs) and Avoidance and Minimization Measures (AMMs) defined for emergency response actions by either state or federal agencies based on those obtained for the Camp Fire structural Debris Removal Operations Program

### **Environmental Compliance Plan**

Lists and describes the BMPs and the AMMs that are necessary to be implemented as part of the EPP and the entire Hazard Tree Removal Operation. The BMPs and AMMs include methods to protect, endangered species, waterways, flora and fauna, and cultural resources

### **Federal Assistance**

Means aid to disaster victims or local agencies by the federal government pursuant to federal statutory authorities. [19 CCR 2900(m)]

### **Green Ton (GT)**

2,000 pounds (lbs.) of fresh cut woody material at a "green" moisture content.

### **Hazard Trees**

Trees that meet the FEMA description: "if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter at 4.5 feet above ground level of six inches or greater; and one or more of the following criteria: it has more than 50% of its crown damaged or destroyed, or it is a split trunk, broken branches or exposed heartwood, or it is leaning at an angle greater than 30 degrees." For this operation, the maximum distance of the hazard tree from the road right of way is 2x the height of the tree.

### **Incident**

**See *Project*.**

### **Incident Commander**

The person responsible for all aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The incident commander sets priorities and defines the organization of the incident response teams and the overall incident action plan.

### **Incident Command System**

A standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

**Incident Management Team**

Designated personnel who provide support to incident management. The IMT include the CalOES Incident Commander and Deputy Incident Commanders, CalRecycle Operations Chief, CalRecycle Planning Chief, CalRecycle Finance Chief and their respective designees.

**Temporary Log Storage and Processing Sites**

Properties where the permitted transfer, sorting, and interim processing of felled Hazard Trees occurs.

**Lot**

See *Property*.

**Project**

Hazard Tree Removal Operation includes providing the Camp Fire impacted communities of Paradise and Butte County a safer living environment by removing hazard trees that could fall on public rights of way and facilities. This will be completed in a safe and environmentally protective way.

**Project Manager**

Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

**Property**

A parcel of land owned by a resident, commercial, industrial, or public entity.

**Property Line**

A legal boundary separating one or more private properties.

**Right of Way Line**

A legal boundary separating public property from one or more private properties.

**Private Right of Way**

The portion of real property owned by private land owners that may include an easement that allows access to one or more private properties.

**Public Right of Way**

The portion of real property granted to Butte County and/or the town of Paradise to utilize said property for public street and drainage purposes. This grant includes the right for use by public utilities. FEMA's definition of the public right-of-way, for this operation, includes publicly-maintained land beyond the edge of the roadway, which may also include other public infrastructure.

**Scope of Work**

The description of work required of a contractor by the awarding agency.

**Site**

See *Property*.

**Small Business (Certified)**

A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

**State**

The State of California.

**State Contract Law**

The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

**State Eligible Costs**

Means all project costs eligible under Government Code Sections 8680 et seq., and shared costs of projects deemed eligible for federal public assistance, after offsetting applicable credits. [19 CCR 2900(kk)]

**Subcontractor**

A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

**Support Crew**

Contractor staff that provide materials, equipment, fuel, tools, etc. in support of the Contractor's Crews.

**Task Force**

Unit and organizational element having functional responsibility for a specific activity.

**Unique Property**

A property that is not like a majority of the other properties that may need special attention, extra work to complete Hazard Tree removal operations.

**Workday**

A workday includes reasonable time required to support daily on-site Hazard Tree removal operations, including, but not limited to, health and safety briefings, beginning and end of shift briefings, and all-hands safety meetings. The IMT will determine operational hours for each operational period. The actual length of a specific workday may vary based upon operational needs, specific job description and duties, weather, local laws, and other factors. In previous incidents daily operations began typically began at 0630 or 0700 and ended at 1800 or 1900.

## **Attachments**

**Bid Schedule**  
**Hazard Tree Removal and Recovery Services for the Camp Fire in Butte County**  
**For work within the “East Paradise” and “West Paradise” Branches**  
**DRR19067**

Complete this form and submit the original in accordance with the requirements of this IFB.  
 Separate invoices itemizing all costs are required for all work performed under each Work Order.

Contractor/Company Name:					
Item No.	Item Description	Est. Quantity	Unit Price	Multiplier	Total Price
<b><u>Overall Project Costs:</u></b>					
<b>1</b>	<b>Mobilization/Demobilization to job</b>				
	Hazard Tree Removal Crew	50 crews	\$ _____ per Hazard Tree Removal Crew	50	\$
<b>2</b>	<b>Non-Working Days</b>				
2a	Hazard Tree Removal Crew	5 days per crew	\$ _____ per Hazard Tree Removal Crew	250	\$
2b	Log Deck / Yard Processing Crew	10 days per crew	\$ _____ per Temporary Log Storage and Processing Site/Staging Area	20	
<b>3</b>	<b>Delays</b>				
3a	Hazard Tree Removal Crew	1,800 crew hours	\$ _____ per hour/Hazard Tree Removal Crew	1,800 hours	\$
3b	Log Deck / Yard Processing Crew	135 crew hours	\$ _____ per hour/Temporary Log Storage and Processing Site/Staging Area	135 hours	\$



Contractor/Company Name:					
Item No.	Item Description	Est. Quantity	Unit Price	Multiplier	Total Price
<b><u>Hazard Tree Removal per Property:</u></b>					
<b>4</b>	<b>Tree Removal – 6-inches diameter or larger at 4.5 feet above ground</b>				
4a	First 35,000 hazard trees	35,000	\$_____ per tree	35,000	\$
4b	Hazard trees between 35,001 and 70,000	35,000	\$_____ per tree	35,000	\$
4c	more than 70,000 hazard trees	up to 68,000	\$_____ per tree	68,000	\$
<b><u>TOTAL BID</u></b>					<b>\$ *</b>

\*This bid represents, and is to include, all elements as described under “Bid Schedule” in Section III, Bid Submittal Requirements (pages 19-39 of the IFB document).

\*\*This Bid Item quantity is based preliminary quantity and characteristic assessments developed by other public agencies and is considered a reasonable quantity estimate as understood by the Contract Manager at the time of solicitation.

\*\*\* Prices shall be submitted in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site (<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>) for General Prevailing Wage Rates as currently determined by the February 2020 DIR prevailing wage published rates. Contractor shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

**The quantities and multipliers on this Bid Schedule are estimates for bid calculation purposes only. None of these quantities are guaranteed and may change based on site conditions, property owner participation in the hazard tree removal program, or other factors. No price adjustments will be authorized based on quantity variations.**

---

**Acknowledgement/Authorization**

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Bid and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

**Bid Schedule**  
**Hazard Tree Removal and Recovery Services for the Camp Fire in Butte County**  
**For work within the “East Camp Fire (Concow), “West Camp Fire,” and “North Central (Magalia)” Branches**  
**DRR19067**

Complete this form and submit the original in accordance with the requirements of this IFB.  
 Separate invoices itemizing all costs are required for all work performed under each Work Order.

Contractor/Company Name:					
Item No.	Item Description	Est. Quantity	Unit Price	Multiplier	Total Price
<b><u>Overall Project Costs:</u></b>					
<b>1</b>	<b>Mobilization/Demobilization to job</b>				
	Hazard Tree Removal Crew	50 crews	\$ _____ per Hand/ Bucket Lift crew	50	\$
<b>2</b>	<b>Non-Working Days</b>				
2a	Hazard Tree Crew	5 days per crew	\$ _____ per Hazard Tree Removal Crew	250	\$
2b	Log Deck / Yard Processing Crew	10 days per crew	\$ _____ per Temporary Log Storage and Processing Site/Staging Area	20	
<b>3</b>	<b>Delays</b>				
3a	Hazard Tree Removal Crew	1,800 crew hours	\$ _____ per hour/Hazard Tree Removal Crew	1,800 hours	\$
3b	Log Deck / Yard Processing Crew	135 crew hours	\$ _____ per hour/Temporary Log Storage and Processing Site/Staging Area	135 hours	\$

Contractor/Company Name:					
Item No.	Item Description	Est. Quantity	Unit Price	Multiplier	Total Price
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4a	First 35,000 hazard trees	35,000	\$_____ per tree	35,000	\$
4b	hazard trees between 35,001 and 70,000	35,000	\$_____ per tree	35,000	\$
4c	more than 70,000 hazard trees	up to 92,000	\$_____ per tree	92,000	\$
<b><u>TOTAL BID</u></b>					<b>\$ *</b>

\*This bid represents, and is to include, all elements as described under “Bid Schedule” in Section III, Bid Submittal Requirements (pages 19-39 of the IFB document).

\*\*This Bid Item quantity is based preliminary quantity and characteristic assessments developed by other public agencies and is considered a reasonable quantity estimate as understood by the Contract Manager at the time of solicitation.

\*\*\* Prices shall be submitted in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site (<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>) for General Prevailing Wage Rates as currently determined by the February 2020 DIR prevailing wage published rates. Contractor shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

**The quantities and multipliers on this Bid Schedule are estimates for bid calculation purposes only. None of these quantities are guaranteed and may change based on site conditions, property owner participation in the hazard tree removal program, or other factors. No price adjustments will be authorized based on quantity variations.**

---

**Acknowledgement/Authorization**

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Bid and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

**Bidder Declaration**

State of California—Department of General Services,  
Procurement Division GSPD-05-105 (EST 8/09)

Solicitation Number **DRR19067**

**BIDDER DECLARATION**

Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):

- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): \_\_\_\_\_ or None \_\_\_\_\_
- b. Will subcontractors be used for this contract? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE:
  - (1) Are you a broker or agent? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
  - (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_ **N/A** \_\_\_\_\_

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

**CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct**

Page \_\_\_\_\_ of \_\_\_\_\_

**BIDDER DECLARATION Instructions****All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.**

**1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

**1.b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDCCertification and Compliance Unit via email at: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

**1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

**2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page \_\_\_\_\_ of \_\_\_\_\_” on the form. If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page \_\_\_\_\_ of \_\_\_\_\_” accordingly.

2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)) that it is still valid and list all current certifications here. Otherwise, enter “None.” [Note: A SB/NVSA should not be participating as a subcontractor]

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable) “Yes” or “No” for each subcontractor listed.

Enter “**N/A**” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “**Yes**” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “**No**” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

**Read the certification at the bottom of the page and complete the “Page \_\_\_\_\_ of \_\_\_\_\_” accordingly.**

**Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification**

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number \_\_\_\_\_, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the SB or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

*Please copy this form to include as many SB or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025*

**SB/MB/DVBE SUBCONTRACTOR INFORMATION**

<b>Contract Firm Name</b>			
Name of Firm Representative			
Title			
	Phone:	Fax:	
Firm Address	Street:		
	City:	State:	Zip:
Contract Number			
Total Amount Received Under this Contract	\$	Date Final Payment Received: / /	

**SB/DVBE SUBCONTRACTOR INFORMATION**

SB/DVBE Subcontractor	Street Address	City	State	Zip	Amount Paid	Participation Achieved
						%
						%
						%
						%

<b>Printed Name</b>		<b>Signature:</b>	
<b>Title:</b>		<b>Report Date:</b>	



Listed hereinafter are the **name, location, license number, and registration number** of all subcontractors who will be employed, and the **kind of work** which each will perform if the contract is awarded to the undersigned. I understand that under Public Contract Code Section 4100, et. seq., I must here clearly set forth the name and location of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (1/2 of 1%), of my total bid, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the act.

(Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform.) I also understand that listed subcontractors must be registered with the Department of Industrial Relations in order to be listed for and to engage in the performance of work on Public Works projects. Notwithstanding General Conditions Paragraph 1.1, the definition of a **SUBCONTRACTOR** for the purposes of the Subletting and Subcontracting law is as follows: A trade Contractor who is licensed with the Contractors' State License Board with an A, B, C or D classification, as defined pursuant to PCC Section 4113.

- Vendors or suppliers of materials only need not be listed.
- Any DVBE subcontractor performing work in excess of ½ of 1% of the bid amount **MUST** be listed below **AND** under ARTICLE 9.2.1 - DVBE PARTICIPATION SUMMARY.

**Failure to list Kind of Work, Name, Location or License Number shall cause the bid to be rejected as non-responsive.**

Kind of Work	Name	Location (City)	CSLB License No.	DIR Registration No.

If further space is required below, copy this page and attached hereto to be made a part of the Bid Form. Sub List Page \_\_\_\_\_ of \_\_\_\_\_

**Darfur Contracting Act**

Pursuant to Public Contract Code section 10478, if a Bidder or Proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
 Initials three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
 Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
 Initials business activities or other operations outside of the United States,  
 + certification but we certify below that we are not a scrutinized company  
 below as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Proposer/Bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.**

**Contractor Status Form**

Contractor's Name: \_\_\_\_\_ County: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Federal Employer Identification Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS**

Individual       Limited Partnership       General Partnership       Corporation       Other

**If Individual or sole proprietorship, state the true name of sole proprietor:** \_\_\_\_\_

**If a Limited or General Partnership, list each partner and state their true name and interest in the partnership:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**If a Corporation, state place and date of incorporation:** \_\_\_\_\_

**President:** \_\_\_\_\_ **Vice President:** \_\_\_\_\_  
**Secretary:** \_\_\_\_\_ **Treasurer:** \_\_\_\_\_  
**Other Officer:** \_\_\_\_\_ **Other Officer:** \_\_\_\_\_

**Provide explanation if claiming Other:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**SMALL BUSINESS PREFERENCE**

**Are you claiming preference for small/micro business?**       YES – Attach approval letter from Office of Small Business Certification and Resources  
 NO

**Are you claiming preference for DVBE?**       YES – Attach approval letter from Office of Small Business Certification and Resources  
 NO

PREVAILING WAGE

**Contractor's Public Works Registration No. (Department of Industrial Relations):** \_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED**

**Client References**

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

**BIDDER / SUBCONTRACTOR'S NAME:**

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			
<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			
<b>REFERENCE 3</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

If three references cannot be provided, explain why:

### **California Only Restriction**

For DRR19067 Tree Removal Services for the Camp Fire, a new restriction will be placed on Proposers. To be eligible for consideration, Proposers must be certified as a California-based entity. Proposers must complete Attachment G: California Only Restriction form thoroughly, from Sections 1 through 4, or Proposers will be deemed ineligible for consideration for DRR19067. Attachment G and all supporting documents must be submitted along with the Proposal package by the deadline set in Section 1 Overview Process Schedule. Attachment G includes 4 Sections that must be completed entirely by Proposers, including:

- Section 1: Proposers must select one of the two definitions to be considered as a California entity (modeled partially after the Target Area Contract Preference Act).
- Section 2: Proposers must provide supporting documents to support their certification
- Section 3: Proposers must also answer a questionnaire to verify their certification as a California entity
- Section 4: Proposers must sign, under penalty of perjury, the certification contained in this form to be considered as a California entity

Interested parties are advised that a Proposer's subconsultants or subcontractors, if any, must also meet the definition of a California Contractor at the time of Proposal submission and through the life of the contract. CalRecycle's discovery of violations of the CA-only restriction – regardless of Proposer's intentions – may be found in breach of contract and placed on CalRecycle's unreliable list (see Title 14, California Code of Regulations, section 17050(f)).

### **SECTION 1 CHOOSE ONE OF THE FOLLOWING TWO**

- (1) A business or corporation whose principal office is located in California, and the owners, or officers if the entity is a corporation, are domiciled in California

**OR**

- (2) A business or corporation that has a major office or manufacturing facility located in California and that has been licensed by the state on a continuous basis to conduct business within the state and has continuously employed California residents for work within the state during the three years prior to submitting a bid or proposal for a state contract.

### **SECTION 2 PREPARE SUPPORTING DOCUMENTS**

*Proposers are advised that they should prepare the following documents to support their Section 4 certification. Upon request, Proposers and Proposer's subcontractors/subconsultants, if any, must provide such information to CalRecycle within 24 hours or may be deemed ineligible for award. Post contract execution, Proposers and Proposer's subconsultants/subcontractors, if any, must also provide supporting documents within 24 hours of CalRecycle's request or may be found in breach of contract's terms.*

- 1) Internal Revenue Service (IRS) official documentation verifying the firm's Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

- 2) If Proposer is a Corporation: may provide corporate meeting minutes listing current elected corporate officers and directors or Statement of Information as filed with CA Secretary of State.
- 3) If Proposer is a Limited Liability Company (LLC): Articles of Incorporation, Operating Agreement and amendments, and LLC Statement of Information, as filed with the Secretary of State
- 4) If Proposer is a Joint Venture (JV): each JV partner must meet the CA-only restriction definition and include separate Attachment G forms. Each partner should be prepared to provide, upon CalRecycle's request, supporting documentation.
- 5) If Proposer chooses Option 1 in Section 1 above, the following information may also be requested by CalRecycle (even after contract execution, to determine potential violations):
  - a. Voter registration record issued by the County Registrar's Office for each owner or officer if the entity is a corporation
  - b. CA Driver's Licenses for each i) owner, or ii) officer, if the entity is a corporation
  - c. Residential lease agreement and cancelled checks – last three months from the publication date of DRR19067's IFB.
  - d. Residential utility bill (for example: gas, electric, water, or garbage services) for the three months from the publication date of DRR19067's IFB.
  - e. State income tax returns for the immediate three years prior to DRR19067's IFB publication.
  - f. IRS Form 4506-T requesting a transcript of a tax return
- 6) If Proposer choose Option 2 in Section 2 above, the following information may also be requested from Proposers:
  - a. Appropriate business licenses obtained with California state, county, or local jurisdictions
  - b. Any professional licenses obtained and issued by a California entity
  - c. Certified pay roll records of Proposer's employees for the three years prior to DRR19067's IFB publication.
  - d. Documents to verify Proposer's employee(s) residency status (see bullet 5's a-f, above, for examples of documents to satisfy residency verification).

### **SECTION 3 QUESTIONNAIRE**

Proposer Must Answer the Questionnaire completely. No blank answers will be accepted.

- 1) Proposer's business structure type is (circle one):
  - a. Sole proprietorship
  - b. Partnership
  - c. Limited liability partnership (LLP)
  - d. Limited Liability Company (LLC)
  - e. Corporation
  - f. Joint venture
- 2) If a Corporation or LLC, please provide California Secretary of State Number:

- 3) Date business started:
- 4) Month Tax Year Begins:
- 5) If the firm's business structure type changed within the most recent three tax years, enter the previous type and the date the change occurred below:
  - a. Previous business structure type:
  - b. Date of business structure type change
- 6) Is this firm a franchise? Circle one: Yes    No

#### SECTION 4

#### Signature of Proposer

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CERTIFICATION STATEMENT: Under penalty of perjury, the signatory certifies that Proposer should be classified as a California entity for the sole purpose of gaining eligibility and consideration for DRR19067's IFB. The signatory attests to the truthfulness of Sections 1-4, including any of the Proposer's subconsultants or subcontractors. Violations – intentional or otherwise – may result in rejection of Proposal. If violations are found post-contract execution, Proposer understands that Proposer may be placed on CalRecycle's unreliable list (see Title 14, California Code of Regulations, section 17050(f)). Proposer understands that any supporting documents must be provided to CalRecycle within 24 hours of CalRecycle's request or be deemed ineligible for award. If contract has been awarded, Proposer understands that any supporting documents must be provided within 24 hours of CalRecycle's request or may be found in breach of contract.

**Compliance With Government Code, Section 87100**

Government Code, Section 87100 provides: No public official at any level of state or local government will make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he or she has a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict of interest laws promulgated under the Political Reform Act.

**The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with CalRecycle. These disclosures will be made under penalty of perjury.**

In addition to the disclosures required above, list current clients subject to any discretionary action by CalRecycle, or who may have a financial interest in the policies and programs of CalRecycle, and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Proposer and its subcontractors (if any) will be required to file statements of economic interests with CalRecycle upon award of the Contract. CalRecycle will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

**CURRENT CLIENTS MEETING ABOVE CRITERIA**

<u>Client Name</u>	<u>Contract</u>	<u>Address</u>	<u>Phone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

A determination by CalRecycle that a conflict of interest exists as a result of the disclosed relationships will be grounds for disqualifying a Proposer.



**Public Contract Code Section 10162 - Questionnaire**

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation? If the answer is yes, attach an explanation.

 Yes

 No
**Public Contract Code Section 10285.1 Statement**

In accordance with Public Contract Code Section 10285.1, Proposer shall complete, under penalty of perjury, the following statement:

Has the Proposer been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, 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 "Proposer" is understood to include any partner, member officer, director, responsible officer, or responsible managing employee thereof, as referred to in Section 10285.1.

 Yes

 No
**Noncollusion Affidavit**

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

In accordance with Title 23, United States Code, Section 112, and Public Contract Code 7106 if federally funded, or Public Contract Code 7106 if state funded, the Proposer 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 Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, 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 Proposer 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 corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

**SIGNATURE:**


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 Signature of Authorized Representative

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 Printed Name and Title

Draft Standard Agreement (STD 213) (Attachment J)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER <b>DRR19067</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

TBD

THROUGH END DATE

TBD

3. The maximum amount of this Agreement is:

(          dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	5
	Attachment 1 Recycled Content Certification	2
Exhibit E**	Invitation for Bids, DRR19067	
Exhibit F**	Bid from company name in response to Invitation for Bids, DRR19067	
Exhibit G	FEMA Public Assistance Program Contract Clauses	6
	Items shown with double Asterisks (**) are hereby incorporated by reference and made part of this agreement as if attached hereto.	

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery

CONTRACTING AGENCY ADDRESS

1001 "I" Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Noah Valadez

TITLE

Administrative Services Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

	AGREEMENT NUMBER <b>DRR19067</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)  Governor's Emerg. Proc. (dated 11-8-19)	

**EXHIBIT A****SCOPE OF WORK**

1. TBD (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with emergency tree removal services as described herein.
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager<<Contractor>>

Name: TBD  
 Phone: (916)  
 Fax: (916)

Name: <<Contractor Project Manager>>  
 Phone: (XXX) XXX-XXXX  
 Fax: (916) XXX-XXXX  
 <<Contact  
 Name>>@<<Contractor>>

Email: @calrecycle.ca.gov

Direct all agreement inquiries to:

CalRecycle Contract Analyst<<Contractor>>

## Contracts Unit

Attention: Luke Wainscott  
 Address: 1001 I St., MS 19-A  
 Sacramento, CA 95814  
 Phone: (916) 341-6527  
 Fax: (916) 319-7345  
 Email luke.wainscott@calrecycle.ca.gov

Attention: <<Contractor Contact Name>>  
 Address: <<Contractor Street Address  
 <<Contractor City, ST, zip>>  
 Phone: (XXX) XXX-XXXX  
 Fax: (XXX) XXX-XXXX  
 <<Contact  
 Name>>@<<Contractor>>

## 3. Background

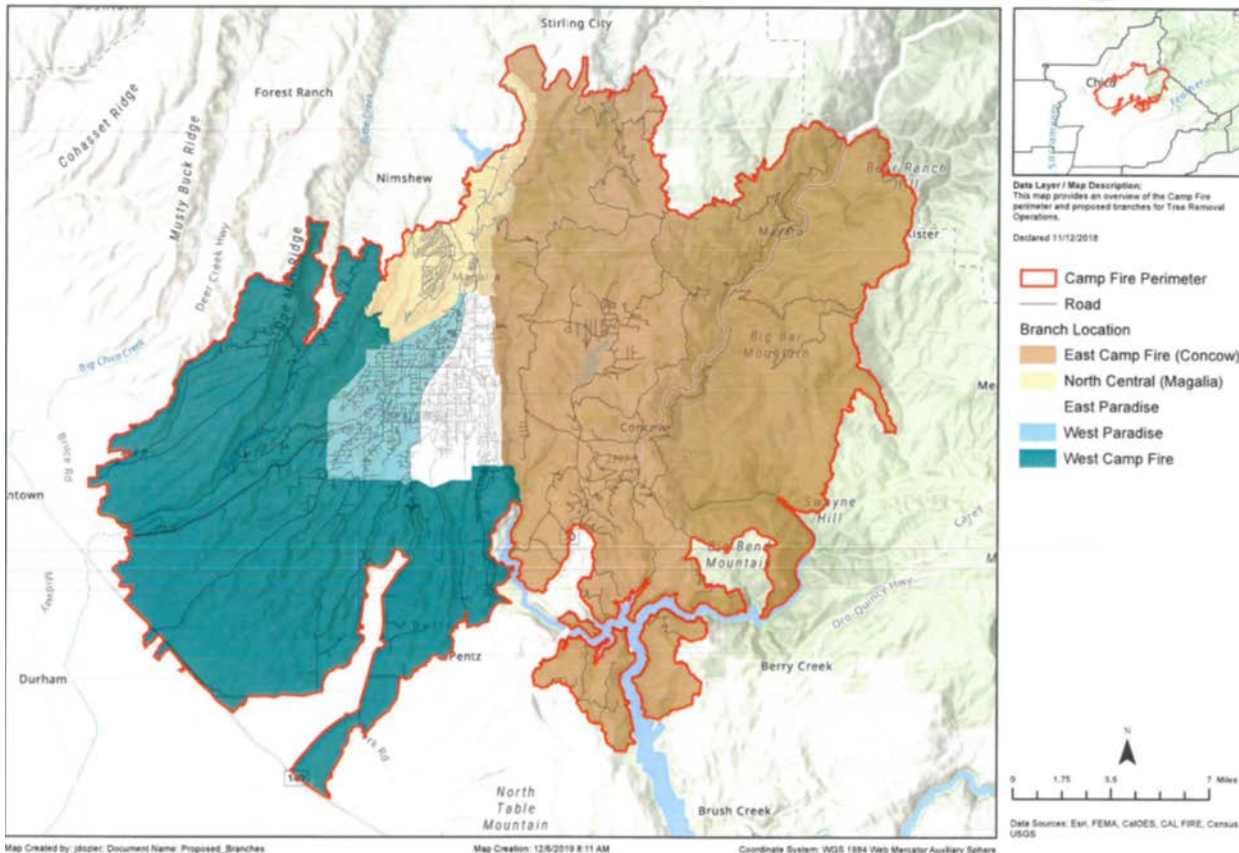
The Camp Fire has impacted Butte County. To date, it is estimated that over 600,000 and up to 1,200,000 trees were destroyed or damaged by the wildfire. It is estimated that up to 300,000 of these trees are Hazard Trees endangering the public at large on roadway networks and near public structures. This Contract will provide hazard tree removal services for this project. The anticipated duration of this project is approximately one year for hazard tree removal.

The Contractor shall provide professional hazard tree removal related to the tree removal in Butte County as well as assist CalRecycle in the coordination, documentation, and related efforts necessary to coordinate with county, state and possibly federal agencies and document tree marking, removal, processing and disposal.

## 4. Work to be Performed

The Contractor shall perform all hazard tree felling, processing, and transport to end use facilities and provide all supporting services, as required in support of the IMT, as directed by the OC and CalRecycle CM. The IMT will operate under the ICS. Through Work Orders, CalRecycle will direct the Contractor when and where these services are necessary. Typical tasks to be performed under this Agreement shall include, but are not limited to:

- A. Follow the Public Agency, Public and Private Utility Right of Way Exemption requirements.
- B. Review, sign, and implement the Public Agency, Public and Private Utility ROW Exemptions that make up the Contractor's Awarded Contract area. The hazard tree removal area has been divided into five (5) operational areas representing five (5) separate drainage areas within the Camp Fire burn scar. Each operational area will have its own Public Agency, Public and Private Utility ROW Exemption - See Map below):



- C. Follow Federal National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements for the protection of the environment including surface water, endangered species, and cultural resources as required in the EPP and the ECP, prepared in support of the Public Agency, Public and Private Utility ROW Exemptions.
- D. All ROW trees will be felled, processed, and transported separately from the ROE trees felled, processed and removed from private properties. They will be reimbursed separately, by FEMA, so they need to be tracked separately from the property from which they came, to the log storage and processing yard (if applicable) all the way to the end use facility. No slash or chips or logs from ROW trees can be mixed with non-ROW felled trees.

- E. Each hazard Tree Removal Crew's Liaison will inspect the properties assigned to that crew in the twice-weekly Incident Action Plan (IAP) and as updated and/or directed by the PC and OC. If assigned properties are determined to require extra precautions due to type, size of tree, proximity to utilities, proximity to waterways, waterway crossings, endangered species habitats, known cultural resources, or other concerns, the superintendent shall notify the CalRecycle OC or designee and, upon approval, and make preparations appropriately for the Contractor's crews to proceed. If the Contractor's Liaison believes that the hazard tree/trees need(s) special considerations for removal, that Superintendent can inform OC or designee for approval of a work order/change order. If approved by the OC, the CM and the IC, then a change order can be processed for the out of scope work.
- F. Hazard Tree Removal Crews shall, once arriving at a property, review the hazard tree assessment report, prepared for that property, with the Assessment and Monitoring Consultant's Task Force Leader (TFL) to determine if there are any specific issues (access, existing infrastructure, utilities, waterways, species or cultural resources, etc.) to be considered, prior to commencing with the work. If the Contractor's Liaison believes that a property has a hazard tree that was not marked by the Assessment and Monitoring Contractor's Arborist, the Contractor should inform the Lead Arborist in that Division of this concern. If they cannot agree, then the Consultant's Branch RPF, for that Branch area, will make the final determination.
- G. The hazard tree falling crew lead will decide how the tree falling, processing and removing will be accomplished (as described in this IFB) and inform the TFL, prior to commencing work.
- H. The hazard Tree Removal Crew will then commence, felling, delimiting, topping, removal, processing (if necessary), trucking to a log deck for sorting and/or processing (from the list of Temporary Log Storage and Processing Sites/Staging Areas listed below) and final trucking to the end use facilities selected from the list of end user facilities listed below.
- I. The hazard Tree Removal Crew will also place chipped slash for erosion control as described in bid items 4a, 4b, and 4c above.
- J. All trees to be felled within the PG&E prescribed distances from a PG&E power pole or power line, depending on the Voltage carried, can only be cut by PG&E certified tree fallers.
- K. No hazard Tree Removal Crew will remove stumps and roots, unless authorized by the OC and the IC. Cut stumps flush (within 6-inches) to existing terrain surface.
- L. Accumulation of flammable material is prohibited (i.e., slash, chipped woody material (greater than 3-inches thick, etc.).
- M. When selecting and utilizing Temporary Log Storage and Processing Sites/Staging Areas and End Use facilities, the Contractors will need to refer to the Traffic Management Plan (See Attachment M), prepared specifically for this Operation. It considers traffic ingress and egress from the proposed Temporary Log Storage and Processing Sites/Staging Areas and end use facilities (Camp Fire Tree Removal Operations Butte County CA, Traffic Management Assessment/Plan, March 12, 2020).

This plan will inform the Contractors of the precautions and traffic control measures that will be necessary for this Operation.

- N. Obtain local County and state permits for Temporary Log Storage and Processing Sites/Staging Areas, including:
  - a. County Land Use Permits
  - b. County Road Encroachment Permits
  - c. Storm Water Pollution Prevention Permits (SWPPPs)
  - d. Industrial Waste permits if generating runoff due to your proposed operations (if necessary)
  - e. Any required operational permits (local, regional, and/or state)
- O. Preparing appropriate CEQA and NEPA environmental documentation (with Consultant/IMT assistance) for Temporary Log Storage and Processing Sites/Staging Areas selected from the list below:
- P. The Contractor is responsible for developing and executing lease agreements for Temporary Log Storage and Processing Sites/Staging Area properties used to fulfill this Agreement.
- Q. Transport wood materials to Temporary Log Storage and Processing Sites/Staging Areas and to designated end use facilities.
- R. The Contractor shall provide truck weigh scales at each log storage and processing yard and allow space for CalRecycle's Consultant, the OC and and/or its authorized representatives to determine truck weights entering the yard loaded from the tree felling operation and leaving the yard loaded heading for the end use facilities. The Contractor will also allow space for truck queueing in the yard both inbound and outbound.



Potential Temporary Log Storage and Processing Sites/Staging Areas For Contract No 1 – Town of Paradise (East and West)									
Description	Owner	Site Address/ Location	Contact Information	APN (-000)	Traffic Management Plan Review?	Preliminary Environmental Vetting?	Zone	County Permit Type Needed	Notes
Skyway Crossroad Property	Walmart Real Estate Business Trust	(39.742188, -121.657948)	Steve Edwards (916) 277-8123	017-090-097	Yes	Yes	AG-160	Administrative	Retirement community across the street - Property begins at the intersection of Skyway and Skyway Crossing and extends west from there
Tuscan Ridge	Tuscan Ridge Associates LLC	3100 Skyway Road	Scott Bates Managing Member (530) 401-3670	040-520-104, 040-520-105, 040-520-106, 040-520-107, 040-520-108, 040-520-109, 040-520-110, 040-520-111	Yes	Yes	PUD	Administrative	
Diamler Quarry (Lucky Seven Ranch, Inc.)	Cary Gunn & Clayton E.	2129 Wheelock Rd (or 1854 Clark Road), Oroville	Cary Gunn - Owner 831.49.88003 or Michael Grubbs Ranch Mgr 530.990.3512	041-120-115, 041-120-116	No	Yes	AG - 160	Administrative	Delineated Wetland assessed. In process of assessing additional portions of the property
Near Kunkle Reservoir Site	Mark Dwight	The property is contiguous and to the southeast of PG&E	Mark Dwight (530) 228-1763	041-470-003	No	Yes	FR - 10	Administrative	Need access through PG&E site
Odin Recycling Facility	CWS Enterprises INC	3000 South 7th Avenue, Oroville	Neil Siller, Odin Construction (916) 893-3462	035-370-002	Yes	Yes	M2	City of Oroville Approval Needed (No permit needed)	Odin processed metal from debris removal operations.

Potential Temporary Log Storage and Processing Sites/Staging Areas For Contract No 2 – East County (Concow), North Central (Magalia), West County									
Description	Owner	Site Address/ Location	Contact Information	APN (-000)	Traffic Management Plan Review?	Preliminary Environmental Vetting?	Zone	County Permit Type Needed	Notes
Lakeridge Road Properties	Madsen Norman & Else Revocable Trust	14096 Lakeridge Circle, Magalia, CA 95954	Tom Gagne, Real Estate Agent, (530) 966-2398	066-320-001, 066-320-002, 066-320-003, 066-320-004, 066-320-005, 066-340-001, 066-340-002, 066-340-003	Yes	Yes	G-C	Administrative	Listed address + 7 adjacent APNs to the southeast along Lakeridge Cir. Current tree processing site by Werner - log decks, chipping, loading station. <b>Warner Enterprises, Paul Warner, (530) 227-3499 (cell)</b>
Honey Run Site	Chico Land Investments, LLC	2409 Potter Road, Chico	Bill Brouhard (530) 624-0951	017-210-005, 017-210-006, 017-240-023, 017-260-119	No	Yes	AG-20	Administrative	EIR, biological studies already completed. Has wetland deliniation from USACE. Land in planning stages of future development.
234 Acre parcel on Concow Road near Camalot Lane	Wendell Construction, Inc. Wendell McFarland	13186 Concow Road	Wendell McFarland (310) 462-0006	058-360-099	Yes	Yes	FR - 10	Administrative	Previously used as a log deck and processing site
Ophir Road Property	Living X Elements (Oroville Landfill Properties LLC ETAL)	461 Ophir Road, Oroville	Valerie Navarro CEO Living X Elements (530) 966-2845	035-470-012, 078-090-014, 078-100-015, 078-100-046, 078-100-047	No	Yes	Multi-Zone	City of Oroville Approval Needed (No permit needed)	Old landfill site with closed solid wood waste cells. Has Waste Discharge Requirement Permits May also be viable for biochar. Industrial site with low environmental concerns.

RCI Property	RCI General Engineering	5015 Feather River Blvd Oroville	Jake E. Richter (530) 533-3918	078-010-004, 078-010-040, 078-010-041	No	Yes	G-C	Administrative	Lot has been paved and graveled
Recology	Salvatore Coniglio	Cal Oak Road, Oroville	Sal Coniglio (530) 533-4783	035-380-011	No	Yes	MS	City of Oroville Approval Needed (No permit needed)	Next to their solid waste transfer station

- S. Negotiate with wood materials end use facilities, from the lists of end users, pre-identified and contacted by the IMT, in one of the two (2) tables below. Both Contractors will be responsible for making sure that **at least 75%** of all wood materials (by green ton) originating from their operating area, emanating from this Hazard Tree Removal Program, are taken to any one or combination of the Pre-Approved Biomass facilities listed below:

IMT Pre-Approved Biomass Facilities				
Name	Type of Operation	Address	Potential Daily Capacity	Point of contact
Honey Lake Power (Greenleaf Power)	IHI BioRAM plant	732-025 Wendel Rd., Wendel, CA 95136	2,400 Green tons/day	Gordon Bauer 530.339.2003 gbauer@greenleaf-power.com
Wheelabrator	IHI BioRAM plant	20811 Industry Rd, Anderson, CA 96007	30 trucks/day Or 750 green tons/day	Alan Jacobson 916.799.2526 Alan123@aol.com
Sierra Valley Enterprises, LLC (formerly ARP)	IHI BioRAM plant	100 Railroad Ave Loyalton, CA 95648	80-100 trucks /day (2,500 green tons/day)	Patrick Gayner 858. 204.6800
<b><u>Rio Bravo Rockin</u></b>	<b><u>IHI BioRAM plant</u></b>	<b><u>3100 Thunder Valley Court Lincoln, CA 95648</u></b>	<b><u>600 Green tons/day, 25-30 truckloads</u></b>	<b><u>Scott Pederson</u></b> <b><u>916.645.3383</u></b> <a href="mailto:spedersen@rbrockin.com">spedersen@rbrockin.com</a>

Other Wood waste end use facilities (lumber, manufacturing, firewood, etc.) that have been approved by the IMT that can be used for this operation for **some or all of the remaining 25%** of the remaining wood materials (by green ton) includes:

IMT Pre-Approved Wood Materials Utilization Facilities				
Name	Type of Operation	Address	Potential Daily Capacity	Point of Contract
Apex Lumber (JW Bamford)	Forest Products Mfgr	4288 State Hwy 70, Oroville, CA 95965	1,000 green tons/ day	Nathan Bamford 530.403.3183 <a href="mailto:ncurtis@bamfordequipment.com">ncurtis@bamfordequipment.com</a> bequip@gmail.com
Sierra Pacific Industries	Forest Products Mfgr	1440 Lincoln Blvd, Lincoln, CA 95648	10 trucks/day	Robert Hoover 530.200.6487 rhoover@spi-ind.com
Old Durham Wood	Commercial Firewood Operation	1156 Oroville Chico Hwy, Durham, CA 95938	2,000 green tons/ day	Randy McLaughlin 530.624.0770 randyodw@gmail.com

Ostrom Road Landfill - Recology	Wood chipping for composting and/or mulch	5900 Ostrom Road Wheatland, CA 95692	250 – 20,000 green tons/day	Sal Coniglio Vice President & Group Manager C: 530.353.9916   sconiglio@recology.com
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Potential Daily Capacity figures provided above are based on non-binding letters of intent issued by the facilities to the IMT. Contractor will be required to confirm actual capacities and enter into agreements with several of these biomass and wood materials utilization end users. Contractor is responsible for all costs of disposal and shall retain any revenue from end use.

- T. All wood materials removed from the ROW or non-ROW properties with ROEs, as part of the State Tree Removal program must ultimately be taken to CM and IMT pre-approved end use facilities.
- U. Upon stacking logs at any of the specified biomass/wood utilization facility decking locations, the logs/wood materials will become property of that biomass/ wood materials utilization facility.
- V. Contractor will be responsible for utilizing metal detectors on each log and removing any metals detected, making sure that there is no metal in the logs/vegetative material delivered to biomass/wood utilization facilities. Metal found in the logs or materials shall be removed by the Contractor.
- W. Provide related support services, such as dust control, installation of erosion control, and other environmental stewardship BMPs and AMMs for Hazard Trees located within the Town of Paradise and Butte County located on public, commercial, or private properties and that threaten public rights-of-way public owned property, or near public structures (i.e., buildings, bicycle or walking trails, parks, schools, etc.).
- X. Contractor will minimize ground surface disturbances as part of its operation. No tree access roads will be built unless authorized by the IC, OC, and the CM in a change order, prior to its construction.
- Y. The Contractor will place two (2) to three (3) inches of chipped slash on all areas where the soil has been disturbed by the Contractor's hazard tree removal operation. This wood mulch will be placed to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water. The wood mulch shall be a maximum of ½ to 3 inches in length and an average thickness of 1/16 to 3/8 inches in any direction. Efforts shall be made to preserve existing vegetation, if practicable.
- Z. For surface soils disturbed during tree removal operations where the ground is steeper and/or near streambeds and ground surface is disturbed, Forest Practice Rules must be followed for the purpose of limiting sediment and sawdust from leaving the area and potentially entering into the streambed. Jute matting, waddles, and or compost socks used on these slopes will be constructed of natural materials with no-monofilament netting used in their construction. Waddle and compost sock material fillers will also be made of natural materials.
- AA. Roads and shoulders used as part of the Hazard Tree Removal Operation will be maintained as needed. Road and shoulder repair expenses will be the responsibility of the Contractor.
- BB. Damage to private or public property for which the Contractor or a subcontractor is responsible, as part of the Operation, will be repaired by the Contractor at no cost to the State. Responsibility of the Contractor to repair incidental damage, referred to in the private property ROE, shall be considered and determined by the IC and the CalRecycle CM. Damages to such items as roads, trails, and other improvements (including but not limited to gates, fences or signs, etc) damaged by the Contractor will be repaired to a like or better condition as that found prior to the start of work. Repairs may include repairing or replacing drainage control features. Significant damage to existing roads, trails or other

improvements, determined to be caused by Contractor, must be repaired by Contractor at Contractor's expense within ten (10) working days of notification by the IMT.

CC. Contractor will prepare and provide Daily, Monthly and Quarterly Summary Reports of the hazard tree removal operational activities and status.

- a) Quarterly Reports will be delivered between the 1<sup>st</sup> and 3<sup>rd</sup> day of April, July, October, and January 2021. The Quarterly Reports will detail end use of the quantities of timber and biomass materials the Contractors' delivered to each end use facility. They will also summarize the Contractors' progress in meeting the Operations requirement of 75% of all wood materials (by green ton) originating from their operating area, delivered to Biomass end use facilities.
- b) Monthly Summary Reports will serve as the Cover Memo to the Monthly Progress Invoice. It will summarize the total number of trees removed within the Contract Area for the month, the subtotal of green tons of timber and biomass materials delivered to each of the end use facilities under contract.
- c) Daily Summary Reports will summarize the daily work including the Road Name, the beginning and ending post mile marker location of the work performed during that day as well as the GPS coordinates of each tree removed, the APNs where trees within private property were removed, and a list of the trees felled for that day including the tree assessment information as follows: property Assessor's Parcel Number (APN), tree site identification number, GPS location, species, diameter, height, photographs of tree (pre-cut and of marked stump), and documentation of RPF/TRAQ qualified arborist signature for Hazard Tree (coordinate with the Consultant to gather all of this information together).

All of these activities shall be included in the unit costs for removal in the Overall Project Costs section and the Bid Sheet. However, each tree will still be tracked by the Consultant from the individual property or public ROW from which it was taken, to the processing facility (if any) and from there to the end use facility to meet the overall objectives of this project and to track both the disposition of each tree and the Contractor costs, as required by FEMA. The types and quantities of Hazard Trees removed and taken to end use facilities will vary. Where Hazard Trees are found to straddle ROW lines and/or multiple property lines, costs shall be allocated proportionally to the respective owners (i.e., individual properties, community ownership).

### **Division of Work**

The Town and County are responsible for soliciting, obtaining and processing ROE forms from each property owner that wants to participate in the State Hazard Tree Removal Program. The property owners are obliged to remove their hazard trees but not to necessarily join the State operated program. They can choose to contract separately for tree removal or remove these hazard trees themselves. The ROE's have been coming into the Town and County on a relatively slow pace, to date.

The IMT and PC, after receipt of signed and vetted property owner ROE forms obtained from the County and subsequent Assessment by the Consultant Arborists, as directed by the Consultant RPF, will distribute the workload to Contractor Hazard Tree Removal Crews (Task Forces), with the general goal of assuring operational efficiency and keeping each Crew or Task Force in a focused area. Assignment of properties to specific Task Forces, placed in specific Branches and Divisions within each Working Area shall be solely at the discretion of the PC, with Contractor input. The IMT reserves the right to assign properties based on operational needs, overall operational progress,

specific experience of particular crews, or any other relevant operational details as determined by the IMT.

### **Tasks**

All work under this Agreement shall be completed through Work Orders issued by CM. The Contractor will be instructed in twice weekly Incident Action Plans (IAPs) issued by the PC and approved by the IC on where tree removal work is to be performed, by Crew, and by what date it shall be completed.

The work to be performed for this Agreement will involve the primary work of the removal of hazard trees as well as related support services, such as dust control, (applicable to fire debris cleanup operations), and installation of erosion control BMPs.

The Contractor shall be responsible for coordinating with the IMT, Contract Manager, CalRecycle's Assessment & Monitoring Consultant, and providing information as required to document material quantities and the project costs allocable to each bid item by property. The method, detail, and adequacy of the material and cost tracking information by property will be jointly developed by the CM and CalRecycle's Consultant, with final approval coming from the Contract Manager.

### **Work Orders and Change Orders**

All work under this Agreement shall be performed through Work Orders issued to the Contractors by Contract Manager, in writing and in accordance with the "Work Authorization" clause of Exhibit D. When the IMT determines the need for Contractor services under this Agreement, a Work Order will be issued by the CM. Work Orders will detail activities to be completed, a not to exceed cost, and provide a schedule for completion.

The Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order or the initial Notice-To-Proceed issued by the Contract Manager. The Contractor shall immediately notify the Contract Manager and IMT of any condition or event that may interfere with completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. The Contract Manager will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work, or changes and additions not pre-authorized in writing by the Contract Manager, may not be considered for compensation.

CalRecycle reserves the right to make such alterations, deviations, additions to, or deletions from Work Orders, plans, and specifications, as deemed necessary or advisable by the Contract Manager. Any such changes will be set forth in an amended Work Order which will specify, in addition to the work to be done in connection with the change made, adjustment of Work Order time, if at variance with that indicated in the Work Order. An amended Work Order will not become effective until approved in writing by the Contract Manager.

If the Contractor is directed to perform work outside the Scope of Work of this Agreement, or encounters any other situation where it believes an adjustment of costs from the Bid Schedule is justified, the Contractor must immediately notify the Contract Manager of the need for a Change Order. Failure to promptly notify the Contract Manager constitutes a waiver of any claim for additional compensation prior to actual notification to the Contract Manager.

The Contract Manager shall notify the Contractor if and when to continue the affected work and issue a Change Order if adjustment to the Bid Schedule costs is necessary. The Contractor shall promptly provide all information requested by the Contract Manager in support of a Change Order. Upon completion, a Change Order shall be attached to this Agreement through the formal amendment process. A Change Order shall specify the effective date of the adjusted costs, but those costs cannot be invoiced at the adjusted rate prior the completion of the amendment.

### **Overview of Operations:**

The Hazard Tree Removal and Recovery Services shall follow a systematic approach to removing Hazard Trees with responsibilities of the Contractor noted below. This systematic approach is summarized below:

1. Initial Site Reconnaissance (**Performed by CalRecycle's Consultant**)
  - i. Verify and mark property lines, as necessary, with a land surveyor.
  - ii. Install address and project signs.
  - iii. Identify water and electrical sources.
  - iv. Identify environmental stewardship concerns
2. Individual Site Assessments (**Performed by CalRecycle's Consultant**)
  - i. Check for underground utilities by alerting Underground Service Alert (USA) for placement of street number signs, as necessary.
  - ii. Identify septic tank and leach field locations on each property, if feasible.
  - iii. Identify water wells, springs, other water sources and water storage tanks on properties not serviced by the local water agency, if feasible.
  - iv. ISA Licensed Arborist, under direction of State RPF, or designee, to Identify hazard trees.
  - v. Mark, GPS, photograph, place unique identification numbers on each hazard tree for each property,
  - vi. Prepare a site assessment map for each property depicting the location and number trees to be removed,
  - vii. List each tree's type (as determined by the Arborist/Arborist Technician), height, diameter (at 4.5 feet above local ground level)
3. Hazard Tree Removal (**Performed by Contractor through this contract**)
  - i. Pre-determine how hazard trees will be felled and share plans with TFL prior to commencing with the tree felling.
  - ii. Fell hazard trees.
  - iii. Collect, consolidate, and remove hazard trees for processing at approved Temporary Log Storage and Processing Sites/ Staging Areas (as necessary), and ultimately deliver to end use facilities.



- iv. Smoothing ground surface (if applicable).
  - v. Apply chipped slash as mulch, as necessary for erosion control purposes, as approved by the OC or designee.
  - vi. All work must be in compliance with the EPP, and the ECP, which may be subject to change at CalRecycle's discretion.
  - vii. Identify, permit, prepare environmental permits, and lease Temporary Log Storage and Processing Sites and Staging Areas for wood materials processing, from list of IMT pre-approved properties.
  - viii. Enter into agreements with wood materials end use facilities from the list of IMT pre-approved facilities.
  - ix. Prepare Daily Summary Reports summarizing the daily work including the Road Names, the beginning and ending post mile marker location of the work performed during that day as well as the GPS coordinates of each tree removed, the APNs where trees within private property were removed, and a list of the trees felled for that day including the tree assessment information as follows: property APNs, tree site identification numbers, GPS felled hazard tree locations, species, diameter, height, photographs of tree (pre-cut and of marked stump), and documentation of RPF/TRAQ qualified arborist signature for Hazard Tree (coordinate with the Consultant to gather all of this information together).
4. Additional major items of work anticipated in this project include, but are not limited to **(Performed by Contractor through this contract)**:
- i. Coordination of all Contractor resources;
  - ii. Enforcing and ensuring traffic control plans; and
  - iii. Individual property Cost tracking and community Cost tracking.
- A. Additionally, the Contractor shall prepare a site-specific Safe Work plan for Contractor's and subcontractors' field staff in coordination with CalRecycle Health and Safety professional(s).
- B. The Contractor shall provide ongoing estimates of work to the IMT and the CM to inform decisions on individual Hazard Tree Removal Crews and overall Hazard Tree removal team efficiencies and overall costs to date.
- C. There may be a need for the Contractor to provide additional, presently unanticipated services in support of the Hazard Tree Removal Program, if requested by CalRecycle. Any additional services must be approved by the CM in writing and in accordance with the "Work Orders and Change Orders" section (above) and the "Work Authorization" clause of Exhibit D. All rates must be approved in the Work Authorization document, and shall be reasonable, typical of the industry, and allocable. Change Orders issued per the above section are the only mechanism by which the Contractor will be paid for any costs not included on the Bid Schedule. If the Contractor is directed to perform any additional, unanticipated work, the Contractor shall begin the Work Authorization process with the Contract Manager before commencing the additional work. The Contractor may not be compensated for additional work if this clause and the Work Authorization clause of Exhibit D are not adhered to. The additional work will be covered with a change order, the cost of which will be (unless otherwise determined by the CM) based on either a lowest responsive bid (of 2-3 bids) or on published CalTrans labor, equipment, and materials rates. Markup costs may be authorized by the CM up to a maximum of ten percent (10%) of supported costs.

### **Location of Services**

Services shall be provided in Butte County.

### **Control of Work**

1. CalRecycle Contract Manager, in support of the IC and the IMT, has the authority to determine the quality and acceptability of the following:
  - Work to be performed
  - Rate and progress of the work
  - Fulfillment of the services provided by the Contractor
  - Compensation for services provided by the Contractor

The project Contract Manager shall be the only CalRecycle point of contact for contract, payment, and contractor performance issues as described in the following Control of Work section.

2. The Contractor shall designate a Project Manager who holds the following authority:
  - Act as the Contractor's Representative for work to be provided under this Agreement; and
  - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle Contract Manager approval is required prior to the replacement being made.

**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for completed work in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted with one set of supporting documentation (i.e., receipts, timesheets, etc.), not more frequently than monthly in arrears to:

[wildfirepaymentrequest@calrecycle.ca.gov](mailto:wildfirepaymentrequest@calrecycle.ca.gov)

OR

Accounts Payable  
 Department of Resources Recycling and Recovery  
 Fiscal Services Branch  
 U.S. Postal Correspondence:  
 P.O. Box 4025, MS-19A  
 Sacramento, CA 95812-4025  
 Federal Express Correspondence:  
 1001 I Street, MS-19A  
 Sacramento, CA 95814

- C. The Contractor agrees to send all preliminary invoice packages to CalRecycle's Finance & Administration Consultant prior to submission to CalRecycle. CalRecycle's Finance & Administration Consultant provides invoice package quality assurance and examination services. The Contractor and CalRecycle's Finance & Administration Consultant shall resolve all deficiencies in the Contractor's invoice packages prior to submission to CalRecycle. Each complete invoice package submitted to CalRecycle must include the below information. CalRecycle will not process incomplete invoice packages:

- 1) Contractor's company name and address
- 2) Date invoice was submitted
- 3) Billing Period
- 4) Contract Number and Incident Name
- 5) Specified invoice number containing a unique ID sequence. (If there is a revision due to a dispute, a new invoice number will be required upon resubmission to the State, including a reference to the original invoice number.)
- 6) Overall total of invoice (Including retainage if applicable. Retention invoices must reference invoice numbers for which retention was withheld.)
- 7) Contract line item number/ID
- 8) Contract line item description
- 9) Work Order No. for which the cost is authorized
- 10) Change Order No., if applicable, for which the cost is authorized.
- 11) Quantity of contract line item
- 12) Rate of contract line item
- 13) Overall total of contract line item (for services billed within invoice period)
- 14) Clear, scanned, copies of all tickets and other supporting documents relating to costs billed. Optical Character Recognition, (OCR) is preferred for all PDF formatted documents

- 15) (1) Copy of Excel format, (1) copy of PDF format
- 16) Invoice Payment Request Form
- 17) Payment Recommendation Report by CalRecycle's Finance & Administration Consultant
- 18) Invoice Certification Statement, signed under penalty of perjury by a duly authorized representative
- 19) Form 209, where a dispute has been made and resolved

2. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927). Contractor agrees with CalRecycle that for purposes of compliance with the Prompt Payment Act, the Prompt Payment Act begins according to CalRecycle's Mission Task Finance Unit's "Received Date Stamp."

4. TAXES: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.

5. COST BREAKDOWN:

Insert the final pricing from the winning proposer.

6. CONTRACTOR'S RESPONSIBILITY: The Contractor shall be responsible for all work, and all persons and entities engaged in the performance of work, pursuant to this Agreement, including, but not limited to, employees, contractors, subcontractors, suppliers, and providers of services. The Contractor shall be responsible for responding to any claims, controversies, and disputes arising from its contracts for work on the Project, including the costs of attorney or legal fees. CalRecycle will not facilitate, mediate, or arbitrate disputes between the Contractor and another entity; nor will it determine responsibility for the performance of work. Additionally, in the event that CalRecycle determines the Contractor is responsible for any unapproved delay, loss, harm or other damages to CalRecycle, the Contractor shall immediately implement all measures directed by the Contract Manager to remedy the issue at the Contractor's sole expense. CalRecycle reserves the right to retain withheld funds in order to remedy any unapproved delay, loss, harm or other damages it determines attributable to the Contractor.

7. PAYMENT WITHHOLD:

The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. The withheld payment amount will be included in the final payment to the Contractor and will only

be released when all required work has been completed to the satisfaction of CalRecycle. The Contractor agrees to comply with the requirements of Public Contract Code (PCC) section 10346.

**EXHIBIT D****SPECIAL TERMS AND CONDITIONS**

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA-ONLY RESTRICTION:** Contractor is advised that only California Contractors may be awarded a contract. For the purposes of this Contract, a California Contractor means either of the following:

(1) A business or corporation whose principal office is located in California, and the owners, or officers if the entity is a corporation, are domiciled in California; or

(2) A business or corporation that has a major office or manufacturing facility located in California and that has been licensed by the state on a continuous basis to conduct business within the state and has continuously employed California residents for work within the state during the three years prior to submitting a bid or proposal for a state contract.

Subcontractors/subconsultants, if any, must also meet the same residency requirements as the Prime Contractor. Contractor must certify under penalty of perjury that it is a California Contractor, and that its subcontractors/subcontractors also meet at least one of the definitions above. Upon CalRecycle request, supporting documents must be provided (described in Attachment G) within 24 hours. Non-compliance may result in Contractor's breach of this contract, which may include: i) termination of contract, ii) placement on CalRecycle's unreliable list (see Title 14, California Code of Regulations, section 17050(f)).

4. **CALIFORNIA WASTE TIRES:** Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.

5. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity

and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.

6. CONTRACTOR EVALUATIONS: If this Agreement is for consulting services, CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).
7. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC. All information or data is subject to the Access to Records Clause, Clause G of Exhibit G.
8. CONFLICT-FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code Section 10365.5:
  - (a) No person, firm, or subsidiary therefore who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
  - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.

(c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

9. **CONSULTING SERVICES:** If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
10. **COPYRIGHTS AND TRADEMARKS:** The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.  
  
For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:  
"Prepared as part of CalRecycle contract number {TBD}, Total Contract Amount \${TBD} pursuant to Government Code Section 7550."
11. **DELIVERABLES:** All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at [www.calrecycle.ca.gov/Contracts/PubGuide/](http://www.calrecycle.ca.gov/Contracts/PubGuide/) and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.
12. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
13. **ENVIRONMENTAL JUSTICE:** In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low income populations of the State. (Government Code Section 65040.12(e)).
14. **FORCE MAJEURE:** Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
15. **GRATUITIES:** CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
16. **IMPRACTICABILITY OF PERFORMANCE:** This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.



17. INSURANCE: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

b. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.  
*(Including operations, products & completed operations, as applicable.)*

Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.

Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions applying to General Liability and Automobile Liability must be declared to and approved by the State. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The State, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and

volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by U.S. mail.

- e. The workers' compensation and employer's liability policy shall be endorsed to contain the following provisions:

The insurer waives any right of recovery the insurer may have against the State, its officers, officials, employees and volunteers because of payments the insurer makes for injury or damage arising out of the work done under contract with the State.

- f. Verification of Coverage: Contractor shall furnish the State with original certificates and amendatory endorsements effecting coverage as required in this section. All certificates and endorsements are to be received and approved by the State before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
  - g. Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A-" or better and a financial size category rating of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.
  - h. Contractor shall ensure that all Subcontractors procure insurance meeting the requirements of these provisions.
  - i. State Remedies: If Contractor fails to maintain the insurance required to be carried by these provisions in full force and effect at all times, the State, in its sole discretion, may terminate this contract.
  - j. Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
  - k. Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement. In the event the insurance coverages obtained by the Contractor is broader in scope or the limits are higher than those required under this Agreement, such scope and limits available to the Contractor shall also be available and applicable to the State.
18. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be

responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.

19. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

20. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by CalRecycle Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that CalRecycle will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which CalRecycle will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to CalRecycle the sum of \$10,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of CalRecycle staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that CalRecycle may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.

21. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: STD 213; GTC 04/2017 - General Terms and Conditions (incorporated by reference); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit D – Special Terms and Conditions; Other exhibits in alphabetical order, beginning with E; Attachments in numerical order, beginning with 1.

22. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.

23. PATENTS: The Contractor assigns to CalRecycle all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.

24. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor agrees that it will acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

25. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: [www.calrecycle.ca.gov/RCP](http://www.calrecycle.ca.gov/RCP). If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

26. REMEDIES: Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

27. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Contract Manager for the purpose of solving the dispute.

28. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.

29. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

30. SUBCONTRACTING WITH LOCAL BUSINESSES:

- (a) To encourage the economic recovery and well-being of the residents of an area where a disaster or state of emergency has been declared, CalRecycle encourages the Contractor to use local businesses to the extent practicable and economically feasible in the performance of this Agreement. If the Contractor is unable to secure sufficient local businesses, it is encouraged to utilize California-based businesses.
- (b) For the purposes of this section local business means a business which has its headquarters within Butte County.
- (c) During the performance of this Agreement the contractor agrees, if subcontractors are to be let, to take the following steps to promote the use of local businesses:
  1. Place qualified local businesses on solicitation lists.
  2. Assure local businesses are solicited whenever they are potential resources.
  3. Dividing total requirements and/or establishing delivery schedules whenever economically feasible into smaller tasks or quantities to permit participation by local businesses.

31. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.

32. TERMINATION FOR CONVENIENCE: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.

33. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on CalRecycle Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

34. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

35. WORK AUTHORIZATION: If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manager will make this determination, when

work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by CalRecycle to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.

- (a) All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.
  - (b) The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.
  - (c) CalRecycle reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
  - (d) Each work authorization will be numbered sequentially.
  - (e) The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
    - 1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
    - 2. Augment the work authorization budget; or
    - 3. Authorize the Contractor to complete the work for the actual costs; or
    - 4. Terminate the work authorization.
36. Prevailing Wage Employees: The Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1774, the Contractor and every subcontractor, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor shall forfeit to the State up to \$200 for each day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor, regardless of tier, in violation of the provisions of the Labor Code; and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor. This provision shall not apply to properly registered apprentices.

- a. Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain copies of the prevailing rate of per diem wages from the Department of Industrial Relations, Division of Labor Statistics & Research, PO Box 420603, San Francisco, CA 94142-0603, (415) 703-4780; or wage rates may be accessed on the internet at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and shall post a copy of the prevailing wage rates, specific to the Project, at the Project site.
- b. Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the Bid Form. Contractor shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- c. If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as noted above. The rates thus determined shall be applicable as minimum for the contract and incorporated in the bid. When the wage determination shows an expiration date (noted by a double asterisk\*\*), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and incorporate them in the bid to be applicable for the term of the contract.
- d. The Contractor and each subcontractor, regardless of tier, shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee shall be submitted with each payment request, covering the period of the payment request unless requested otherwise by the Labor Commissioner of the Department of Industrial Relations pursuant to Labor Code Section 1771.4(c)(2)(b) monthly payrolls should be sent directly to the Department of Industrial Relations in the current prescribed electronic format. Refer to <https://www.dir.ca.gov/public-works/certified-payroll-reporting.html> for access to the electronic Certified Payroll (eCRP) Application.
- e. Labor Compliance Monitoring and Enforcement: This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR), Compliance Monitoring Unit. All Contractors and subcontractors, regardless of tier, shall be required to comply with the Monitoring and Enforcement Program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports directly to the DIR and cooperation with on-site monitoring by DIR personnel.

- f. Pursuant to Labor Code section 1771.1(a), Contractor and subcontractors listed in , if any, must be registered with the Department of Industrial Relations to engage in the performance of work on Public Works projects. Non-compliance shall result in rejection of submitted bids. Prime Contractors and all subcontractors shall maintain DIR registration throughout the life of the contract.



STATE OF CALIFORNIA  
 Department of Resources Recycling and Recovery (CalRecycle)  
 CalRecycle 74C (Rev. 06/10 for Contracts)

To be completed by Contractor	
Name of Contractor:	
Contract #:	Work Order #:

Recycled-Content Certification

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CalRecycle Contract Manager.

**This form to be completed by contractor. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.**

Contractor's Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Web site \_\_\_\_\_

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	<sup>1</sup> Percent Postconsumer Material	<sup>2</sup> SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3).

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC Section 12205.

Print name \_\_\_\_\_ Signature \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_  
 (See footnotes on the back of this page.)

Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter “N/A.” Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, or telephone.

1. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume. Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit [www.calrecycle.ca.gov/BuyRecycled/](http://www.calrecycle.ca.gov/BuyRecycled/)

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint – Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze – Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals – Recycled	10 percent postconsumer, by weight

**EXHIBIT G****Required Contract Clauses for FEMA Public Assistance Program Contracts**

The required FEMA provisions shall apply unless California imposes a more restrictive standard.

**A. Equal Employment Opportunity (Reference: 41 CFR Part 60-1.4(b)): During the performance of this contract, the contractor agrees as follows:**

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following : Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for,

Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**C. Contract Work Hours and Safety Standards Act (Reference: 29 CFR 5.5(b)):**

Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The State of California shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**D. Clean Air Act and Federal Water Pollution Control Act:**

**D.1-Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
2. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**D.2-Federal Water Pollution Control Act**

1. The contractor agrees to and the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
2. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**E. Suspension and Debarment**

1. This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. Section 180.995), or its affiliates (defined at 2 C.F.R. Section 180.905) are excluded (defined at 2 C.F.R. Section 180.940) or disqualified (defined at 2 C.F.R. Section 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the Department of Resources Recycling and Recovery. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Department of Resources Recycling and Recovery, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**F. Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with the instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**G. Access to Records:** The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the Department of Resources Recycling and Recovery and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**H. DHS Seal, Logo, and Flags:**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**I. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**J. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.



**K. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.

**L. Procurement of Recovered Materials (Reference 2 CFR 200.322)**

The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Attachment K

**CalFire Survey Report**

File Name: "Camp Fire – CalFire Tree Inventory Sampling"

<Available as a separate document under "Miscellaneous" with above file name>

Attachment L

**Environmental Protection Plan and Environmental Compliance Plan**

File Name: "EPP & ECP"

<Available as a separate document under "Miscellaneous" with above file name>

Attachment M

**Traffic and Management Assessment Plan**

File Name: "Traffic Management Assessment Plan"

<Available as a separate document under "Miscellaneous" with above file name>

## California Civil Rights Laws Certification

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

## Bid Completion Checklist

Please use this checklist to assist in the preparation of your Bid package to ensure that all required items are included.

- 
- Cover Letter with contact information and statements as required in the IFB.
  - Organizational information and Personnel Information (Resumes)
  - Cost Bid Schedule (Attachment A.1-A.2)
  - Bidder Declaration *REQUIRED- Write zero on form if no participation.* (Attachment B)
  - Darfur Contracting Act Certification (Attachment D)
  - Copy of Required License(s) (Secretary of State)
  - Contractor Status Form (Attachment E)
  - Client References (Attachment F)
  - California-Only Restriction (Attachment G)
  - Compliance with Government Code Section 87100 (Attachment H)
  - Public Contract Code Section 10162 – Questionnaire (Attachment I)
  - Civil Rights Law Certification (Attachment N)
  - Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended) Certification
  - Injury and Illness Prevention Program (IIPP) and/or Health and Safety Plan (HSP)
- 

The following number of BID packages must be submitted as the Contractor's response to this IFB:

- One (1) unbound reproducible original Bid package marked "Original" (Do not include bid sheet in this copy).
  - One (1) Electronic copy of Bid Package in Adobe Acrobat format (Do not include bid sheet in this copy).
  - One complete, signed bid sheet in a separate sealed envelope marked "Bid – Do Not Open".
- 

The following forms are not required at the time of the submittal but are part of the draft Standard Agreement (Attachment J) and will be required by the successful contractor during the contract period:

- Recycled Content Certification (Attachment J)
  - Payee Data Record (Standard Form 204) available  
<http://www.calrecycle.ca.gov/Contracts/Forms/default.htm>
- 

The following document is not required to be submitted but must be adhered to by the successful Contractor during the contract period:

- Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment C)
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***Please note that if any of the items are missing from the Bid package, the package will be considered incomplete and will be disqualified from the process.***