

July 31, 2020

To: All Prospective Contractors

RE: "Tree Removal for the Camp Fire", DRR19067"

Addendum No. 11
To the Invitation
for Bids

1. Please be advised that CalRecycle is issuing Addendum #11, which replaces Addendum #9 in its entirety. This addenda contains corrected answers in response to the second written question period. All questions are republished by CalRecycle, as originally submitted by potential bidders on July 8, 2020 with corrections where text additions are displayed in **bold** and underlined and text deletions are displayed in strikethrough text (i.e., ~~strike~~).
2. A revised IFB is being published in support of Addendum 11 and will replace all previously published IFBs in their entirety. The revised IFB, revision #4 (dated 7/31/2020) will not display any previously made changes with **bold** and underlined for text additions and strikethrough for text deletions. Only the most current changes contained in IFB revision #4 will be shown in the manner stated above.
3. Attached as Miscellaneous 7 is an "Environmental Site Assessment (ESA) Review Form for Projects under FEMA's PBA with USFWS in California in the Sacramento FWO Jurisdiction", signed by the United States Fish and Wildlife Service (USFWS), conducted specifically to evaluate the Log Storage and Processing Yards that have been evaluated to date. This document is an updated version of its predecessor document included in the Environmental Protection Plan (EPP) Miscellaneous 2.
4. Attached as Miscellaneous 8 is the "*Butte County Ordinance 53-19*" for *Temporary Storage Yards* defined as the maximum number of temporary log storage yards allowed in the unincorporated area of Butte County, approved zones, administrative permit requirements and site standards as well as Butte County Fire Department/CALFIRE, Butte County Public Health, Environmental Health Division and Butte County Public Works Department Standards and requirements.
5. The following questions were received during the second Questions and Answers period.

Q1. The IFB states that Contractors "must submit letters of intent of purchase" from end use facilities. Does this imply that end use facilities are expected to purchase this woody

material? Will an end use facility be able to charge tipping fees if they find that the costs of processing the material are such that they are not capable of paying it? If an end use facility is required to pay for the material, can they bill CalRecycle for costs that they incur in purchasing and processing that material that is not covered by revenue they can generate from that material?

A1. Reference IFB Revision #3 4 page 53-54, item 20. This information is also restated on page 98:

“Contractors will enter into agreements with permitted and operational end use facilities and must submit letters of purchase...”

The intent is to supply CalRecycle information to verify that the contractors shall have **adequate** numerous facilities for the expected volume of wood materials. The terms of this agreement shall be shared with CalRecycle in these letters, which will include whether the proposed end users will be purchasing the material, accepting the material at no cost, or requiring the contractor to pay a tipping fee. CalRecycle shall not be responsible for costs incurred (tipping fees) in agreements with the Contractors and End Use Facilities. Furthermore, CalRecycle will not accept any rebates, credits or savings from those agreements because Contractors are directed to incorporate any rebates, credits, or savings into the bid price. See IFB Revision #3 4, page 38 and page 53 54.

Q2. The new IFB says that Primes must work, have letters of commitment etc, with "currently operational and permitted end use facilities". How does a facility demonstrate to Primes and the IMT that they are "currently operational and permitted"? Can you provide more detail regarding which "California Forest Practice Rules requirements for operational permits enforced?

By CalFire" and the "Timber Harvest Plan Conversion Exemptions applicable to this operation" you are referring to?

A2. Review the language change as indicated in IFB Revision #3 4, pages 38 and 39, item #9. Which states that an end use facility must demonstrate that it is operational and permitted by providing copies of applicable permits with local, state and federal agencies. Further, the Environmental Protection Plan listed as "*Miscellaneous 2, EPP & ECP, 51565 KB, PDF Document*" contains the permits required for the project. The end use facility must be currently or have previously received and processed wood materials, but must have current or the same active permits in place they had when operational. Example permits required include a County use permit, Regional Water Board waste discharge requirements and/or industrial storm water permit, and any federal permits (eg. Endangered Species Act and Historical Preservation Act) required to operate.

The Timber Harvest Exemptions that apply are found in the IFB Revision #3 4 on page 30-31 which states that applicable Timber Harvest Plan Exemption Requirements "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)" and *Water Board General Order R5-2017-0061 (General Timber Order)*.

Refer to IFB Revision #3 4 page 52 53, item 20.

Q3. In Addendum 3, response to Q101, CalRecycle directs the Prime Contractor to include each subcontractor's IIPP with their proposal, for review, along with the Prime Contractor. However, this conflicts with the instructions in the Revised IFB which only requests the Prime Contractor's IIPP. As noted on Page 25, "Illness and Injury Prevention Program (IIPP) and/or Health and Safety Plan (HSP)", the Prime Contractor's IIPP must be submitted with the proposal and will be reviewed by CalRecycle.

"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. ... 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."

While each subcontractor is required to have an IIPP or HSP for this type of work, the Revised IFB indicates that the Prime Contractor is responsible for the overall health and safety on this contract. CalRecycle may not intend to receive thousands of pages of IIPP documents from multiple subcontractors from each Prime Contractor.

- a) Can CalRecycle remove the requirement to submit the IIPP / HSP for each subcontractor as the work of subcontractors will be directed and overseen by the Prime Contractor's IIPP/ health and safety program?
- b) Alternatively, to save thousands of pages of paper resources, can CalRecycle modify the submission requirements such that the IIPP/HSP documents for the Prime Contractor and all subcontractors are to be provided solely in electronic form on the CD or thumb drive, in lieu of hard copy prints?

A3. Prime contractors will be responsible for the health and safety of all of their subcontractors. All subcontractors working on this project must have an IIPP or an HSP for conducting the type of work that they would be conducting as part of this operation. For the sake of the documents required to be submitted with the bid, CalRecycle will accept the Prime Contractor's IIPP or HSP and an assurance, by the Prime Contractor, that each subcontractor has their own IIPPs or HSP. Potential bidders are advised that such assurances are backed with the Prime Contractor's understanding that the IIPP or HSP must be provided within two working days of CalRecycle's request. This document can be submitted on an electronic USB thumb drive, if deemed necessary by the Prime Contractor.

Q4. The IFB does not seem to say when payments will be made under the contract. Under the "Cash Flow" heading, it says that payments may be received "sometimes exceeding 120 days from when work was performed." In Exhibit B, under the "Prompt Payment Clause" heading, it states that payment will be made within the time specified in Government Code, Chapter 4.5 (commencing with Section 927). That section provides that payment shall be made "on the date required by the contract and" within 45 days of a properly submitted

invoice, or else it is subject to a late payment penalty. Do we correctly interpret this to mean that the payment date is 45 days from the date of a properly submitted invoice?

A4. The Prompt Payment Act requires that the State issue payment within 45 calendar days from the state agency receipt of an undisputed invoice. By utilizing the services of the Finance & Administration Consultant, CalRecycle is endeavoring to expedite payment to the Contractor by minimizing the quantity and frequency of disputed invoices. The Prompt Payment 45-day clock begins when an undisputed invoice is received by CalRecycle, who reviews for nominal completeness, and then affixes the "Received Date Stamp." Disputed invoices "stop the clock" with respect to the Prompt Payment Act. Incomplete invoices will not be processed.

Q5. The IFB states: 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." And 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.

- So is the contractor required to have all invoices submitted to CalRecycle's Finance & Administration Consultant, who then approves the same, and they then go to CalRecycle's Mission Task Finance Unit for a "Received Date Stamp" and once this stamp is affixed, payment is to be made in 45 days in accordance with the Prompt Payment Act? The reason for the question is so that Contractor's can plan for payment, but also bonding companies need to understand the payment terms and need to know with some definitiveness what the time frame would be. We need to understand the process and phases that make up exceeding 120 days from work was performed statement on "Cash Flow".

A5. Within 30 days of receipt of an undisputed invoice by CalRecycle, staff conduct and complete multiple reviews of complete invoices packages before either forwarding to the State Controller's Office for payment or disputing the costs. CalRecycle staff strive to complete invoice reviews in an expedited manner. CalRecycle anticipates working closely with all Consultants and Contractors to train and provide resources regarding the invoicing process and explicit expectations for complete, undisputed, supported invoices. Bidders should plan for the State to utilize the full 45 days allotted from the "Received Date Stamp," plus additional time required to deliver the payment warrant – usually by U.S. Mail.

Q6. If COVID shut downs impact the ability to work or cause issues with the labor pool, what protections can be built into the resulting agreement? Or does CalRecycle view this from the SPECIAL TERMS AND CONDITIONS, as covering pandemic?

- *"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."*

A6. Potential bidders are advised to incorporate the risks of COVID-19 and the necessary Health and Safety Protocol that must incorporate COVID-19 pandemic circumstances. See the IFB revision #3 4, pages ~~26 and~~ 27.

Q7. For bidding purposes, what are the estimated total tree counts for each bid area- (within the Town of Paradise, vs Outside of the Town of Paradise.

A7. Some 46% of the approximately 300,000 trees in the Town of Paradise Contract =~ 138,000 trees.

And some 54% of the approximately 300,000 trees in Outside Paradise Contract =~ 162,000 trees.

Q8. Do you have an estimate on the trees per size for the two bid areas?

A8. No, we do not.

Q9. I am a private property owner in Magalia. With the issue of weeds and Scotch Broom being a potential fire hazard, is it possible to have the Hazardous Trees on the approved parcels chipped on site so that the chips can be used as ground cover to help with fuel reduction? Would an approved sign by the Town/County (for example "COS" - Chip on Site) placed at the entrance of a parcel be acceptable means of notifying the contractor?

A9. Reference the IFB revision #3 4 item 9 on page 46 47, item 26 on page 54 and item 3 on page 58.

Additional chipped slash will not be placed on site beyond what is referenced in the items above.

Q10. As there are no longer pre-approved end use facilities, this could potentially pose a risk for the agency as a contractor could simply purchase a small piece of land, deck all logs, slash and leave the facility as such, considering it "mulch". Please further define the beneficial use of the hazard trees.

A10. Incorrect. The Butte County Ordinance currently allows log decks in their jurisdiction to operate temporarily, as explicitly stated in the Ordinance. These facilities would also have to be in compliance with local, state, and federal permits. For example, construction or industrial storm water permits from the Water Board, County or City use permits, etc.

Refer to IFB Revision #3 4 pages ~~38 and 39~~ 37-39, item #9.

Names and Locations of currently operating and permitted end use facilities (properly permitted to receive the wood materials delivered by the LTOs and covered by the Timber Harvest Plan Conversion Exemptions applicable to this operation) and Water Board General Order R5-2017-0061 (General Timber Order).

The defined beneficial use of the hazard trees ~~are~~ would include lumber, particle board, plywood, firewood, biomass to energy generation, wood chips, mulch or other environmentally friendly use.

Q11. Are trucking companies considered subcontractors and are they required to be listed as subcontractors on Attachment C? Typically trucking companies have no contractors license, IIPP or LTO license which are required submittals for subcontractors, please Clarify.

A11. In accordance with the Subcontracting Fair Practices Act, any subcontractor (including trucking companies) performing at least 0.5% of the work must be identified in the submitted bid. These licensing requirements do not require a trucking company to possess a Class A license (See License Requirement for Prime Contractor in IFB Version ~~3~~ **4**) Only Hazard Tree cutting subcontractors shall be California LTOs. For the purposes of IFB Revision #~~3~~ **4**, if the trucking company is not a *Hazard Tree cutting* subcontractor, the trucking company is not required to possess a California LTO.

Q12. Please clarify that all subcontractors must possess a California Class A Contractors License.

A12. In accordance with the Subcontracting Fair Practices Act, any subcontractor (including trucking companies) performing at least 0.5% of the work must be identified in the submitted bid. For the purposes of this contract, IFB Revision #~~3~~ **4**, starting on page 24 **23**, articulates the minimum licensing requirements.

~~"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 under the CAL FIRE Licensed Timber Operator (LTO) Program, subcontractor's who are LTOs must have Commercial License (type "A"). Subcontractors cannot be used to fulfill this requirement. 3) Hazard Tree cutting Subcontractors shall also be Commercial License (type "A") 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."~~

Q13. Page 7 of the IFB states that end use facilities must be "properly permitted", please define what the proper permits are to be considered an end user.

A13. See IFB Revision #~~3~~ **4** pages 38 and 39, item #9.

Q14. By allowing contractors to take all unprocessed logs to an end use facility currently operational, contractors could circumvent the prevailing wage requirements of this contract as the management of the end use facility determines the labor resources to perform their work. If the DIR later determines this work is covered and should have been paid as prevailing wage, the statute allows four years of post-wage collections which potentially will be borne by CalRecycle.

A14. Potential bidders are advised to consult with DIR to determine the exact scope of the State's prevailing wage requirements. CalRecycle advises potential bidders that the Hazard Tree Removal project, including this IFB DRR19067, is subject to prevailing wage. See DIR's determination (available as Miscellaneous #6) on CalRecycle's website. If a Contractor fails to pay necessary prevailing wage when prevailing wage was applicable, the wages, penalties, forfeitures, and any other financial penalties for failing to pay prevailing wage are enforced by DIR against the Contractor, not CalRecycle. See Labor Code section 1775(a)-(b).

Q15. Are the RPF's required to have and LTO and Class A Contractors License?

A15. The Contractor is not required to provide an RPF, per the IFB Revision #3 **4**, but if one is provided, the Professional Foresters Law of 1972 requires all persons who wish to call themselves "professional foresters" or to act in the capacity thereof, to become registered as such through the Office of Professional Foresters Registration. Registered Professional Forester is a separate license apart from LTO and licenses issued by CSLB.

Q16. Page 37 of the IFB states that the IMT must approve the end use facility. It would seem reasonable that ALL IMT approved facilities would be known at bid time, why is this information not provided?

A16. See IFB Revision #3 **4** pages ~~38~~ and **37-39**, item #9.

Q17. Page 38 of the IFB states that the contractor must disclose to CalRecycle the compensation for wood materials. It is extremely difficult to know whether it is going to be a positive compensation from the end user, for example, if we claim we're going to receive a \$20 per ton reimbursement for chips and in six months the market changes and the end user now want \$10 per ton as a tipping fee, will the state reimburse the contractor for the difference in revenue lost?

A17. Bidders will be compensated at the winning bid rates submitted. No compensation will be offered for loss of revenue relating to reuse of wood materials. Where a Contractor has direct affirmative knowledge of revenue derived from an End Use Facility agreement, the Contractor shall disclose the information to CalRecycle, and indicate that compensation or fee to CalRecycle with each invoice submitted. The purpose of this term is to demonstrate to FEMA that the State has an accounting of all costs and revenues derived from the Operation. In the event of an audit, the Contractor shall also maintain records of any rebates, credits, or savings derived from the legal use of those wood materials should be included into the unit price of the trees, as well as any necessary taxes and fees that may be required to be paid as a result of this operation. These risks in market fluctuations are accepted by the Contractor and should be incorporated into the bid schedule when submitting bids.

Q18. If an approved end use facility is willing to accept logs will the Contractor still be required to setup and deliver trees to a sorting facility prior to sending them to the end user?

A18. IFB Revision #3 **4** addresses ~~that in the top paragraph on page 36~~ **this on p. 38:**

Trucks intended to haul woody materials (logs, slash and or chipped materials) from where they were felled directly to end use facilities will not need to be weighed until it reaches the end use facility.

Q19. Page 7 of the IFB states the end use facilities must be currently operating and properly permitted to receive the wood materials delivered by the LTOs and covered by the Timber Harvest Plan Conversion Exemptions applicable to this operation and ***approved by the IMT***. How is the contractor to know if or how an end use facility will be approved by the IMT when the IFB does not state the conditions that will required for approval by the IMT? Please clarify.

A19. See IFB Revision #~~3~~ **4** pages ~~38~~ and **37-39**, item #9.

Q20. If bidding as a Joint Venture was it required that the JV sign in to the Mandatory Pre-Bid meeting as the JV entity or could members of the JV sign in and qualify the JV? i.e. if two contractors attended the pre-bid could they have formed a JV after and qualify to bid?

A20. So long as *every* member of the Joint Venture attended the required pre-bid meeting, in its entirety, on Thursday, May 28, 2020, the Joint Venture will have satisfied the required pre-bid meeting attendance requirement. Joint Venture bidders are encouraged to indicate the attendees of the required pre-bid meeting in their bid submission to ensure convenient verification.

Q21. Can a contractor be part of two separate Joint Ventures and bid both projects?

A21. Potential bidders are directed to page 6 of the IFB Revision #~~3~~ **4** published July 6, 2020, which states, "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 **43-44**)."
In following this principle, a contractor may be part of two separate Joint Ventures and bid on both projects, but CalRecycle will not award both projects to the Contractor who is a part of two separate Joint Ventures, even if the Joint Ventures are comprised of different members.

The exception to this is described in IFB Revision #~~3~~ **4** "Award of Agreement" starting on page ~~42~~ **43-44**.

Q22. The IFB stated that one root ball is to be counted as one tree, will this same standard apply if the root ball is made up of two different species of trees. Example, if an oak and a ponderosa are grown together at the base. They are clearly two different trees and not one root ball with two separate growths.

A22. No, if they are clearly two different species of trees.

Q23. When crews clean up a property, what is the minimal size debris that can be left remaining on the ground? Previous standards for similar work leave branches with a diameter of one inch and length of three feet or shorter.

A23. On page 36 of IFB Revision #3 **4**, “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.” **Generally, No** no other wood materials can be left on these properties. **See A41 for some limited exceptions.**

Q24. With the 75% -25% verbiage eliminated do we still need to have scales at the temporary debris storage and reduction sites? Will scale tickets at the final disposal facilities be sufficient for documentation? Understanding that all ROW and ROE debris will be kept separate until final disposal.

A24. The requirement for scales as outlined in the IFB Revision #3 **4** have not changed. **See A18 above.**

Q25. Please clarify the exact definition of operational when referring to the end use facilities.

A25. See IFB Revision #3 **4** pages **37- 38** and 39, item #9.

Q26. Will septic maps for each ROE be provided by the consultant? If not, how is the contractor notified of the location of the tanks? How is the contractor notified of the leach field locations?

A26. Reference IFB Revision #3 **4** page 46 **47**, item 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.”

Property owners are asked to provide markings and/or drawings of Septic tanks, wells and other subgrade structures as part of the ROE. The Task Force Leader will have the ROE and the property owners’ information for questions for the owner.

Ultimately, it is **the** responsibility for the Contractor **to** verify, protect, and repair damages to public and private property, including septic tanks.

Q27. What percentage of leach fields were previously impacted/ damaged by the initial debris cleanup operations and how will prior damages to leach fields be tracked? Will the consultant have proof they were not damaged previously? Will the test results be available to the public?

A27. Reference IFB # page 29 and page 54, item 29.

~~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.~~

A very small number of properties, in the state run debris cleanup program, reported damage to the leach fields. Any information on current condition and/or damages claimed by a property owner, and provided to CalRecycle, will be shared with the Contractor.

Reference IFB # 4 page 55, item 29.

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.

Q28. Are the answers from the previous Q&A still binding? Have they each been addressed to the new Q&A. Previous questions that were changed in the third IFB were not provided in a struck through format. Please address accordingly and repost.

A28. In the event of conflicts within the contract solicitation documents, the current revised IFB revision #~~3~~ **4** is the ruling document. Any Q&A answers included in Addendum #3 or any subsequent Q&A addenda that do not reflect the requirements of the IFB revision #~~3~~ **4** do not apply. Questions and answers that do not conflict with the IFB Revision #~~3~~ **4** will remain valid.

Q29. What are the qualifications of the State's employees filling operational management positions on this project? IE, Incident Commander, Operations Section Chief, Branch and Division Supervisors? Will the state use all state employees to fill all these roles or will they be subcontracted to the consultant? If which roles will be subcontracted to the consultant? Which Roles will be State? What percentage will be OES versus the contract holder CalRecycle?

A29. Due to the emergency nature of the Hazard Tree Removal Program, CalRecycle cannot determine the exact percentages of State each **State Agency** staff. Staffing of the Incident Management Team is at the State's discretion.

Q30. Please provide details on what is acceptable to CalRecycle during final walks on completed properties. How many properties can a tree removal crew work ahead of a property that still requires vegetative collection (within two working days) and final walk?

A30. Reference the IFB Revision #~~3~~ **4** page 36, item **1**.

*"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.**"* (bold text added for emphasis)

Final inspection of sites by the IMT will include a determination that all arborist approved and marked trees were removed, a determination that the site cleanup is complete, required erosion control measures have been applied and the inspection for and any damages incurred on the property due to the operation are documented.

The rate of how quickly Contractor's cleanup crews can remove the felled tree materials will dictate how many properties the contractor can work ahead of the cleaning crews.

I.e. will consider appropriate measures and remedies.

Q31. The IFB States "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."

Could you elaborate on the beneficiary receiver of the \$10,000 penalty? Is it the State/Federal or the lot owner?

A31. The \$10,000 penalty is credited to the State budget account encumbered for this Operation.

Q32. The IFB states "The Contractor is not required to but may select one of these facilities from the tables below. However, the selected Contractor will be required to obtain IMT approval of the(se) facilities prior to commencing with their operation."

Does this mean that the contractor (if selected) will have to obtain IMT approval prior to the bid award?

A32. See IFB Revision #3 4 pages 47 and 48 48 and 49, items 13, 14 and 15.

Q33. Does material being delivered straight to an end use facility have to be weighed before arriving at the end use facility or will the scales at the end use facility be sufficient (assuming the scales meet contract standards)?

A33. No. Wood material being delivered straight to an end use facility directly from the property or road segment will not need to be weighed prior to arriving at the end use facility.

Q34. Will the distance criteria for right of way trees (2x tree height) be applicable for trees that are an immediate threat of lives, public health and safety, or improved property?

A34. Reference IFB Revision #3 4 on page 32.

"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 California Registered Professional Forester(s): 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.”~~

~~The Consultant RPF and arborists shall determine trees eligible for this program.~~

Q35. Does a qualifying end-use facility need to have been in use and operating prior to the original release of the IFB?

A35. The end use facility must be currently or have previously received and processed wood materials, but must have current or the same active permits in place they had when operational. See IFB Revision #3 4 pages 37-39 38 and 39, item 9.

Q36. At what date does a qualified end use facility need to have been operating to meet the “currently operating” qualifications?

A36. See IFB Revision #3 4 pages ~~38~~ and 37-39, item 9.

Q37. Can a currently operating end use facility within the City of Oroville that does not have proper permits have the ability to obtain necessary permits to qualify as an end use facility before startup of operations?

A37. No. See IFB Revision #3 4 pages ~~38~~ and 37-39, item 9.

Q38. Is it mandatory for a permitted and operating end use facility to be currently handling woody materials to qualify as an end use facility for this contract?

A38. See IFB Revision #3 4 pages ~~38~~ and 37-39, item 9.

Q39. If the consultant falls behind on prep work and as a result delays our operations and ability to add resources to contract specifications will this qualify as a delay days?

A39. **In regards to consultant falling behind on prep work:** Reference IFB Revision #3 4 page ~~34~~ 35, item 3.

~~“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.”~~

“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.”

In regards to adding resources, reference IFB Revision #4, page 8:

“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.”

~~Delays due to factors beyond the Contractor’s control are eligible for delay payments. If in fact, a consultant “falls behind on prep work,” resulting in delays to the Contractor, delay payments may be considered.~~

~~However, the IMT reserves the right to designate days as non-working days in order to increase the assessment inventory. One of the reasons for the deployment table listed on page 8 of the IFB Revision #3 is to make sure that the Prime Contractor is able and ready to provide resources at least at the rate listed.~~

~~“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.”~~

Q40. What exemption and or permit will trees within a protected stream course fall under?

A40. They are anticipated to be the following:

- 1) From the Forest Practice Rules - NEW 2020 Exemption 14 CCR 1038(g) (Post-Fire Recovery Exemption) and
- 2) The Central Valley Water Board's General Order for Discharges Related to Timberland Management Activities for Non-Federal and Federal Lands, Order No. R5-2017-0061 (General Timber Order).

Q41. Can we expect all areas disturbed by equipment to require chips as the only form of erosion control? At any time will a substitute be required or allowed with the exception of wattles?

A41. The Forest Practice Rules allow a multitude of erosion control measures to stabilize soils, minimize soil erosion, and prevent significant sediment discharge. Forest Practice Rules states “Soil stabilization treatment measures may include, but need not be limited to, removal, armoring with rip-rap, replanting, mulching, seeding, installing commercial erosion control devices to manufacturer’s specifications, or chemical soil stabilizers. Where straw or Slash mulch is used, the minimum straw coverage shall be 90 percent, and any treated area that has been reused or has less than 90 percent surface cover shall be treated again by the end of Timber Operations. Where Slash mulch is packed into the ground surface through the use of a tractor or equivalent piece of heavy equipment the minimum Slash coverage

shall be 75 percent.” Potential bidders should also reference the Environmental Protection Plan for further details on erosion control requirements.

Q42. The End Use Facility requirements listed on page 53 of the revised IFB do not have a requirement for how long a site must be in operation prior to the bid opening date. Are there any duration of operation requirements for a site to be considered an End Use Facility? Or is it only that it must currently be “permitted and operational” to be considered an approved End Use?

A42. The end use facility MUST have active permits for operation which are listed in the Environmental Protection Plan listed as “*Miscellaneous 2, EPP & ECP, 51565 KB, PDF Document*”. The end use facility must be currently or have been receiving timber products.

Q43. Is there a duration of ownership requirement for temp sites and end use facilities to be deemed acceptable? (For example, sites that have changed ownership in the last 2 months are ineligible from the program)

A43. There is no duration of ownership requirement, as long as the site meets the requirements ~~in~~ **described in** A42.

Q44. Once the wood material become property of the End Use Facilities is there any information the state requires other than the final tonnage of public ROW or private property materials take to each facility?

A44. ~~See answer A33.~~ The Contractor must also inform CalRecycle of any rebates, credits, or savings received from the end use facilities. Any revenue derived from the legal use of those wood materials should be included into the unit price of the trees, as well as any necessary taxes and fees that may be required to be paid as a result of this operation.

Q45. Can you provide an estimated amount of time between felling the tree and hauling the tree that the consultant will need to collect/record individual tree data required by the state?

A45. Most of the time required by the consultant’s TFL is prior to tree felling. Afterwards, the consultant’s TFL will be taking photos of each tree stump. Prior to removal the TFL must obtain GPS coordinates of the trees to be removed.

Q46. If an individual End Use Facility changes the terms of their letter of intent after the bid opening, is the contractor eligible for additional compensation or schedule duration by means of a change order?

A46. Bidders will be compensated at the winning bid rates submitted. CalRecycle does not have contracts or agreements with End Use Facilities. Change Orders will not be authorized for changes in End Use Facility costs. The Contractor accepts the responsibility for market fluctuations in prices, as well as changes to any credits, savings, taxes, or fees that may be applicable to the wood material.

Q47. According to Section 5 article 20 “Under no circumstance will any wood materials be allowed to be disposed of in a landfill”. If no materials are to be disposed of at a landfill and all materials are to go to an operational wood materials end use facility, does a landfill company qualify to take the materials? Would they be a processing yard or end use facility? If they do qualify as a processing yard or end use facility, what infrastructure will be put into place to ensure materials are not disposed of in the landfill area?

A47. CalRecycle strongly encourages but does not require that all wood materials emanating from this operation would be reused as lumber, firewood, energy generation, wood chips, mulch or other environmentally friendly uses that encourages reuse. In the event wood materials cannot be delivered to a higher best use facility, due to reasons such as, but not limited to, the higher best use facility is not cost effective, wood material may be delivered to landfill at CalRecycle's sole discretion and only with written approval from the Contract Manager. To utilize landfills, the following process must be utilized, in accordance with CalRecycle's change order process, after obtaining written approval from CalRecycle's Contract Manager:

- 1. Contractor identifies need to utilize a landfill(s) and the reason why Contractor cannot use the higher best use facility, and makes a request to the CalRecycle Finance Chief;**
- 2. CalRecycle Finance Chief notifies the Incident Commander and Contract Manager;**
- 3. Incident Commander informs Finance Chief if there is agreement to utilize a landfill(s);**
- 4. Contractor, with Contract Manager as liaison, contacts the local Regional Water Quality Control Board, Air District, CalRecycle, and Solid Waste Local Enforcement Agency (Control Agencies) to discuss the use of landfill;**
- 5. Control Agencies provide guidance to Contractor and Contract Manager on how to proceed with landfilling material;**
- 6. Contract Manager and Contractor develop a change order and a work order based on input from the Control Agencies and process it forward for review by the Incident Commander (IC). CalRecycle anticipates the change order to be at no-cost to CalRecycle. Any deviation from a no-cost change order would need to be justified and resolved by the contract manager in consultation with the IC prior to change order execution; and**
- 7. Change Order and Work Order is finalized.**

~~The reference refers to **disposal** of wood materials in a landfill [emphasis added]. Use of a landfill as a log storage and processing yard would be acceptable and reuse of wood materials processed at a landfill facility is acceptable. The landfill would have to commit in writing to the Contractor how they intend to reuse the wood materials, certifying that they will not **dispose** of any of these materials in the landfill itself.~~

Q48. According to section 5 article 20, any end use facilities, qualified to take materials, must be permitted and currently operational wood material and end use facilities. Are any

sites not currently producing lumber, firewood, energy or other forms of woody products as of the new IFB date 7-6-2020, but plan to do so in the future, qualified to become end use facilities?

A48. See IFB Revision #3 4 pages ~~38~~ and 37-39, item #9. Any end use facility must have active permits in place.

Q49. What does “currently operational wood materials end use facilities” mean? Does it mean currently producing and marketing forestry related products and energy as of the new IFB Date?

A49. See IFB Revision #3 4 pages ~~38~~ and 37-39, item #9.

Q50. Does a temporary grinding yard previously set up for PG&E or for related Campfire tree work that was established since the Campfire qualify as an end use facility or a log storage facility?

A50. Reference the IFB Revision #3 4 page 47 48, item 13 and page 25, item 3. *Contractors may select their own log storage and processing sites/staging areas for this operation. However these log storage and processing sites/staging areas may not be located within the Town of Paradise. They must take into consideration that these facility sites must be pre-screened for federally endangered species and endangered species habitats or other applicable environmental or Historic Preservation protection criteria required by FEMA. They must also be deemed appropriately zoned, per Butte County Ordinance 53-19, Temporary log storage yards developed specifically for post Camp Fire Debris and Tree Removal within Butte County (A copy of this ordinance is attached as Attachment O for reference purposes only; Butte County may revise this ordinance and the Contractor is responsible for any possible compliance issues). Finally, they must be approved by the IMT. They must have active permits which are listed in the Environmental Protection Plan listed as “Miscellaneous 2, EPP & ECP, 51565 KB, PDF Document”*

~~“Names and Locations of currently operating and permitted end use facilities (properly permitted to receive the wood materials delivered by the LTOs and covered by the Timber Harvest Plan Conversion Exemptions applicable to this operation), that the Contractor plans to use.”~~

Temporary Log Storage and Processing Yards

No log storage yards will be allowed in the Town of Paradise. All formerly operated log storage and processing yards used by PG&E or not must meet the requirements listed above and in the IFB Revision #3 4 Pages ~~47~~ and ~~48~~ items 13, 14 and 15.

End Use Facilities

See the IFB Revision #3 4 Page 52 53 Item 20. Contractors are free to designate and get commitment letters from currently operating and permitted end use facilities.

Q51. Does mobile equipment such as grinders, chippers, and wheel stock operating in an existing processing yard that is currently involved in the remanufacturing of logs and grinding qualify to be an end use facility?

A51. If the existing processing and end use facility is permitted by local, state, and federal permits (which are listed in the Environmental Protection Plan listed as "*Miscellaneous 2, EPP & ECP, 51565 KB, PDF Document*") as an end use facility and copies of said permits can be provided, then yes the site would qualify as an end use facility. See IFB Revision #3 ~~4~~ pages ~~38 and 39~~ 37-39, item #9.

Q52. In regard to CA forest practice rules for operational permits listed in section 5 article 20, how does the IC interpret the application to end use facilities that have been exempt from these requirements as these rules apply only to temporary log storage yards and not to permanent log use facilities? The operational permit enforced by Cal Fire "operational practice rules" describes the scope of the permit to cover "Campfire Temporary Log Storage Yards (AKA: Log Decks)".

A52. See the IFB Revision #3 ~~4~~ page ~~52~~ 53, item 20 and A51 above.

Q53. Section 5 article 20 states "Negotiate with permitted (as described in the "Submittals – With Bid page 25) and currently operational wood materials end use facilities, that meet the California Forest Practice Rules requirements for operational permits enforced by CalFire." What operational permit is this specifically in reference to? Through searching the only permit that we were able to find was Butte County Permit Form PLG-21 TEMPORARY LOG STORAGE YARDS. If it is the Butte County permit, does it apply to a permanently operating end use facility and if so, how can a yard outside of Butte County qualify for a Butte County permit.

A53. See IFB Revision #3 ~~4~~ pages ~~38 and 39~~ 37-39, item 9.

Q54. According to section 5 article 23 the contractor is responsible for removal of metal before shipment to the end facility. If our end facility can handle metal in the materials, can we agree with the contractor to ship to our end use facility with metal in the log or wood debris?

A54. Reference the IFB Revision #3 ~~4~~ page ~~53~~ 54, item 23.

"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."

The purpose of this requirement is to protect the end use facility's equipment from damage. CalRecycle is not a party between the Contractor and the end use facilities.

Q55. The revised IFB specifies on page 24 that, "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." It then specifies, "3) Hazard Tree cutting Subcontractors

shall also be California LTOs.” Since LTOs are not required to be licensed by the CSLB to perform their work, but are rather licensed under the Forest Practice Act law issued by the California Office of Professional Forester Registration, why does Attachment C.2 specify that “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”? This appears to put otherwise well-qualified LTOs at a disadvantage. Please clarify whether hazard tree subcontractors who are LTOs must also be licensed under CSLB.

A55. If a subcontractor has a CSLB license then potential bidders should list the CSLB license on the appropriate form. For this procurement contract, at a minimum, subcontractors who are felling Hazard Trees must be licensed by CalFIRE’s Type “A” LTO license. Licensing requirements in IFB Revision #3 4 do not require that hazard tree subcontractors who are LTOs must also be licensed under CSLB.

Q56. In reference to the CalFire Tree Inventory Sampling document, page 12, “Camp Fire Dying and Dead Tree Inventory Plots East Detail”, are the following roads where it appears no trees are identified (Four Trees Road, Big Bar Mountain Road, Rim Road and others similarly identified as privately maintained roads, included in this project?

A56. The three roads that you listed are in FEMA’s eligible list of private roads. The intent of the project is to remove the dead and dying hazard trees from ROWs and private properties that could ~~ea~~ **fall** on public ROWs, public infrastructure, and some private roads that have been deemed accessible for public services (i.e. trash collection, postal services, etc..).

If ROEs from property owners along these eligible private roads are submitted and trees are marked as eligible for this program, Contractors should be prepared to execute the scope of work of this agreement and incorporate the costs in their bid price.

Q57. Is a 6-day work week required in all circumstances? If selected hazard tree removal crews are on schedule for all assigned work, may Contractor reduce the work schedule for selected crews to a 5-day work week on a week-by-week basis with approval of the IMT?

A57. The intent of this operation is to complete the hazard tree removal project as quickly as possible, by using a 6-day work weeks. The possibility of a 5 day schedule is remote except for unforeseen circumstances. The IMT including the Contract Manager would have the authority to approve a 5-day schedule if needed.

Q58. Some extremely rural areas with hazard trees are comprised of largely uninhabited land with very limited access roads that are impassable to any vehicles or equipment larger than a standard-size pickup. May these areas be defined as “Unique Property” with “lop and scatter” disposal of the wood allowed upon recommendation of a Registered Professional Forester, as is often used in such difficult circumstances under Forest Practice protocols.

A58. The intent of the project is to remove the dead and dying hazard trees from ROWs and private properties that could ~~ea~~ **fall** on public ROWs, public infrastructure, and some private roads that have been deemed accessible for public services (i.e. trash collection, postal

services, etc..). Contractors should be prepared to execute the scope of work of this agreement along all eligible roads, including approved private roads. **Changes to this contract requirement are not expected. Under limited and rare circumstances, the IMT and CalRecycle Contract Manager may consider exceptions.**

Q59. In some remote areas where a plot may be large acreage and contain hundreds of hazard trees and no dwellings, might the IMT allow a reasonable extension of the 2-day cleanup parameter on a case-by-case scheduled basis?

A59. Reference the IFB Revision #3 **4** page 36, item 1.

*“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.**”*

Changes to this contract requirement are not expected. The IMT and CM will consider and evaluate requests for changes to the 2 day cleanup requirement on a case by case basis.

Q60. What is CalRecycle’s definition of an operational site in terms of a tree removal log and processing site?

A60. See the IFB Revision #3 **4** pages 47 and 48, items 13, 14 and 15 for the log storage and processing/staging sites and page 52 **53**, item 20 regarding the end use facilities.

All other terms, conditions, and requirements of this [Invitation for Bid](#) will remain the same.

If you have any questions relating to this solicitation process, please contact me by e-mail at @calrecycle.ca.gov.

Sincerely,

{Original signed by}

Luke Wainscott
Contract Analyst
Administrative Services Branch