



**Madera County Sheriff's Office of Emergency Services**

**Request for Proposals (RFP)**

**Monday May 1<sup>st</sup> 2023**

**For:**

**2022 Fork Fire – Disaster Debris Services**

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**RFP PROPOSALS DUE:**

**Friday, May 19, 2023**

**Office of the Sheriff  
County Of Madera  
2725 Falcon Drive  
Madera, CA 93637**





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE – RFP

### **REQUEST FOR PROPOSALS**

Monday, May 1<sup>st</sup> 2023

2022 Fork Fire Disaster Debris & Hazard Tree Removal Services

**NOTICE TO PROPOSERS:** The County of Madera (County) is seeking proposals from qualified contractors to review and respond to this Request for Proposal titled “2022 FORK FIRE DISASTER DEBRIS AND HAZARD TREE REMOVAL SERVICES”. The County anticipates awarding one (1) Agreement to perform work within Madera County.

**EMERGENCY SOLICITATION:** Madera County is soliciting this Agreement under the authority of Ordinance Number 698 adopted November 1st, 2022.

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

<b>SCHEDULE</b>	<b>DATE</b>
Advertisement Date	Monday, May 1 <sup>st</sup> 2023
Mandatory Pre-Proposal Conference @ 1:00 P.M.	Friday, May 12 <sup>th</sup> 2023
Written Questions Due by 5:00 P.M.	Tuesday, May 16 <sup>th</sup> 2023
Sealed Proposals Due before 5:00 P.M.	Friday, May 19 <sup>th</sup> 2023
Public Cost Proposal Opening @ 10:00 AM	Wednesday, May 24 <sup>th</sup> 2023
Notice of Intent to Award Announced (estimated)	Tuesday, June 20 <sup>th</sup> 2023

**SERVICES NEEDED:** The County will manage coordinated Structural Debris and Hazard Tree Removal Operations in an expedited manner while protecting public health and safety and the environment.

**STRUCTURAL DEBRIS REMOVAL FUNCTION:** This work will include the preparation, removal, transport, and recycling or disposal of metals, ash, debris, concrete foundations and flatwork, potentially dangerous trees, and contaminated soil on residential properties included in the Structural Debris Removal Function, a “potentially dangerous tree” is defined as a tree that poses a risk to debris removal and hazard tree removal crews. These trees are removed at the contractor’s expense.

Some commercial properties will also be included in this program at the direction of the County. Receiving facilities will be identified by the proposer. A list of landfills that are capable of accepting ash and debris from these Operations is included in Attachment C, Reference Documents. Even though the contractor may be engaged in making arrangements for using receiving facilities or temporary facilities and providing



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE – RFP

recommendations on receiving or temporary facilities to the County, the County will ultimately be directing the use of receiving facilities for contractors to use on these operations.

Currently, the County estimates that 25 structures were destroyed in the Fork Fire. The estimated residential properties listed above are only preliminary estimates; actual quantities of structures are not guaranteed and may vary from the estimates substantially, either higher or lower, after the contract is awarded.

**HAZARD TREE REMOVAL FUNCTION:** In addition to the Structural Debris Removal Function, and for the purposes of addressing the immediate threat to public safety due to hazard trees, the County has also authorized a Hazard Tree Removal Function. For this program, a “Hazard Tree” is defined as stated in “Abbreviations and Definitions.”

The County estimates that 300 hazard trees will be eligible for removal under this Function. This is only a preliminary estimate; actual quantities of hazard trees are not guaranteed and may vary from the estimates substantially, either higher or lower, after the contract is awarded. Some factors that may cause a change in hazard tree count include, but are not limited to:

- ★ The number of hazard trees estimated is under or overestimated.
- ★ The actual number of hazard trees to be removed will be determined by the County’s Assessment and Management Contractor’s arborists.
- ★ The participation rate for private property owners in the Consolidated Debris Removal Program is less than 100 percent.
- ★ Other unforeseen factors at the time of this RFP publication.

**COMBINED PROGRAMS:** Participation in the County’s Consolidated Debris Removal Program (County Program) is voluntary. Property owners are required to complete and sign a Right of Entry (ROE) permit to participate in the County Program. The ROE permit is the enrollment mechanism and authorizes the County and its contractors to perform work. Public entities may also enroll parcels in the County Program. The County does not control nor guarantee the ultimate number of ROE permits received. As a result, the County also does not control or guarantee the number of enrollees in the County Program.

None of the estimated Structural Debris or Hazard Tree quantities or overall contract dollar amounts are guaranteed by the County. The scheduled duration of the work is also not guaranteed by the County. The quantity of Structural Debris and/or Hazard Trees removed as part of these operations and applicable to this RFP is subject to change based on the discretion of the County, site conditions unforeseeable to the County at the time of this RFP solicitation, property owner participation in the County



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE – RFP

program, and other unanticipated factors. Potential proposers are advised to submit proposal schedules accordingly as no rate changes will be allowed for quantity variations.

The deployment of Structural Debris or Hazard Tree removal crews will be dictated by Madera County's Debris Removal Operations Center (DROC) based on the ROEs received and operational needs. The anticipated deployment schedule for these crews is listed in the Sample Standard Agreement (Attachment B), Exhibit A, Section 11 "Operational Milestones and Mobilization Requirements."

**CONTRACT TERM:** The term of the agreement will span approximately twelve (12) months and the anticipated start date is July 1<sup>st</sup>, 2023, subject to the County's Notice to Proceed.

**CONTRACT BUDGET:** Subject to the availability of funds and approval by the County, the total estimated cost is \$1,300,000.00.

The County reserves the right to amend the budget for the agreement represented by this RFP as needs arise.

**QUALIFICATIONS:** Proposer must demonstrate that proposer and proposers' firm (or joint venture) is qualified to perform the work as described herein, which includes, but is not limited to, prior project/work experience completing a minimum of three (3) projects of similar size (or larger) and scope within the previous five (5) years, performing as either a prime contractor or subcontractor. See Attachment(s) 6 and 7 to demonstrate this requirement.

**DBE:** The County affirms that in any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this RFP.

**LICENSES REQUIRED TO PROPOSE:** All required licenses, certifications, and registrations must be current and active at the time of proposal submission. All required licenses, certifications, and registrations must be maintained in good standing throughout the term of the agreement. Lapses occurring after proposal submission may be grounds for disqualification or contract termination.

**CSLB License:** The prime contractor (the joint venture if the bid is submitted by a joint venture) must possess a valid and active Contractors State License Board (CSLB) General Class A, General Engineering license with a Hazardous Substance Removal Certification (HAZ) issued by the State of California. Subcontractors cannot be used to fulfill this requirement.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE – RFP

**DIR Registration:** The prime contractor (and each individual member of a joint venture, if the proposal is submitted by a joint venture) must be currently registered with the Department of Industrial Relations (Labor Code sections 1725.5, 1771.1).

**LTO:** The prime contractor or a subcontractor must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A"). If joint venture, a minimum of one individual member must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A").

Proposed subcontractors felling trees must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A").

The LTOs must also be capable of directionally falling timber away from structures, power lines, and roadways in urban and semi-urban settings. If the LTO is required to fell trees in proximity to power lines, the LTO shall be pre-approved or pre-certified to do so by the local electric utility.

LTOs will be checked against CALFIRE License List (ca.gov). Proposers are advised to verify the listing prior to proposal submission.

**MANDATORY PRE-PROPOSAL CONFERENCE:** A mandatory pre-proposal conference will be held the date and time indicated in the PROCESS SCHEDULE. Proposers must attend the entire meeting in order to be eligible to propose.

The mandatory pre-proposal conference will be held online. The contractor will need to email RFP Contact listed on page 6 for a link to the meeting. Following the Pre-Proposal Conference, proposers are invited to survey the burned area from public roads (proposers may not enter private properties unless authorized to do so by the landowner).

**SEALED PROPOSAL PACKAGE:** The County will receive sealed proposal packages at the Madera County Sheriff's Office, 2725 Falcon Drive, Madera, CA 93637, by the date and time indicated in the Process Schedule. Refer to Section 1, INSTRUCTION TO PROPOSERS for Proposal Package contents and submission instructions.

Madera County must receive packages delivered in person before the Sealed Proposal Package due date and time as noted in the Process Schedule section of this RFP. It is the responsibility of the Proposer to ensure timely delivery of the proposal package. Proposers hand-delivering their proposal package should allow extra time for potential delays, such as traffic and sparse parking. The proposals shall include all the



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE – RFP

requirements of this RFP and comply with any addenda issued prior to the proposal submission deadline.

**PUBLIC COST PROPOSAL OPENING:** A public cost proposal opening will be held on the date and time listed in the Process Schedule at the Madera County Sheriff's Office – Emergency Operations Center (EOC), 2725 Falcon Drive, Madera, CA 93637. At the public proposal opening, all qualified proposals received will be opened and recorded onto a Preliminary Cost Proposal Tabulation, which will be posted to the County's contracts website at <https://www.maderacounty.com/government/public-works/divisions/engineering-services/bid-opportunities> under the "General Services Bid Opportunities" solicitation following the proposal opening.

**BID PROTESTS:** All protests are subject to the provisions of Chapter 2.19 of Title 2 of the Madera County Code.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder. The County reserves the right to contact current and past references and use information obtained to assist with contract award.

**WORK SCHEDULE:** Contractors selected under this RFP shall be ready to commence mobilization upon issuance of a Notice to Proceed (NTP). The overall intent of the operation is to remove all eligible Structural Debris from private, commercial, and public properties with approved ROEs, and remove, process as necessary, and transport right-of-way and/or private property hazard trees to currently operating and permitted recycling, disposal, and wood materials end-use facilities permitted to receive the wood materials according to all applicable laws.

The removal of bulk debris is anticipated to be completed by July 31, 2024 with remaining field work lasting an additional four (4) months for a total agreement term of twelve (12) months.

Structural Debris and Hazard Tree removal work will generally be authorized Monday through Saturday from the hours of 0800 to 1800 or as directed by the County. Every fifth Saturday will be a non-working day and considered a safety stand-down day. The parameters for workdays are further defined in the "Abbreviations and Definitions" section of this RFP.

**AGREEMENT:** The Contractor is required to deploy crews, as directed by the County, to meet the number of operational crews as listed in the Sample Standard Agreement (Attachment B) Exhibit A, Section 14 "Operational Milestones, Mobilization





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE – RFP

Requirements, and Metrics." If a contractor fails to provide the stated number of crews (for either Program), within the timeframe noted for each milestone or directed by the County, the County reserves the right to terminate the agreement and enter into a new agreement with the next lowest proposer. In the event that the County terminates an Agreement for cause the County reserves the right to contract with the next lowest proposer and charge the difference in price to the Contractor.

**LABOR CODE:** Where applicable, pursuant to California Labor Code, Section 1774, the contractor to whom the contract is awarded, and any subcontractor under them, shall pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract.

**PAYMENT WITHHOLD:** The provisions for payment under the agreement will be subject to a five percent (5%) withholding. Contractor acknowledges that the agreement is subject to five percent (5%) withholding pursuant to California Public Contract Code (PCC) section 10346. The withheld payment amount will be included in the final payment to the contractor. The 5% withheld amount will only be released upon the County's verification of completion of all work, to the satisfaction of the County. Under no circumstances shall the withheld payment be released prior to the County's verification of contractor's services satisfactorily rendered.

**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA):** If FEMA Public Assistance is authorized for the Fork Fire, the contractor shall comply with all FEMA Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 C.F.R. sections 200.317-327. The County will notify the Contractor if FEMA Public Assistance is authorized.

**MADERA COUNTY CONTACT INFORMATION:** In the opinion of the County, this RFP is complete and without the need for explanation. However, if you have questions, or need any clarifying information, contact the contract administrator for this RFP as listed below.

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

**Mailing Address**

Madera County Sheriff's Office  
2725 Falcon Drive  
Madera, CA 93637

**RFP Contact**

Sergeant Joseph Wilder  
Email: [jwilder@maderacounty.com](mailto:jwilder@maderacounty.com)  
Phone: (559) 675-7792



**TABLE OF CONTENTS**

**Request for Proposals - Notice to Proposers ..... 1**

**Table of Contents ..... 7**

**Abbreviations and Definitions..... 8**

**Section 1 – Instructions to Proposers ..... 16**

Introduction ..... 16

Commitment..... 16

Competence of Proposers..... 17

Proposer Considerations..... 17

Rules And Conditions..... 19

Proposal Package Submission..... 19

Proposal Evaluation and Public Cost Proposal Opening..... 22

Award of Contract..... 23

Post Award a Contract Execution..... 23

Bidder Certifications and Acknowledgements ..... 24

**Section 2 – Proposal Submittal Items and Description ..... 25**

Description of Proposal Package Forms ..... 25

Description of Additional Bid Requirement Documents ..... 29

Description of Cost Proposal Schedule – Bid Items ..... 32

**Section 3 – Attachments..... 47**

Attachment A – Required Bid Package Checklist..... 47

Attachment 1 – Cost Proposal Schedule..... 49

Attachment 2 – Bidder Certification ..... 53

Attachment 3 – Proposed Subcontractor List ..... 58

Attachment 4 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended). 63

Attachment 5 – Required Personnel, Organization, and Resumes ..... 65

Attachment 6 – Business Entity Requirement Questionnaire ..... 68

Attachment 7 – Customer Reference Form..... 70

Attachment B – Sample Agreement ..... 75

Attachment C – Reference Documents ..... 84

Exhibit A..... 85

Exhibit A.1 ..... 120

Exhibit B..... 215

Exhibit C..... 219





OFFICE OF THE SHERIFF  
COUNTY OF MADERA  
**2022 FORK FIRE - RFP**

**ABBREVIATIONS AND DEFINITIONS**

**General**

Unless the context otherwise requires, wherever in this solicitation 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 is intended to refer to persons of either sex.

**Abbreviations:**

ADA	Americans with Disabilities Act
APN	Assessor’s Parcel Number
Cal EPA	California Environmental Protection Agency
CCR	California Code of Regulations
C.F.R.	Code of Federal Regulations
CM	Contract Manager
DROC	Debris Removal Operations Center (interchangeable with “Incident Management Team”)
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
FPR	Forest Practice Rules
GC	Government Code
IMT	Incident Management Team (interchangeable with “Debris Removal Operations Center”)
LTO	Licensed Timber Operator
OSDS	The Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)
PCC	Public Contract Code
PPDR	Private Property Structural Debris Removal– a FEMA defined term
ROE	Right of Entry
SB	Small Business
SOW	Scope of Work
U.S.C.	United States Code



**Definitions:**

**214 Forms (ICS 214 Forms):** The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation and a reference for any after-action report.

**Agreement:** The written agreement covering the performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the Standard Agreement, RFP, Exhibits, Bid submittal, general and specific terms and conditions, 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 the county tax assessors. Refer to *Site*.

**Assessment & Monitoring Contractor (also A&M Contractor, A&M Consultant, or Consultant):** The person or persons, firm, partnership, corporation, or his or their legal representatives or designee or combination thereof, which has entered into an Agreement with Madera County to assess and monitor the contractor(s) compliance with the Scope of Work.

**Bay:** Individual residence within an APN. Typically applies to mobile home/trailer park properties.

**Cal EPA:** The California Environmental Protection Agency.

**Madera County Staff:** Staff of the County of Madera.

**Change Order:** A change order is a legally binding document used to change the contract for revised scope of work and/or time. A valid, fully executed change order requires the signature of both Madera County and the Contractor signifying mutually agreed-upon terms.

**Cleanup Goal Report:** The A&M Contractor shall develop a cleanup goals report based on local soil samples to each burn scar included in each Operation and on state and federal standardized environmental cleanup requirements. Scope of Work consists of collecting soil samples from across the fire impacted areas. Background levels of heavy metals are considered when determining cleanup goals to ensure that resources are not allocated to removing soil concentrations that may be above the health-based standards but are not related to the debris from the incident.

**Community Costs:** Operational labor, materials, and other related costs that cannot be directly attributable to any specific property as part of the Operations.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA  
**2022 FORK FIRE - RFP**

**Contract Manager (CM):** A person designated by Madera County to manage performance under a contract.

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

**Contractor's Environmental Compliance Liaison (ECL):** DDHTR Contractor's staff responsible for ensuring that the DDHTR Contractor meets all of the environmental permit requirements and all EPP BMPs are properly implemented, as described in Exhibit A. The ECL shall possess a Bachelor's Degree (or higher degree) in environmental science, geography, environmental engineering, or another applicable field of science.

**Contractor's Registered Professional Forester (RPF) Liaison:** The Contractor's RPF Liaison will oversee, monitor, and manage the hazard tree removal operations and related activities for the Contractor, within their respective contract area, and make sure their Operation follows the Forest Practice Rules, all applicable timber harvest documents, and the EPP, as described in Exhibit A.

**Crew:**

**Structural Debris Removal Crew:** A "crew" is defined relative to a standard structural debris removal crew, which includes four (4) personnel (two operators and two labor personnel), all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.

**Hazard Tree Removal Crew:** A hazard tree removal crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees.

One (1) crane or rubber tired and/or rubber tracker bucket rig

- A. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher
- B. One to two (1 – 2) laborers for processing fallen timber
- C. One (1) skid steer or excavator for handling timber onsite
- D. One (1) track or tow-behind chipper
- E. Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

Madera County may approve alternate crew makeups if the DDHTR Contractor evidences the need for different personnel or equipment. A Hazard Tree Removal Crew consists of between two (2) and seven (7) DDHTR Contractor personnel. These crews will also include all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

**Day:** Unless otherwise indicated, a “day” or “days” refers to a working day(s), Monday through Saturday.

**Disabled Veteran Business Enterprise (Certified):** A business that has been certified by the State of California, Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as Disabled Veteran Business Enterprise (DVBE) as defined in Military and Veterans Code 999 et. seq. and 2 California Code of Regulation (CCR) 1896.60.

**Disaster:** “Disaster” means fire, flood, storm, tidal wave, earthquake, terrorism, epidemic, or other similar public calamities that the Governor determines presents a threat to public safety. (19 CCR section 2900(g))

**Disaster Debris and Hazard Tree Removal (DDHTR) Contractor:** The Contractor hired to remove disaster debris and hazard trees under this Agreement.

**Duly Authorized Representative:** Means the duly authorized employee of the Contractor that has the authority to represent the Contractor and sign documents pertaining to the Contracts and submit invoices to Madera County.

**Easement:** A legal right to cross or otherwise use another’s land for a specified purpose. An easement may be expressed or implied.

**Federal Assistance:** “Federal Assistance” means aid to disaster victims or local agencies by the federal government pursuant to federal statutory authorities. (19 CCR section 2900(m))

**Finance & Administration Team:** Madera County staff responsible for finance and administration tasks related to this Agreement.

**Finance Section Chief/Finance Unit Leader:** Madera County employee who tracks Operation-level costs and reimbursements for the Operation. The Finance Section Chief/Finance Unit Leader may also serve as the Contract Manager. One or more Deputy Finance Section Chiefs/Assistant Finance Unit Leaders may be assigned as needed.

**Hazard Tree:** A tree so damaged by a fire that it possesses an imminent threat of falling onto public Right- of-Way (ROW), other improved public property, or other infrastructure – as approved by the Incident Management Team (IMT). See the Special Provisions for additional criteria.

**Holidays:** Those days designated as State holidays in the Government Code.

**Incident:** See *Operation*.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

**Incident Action Plan (IAP):** A formal plan which documents incident goals, operational period objectives, and the response strategy defined by incident command during response planning. It contains general tactics to achieve goals and objectives within the overall strategy, while providing important information on event and response parameters.

**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 (IMT):** Designated personnel who provide support to incident management at the Incident or Branch Level. Includes the Director, Planner, Debris Group Supervisor, Finance Unit Leader, and Logistics Unit Leader, and their respective designees.

**Individual Property Cost:** Operational labor, materials, and other related costs that can be directly attributable to a specific property for which such costs were expended as part of the Operations.

**Legal Holiday:** See *Holidays*.

**Lot:** See *Site*.

**LTO:** Licensed Timber Operator

**Notice to Proceed:** A Notice to Proceed (NTP) is a notification from Madera County informing the Contractor it shall begin work under the Operation.

**National Environmental Policy Act (NEPA):** "NEPA" means the National Environmental Policy Act (Title 42 United States Code section 4321 et seq.). (19 CCR section 2900(s))

**Operation:** The full scope of work of Structural Debris Removal and Hazard Tree Removal services described in Exhibit A and the Special Provisions. May also be referred to as "Incident" or "Project."

**Operational permits enforced by CalFire:** Forest Practice Rules (FPR) under 14 CCR 1104.1(b) (Public Agency, Public and Private Utility ROW Exemption) and 14 CCR



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

1038(b) (10% Dead, Dying, Diseased Trees) or the NEW 2020 Exemption 14 CCR 1038(g) (Post-Fire Recovery Exemption).

**Operations Section Chief:** Oversees and directs all tactical staff and operations for the Structural Debris and Hazard Tree Removal Operations throughout the Operational area. For this agreement, used interchangeably with Debris Group Supervisor (DGS).

**Operations Superintendent:** Reports to the Contractor's field supervisor who is responsible for overseeing/directing and supporting multiple DDHTR crews, as determined by the Project Manager.

**Over Excavation:** "Over Excavation" occurs when the IMT designates a property as having had an unreasonable amount of material removed for site conditions. The IMT may base an Over Excavation determination upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and/or other available information.

**Parcel:** See *Site*.

**Planning Section Chief:** Works directly with the Incident Commander, to plan and coordinate Debris and Hazard Tree Removal resources for the multiple activities throughout the Incident Management Team. For this agreement, used interchangeably with Branch Planner (BP).

**Programs:** The Structural Debris Removal Program or the Hazard Tree Removal Program.

**Project:** Refer to *Operation*.

**Program Manager:** In addition to the responsibilities described in the Description of Work, the Program Manager is the DDHTR 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 Program Manager prior to submittal to Madera County.

**Property:** See *Site*.

**Public Cost Proposal Opening:** A public meeting, where the sealed cost proposal is submitted by a Proposer on an advertised Operation, is opened, and a determination is made as to the apparent low proposer.

**Rejected Load:** A "Rejected Load" occurs when either: 1) A receiving facility refuses to accept a load as classified, or 2) the IMT designates a load as being misclassified. The IMT may base a determination of designation of a load as being "misclassified" upon factors including, but not limited to, relative quantity or ratios of materials removed





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

compared to other Operation properties, field observations, analytical data, and other available information.

**Resource Monitors:** Professional staff, including Registered Professional Foresters, biologists, and archaeologists, provided by the A&M Contractor that will assist in the oversight and implementation of the EPP and Timber Harvest Documents during the Operation for the purpose of protecting the environmental and cultural resources present. Local tribal nations may also provide tribal monitors to assess for native artifacts that DDHTR Contractors' ground-disturbing activities may unearth.

**Right of Way (ROW):** "Right-of-way" generally means that portion of real property granted to a public or quasi-public entity to utilize said property for public street, drainage, or utility purposes.

**Right-of-Way Segment:** A reasonable Operational portion of a public right of way.

**Right of Entry (ROE):** "Right of Entry" refers to the Operational staff to access private property (parcel of land) with permission via the ROE form.

**Scope of Work:** The description of work required of a contractor by the awarding agency.

**Section 106:** Section 106 of the National Historic Preservation Act and all associated statutes and regulations, including 36 CFR 61.

**Site:** A building or facility, or group of contiguous buildings or facilities with common ownership and within a single APN. A Site may include a "Property," "Lot," "Bay," or "APN" as defined in this Agreement (modified, 19 CCR section 2900(gg)).

**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 section 14837 and 2 CCR section 1896.

**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:** "State Eligible Costs" means all Operation costs eligible under Government Code sections 8680 et seq., and shared costs of Operations deemed eligible for federal public assistance, after offsetting applicable credits. (19 CCR section 2900(kk)).

**Stormwater Specialist:** The DDHTR contractor will assign a Stormwater Specialist who is a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) and who is



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

familiar with rural and urban applications of erosion and sediment control. The Stormwater Specialist will oversee applicable work on roads, debris sites, and support facilities, will manage NPDES compliance, and will manage the response to accidental spills. The Stormwater Specialist will also coordinate the documentation of removal, maintenance, and deployment of intermediate and final erosion/sediment control and shall record such measures in a County designated or approved database in coordination with the A&M Contractor.

**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.

**Task Force:** Unit and organizational element having functional responsibility for a specific activity.

**Title 22 Metals:** California Code of Regulation (CCR) Title 22 (also known as the California Administrative Manual {CAM-17}) metals include: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.

**Work Authorization:** See *Work Order*.

**Workday:** For the purposes of this Operation, a workday includes reasonable time required to support daily on-site Structural Debris 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. Generally, the operational hours will be 7:00 AM to 6:00 PM, unless otherwise designated by the IMT. Workdays are each day from Monday through Saturday except state holidays approved by the IMT and every fifth Saturday, which shall be a Safety Stand-down.

**Work Order:** A contract document Madera County uses to direct contractors on when and where services are necessary. Work Orders detail activities to be completed within the Scope of Work, 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. A Work Order shall be executed according to the procedures of the "Work Authorization" clause of Exhibit D. The terms "Work Order" and "Work Authorization" are interchangeable.



## **SECTION 1 – INSTRUCTIONS TO PROPOSERS**

### **1. Introduction**

There are conditions that this RFP, submitting Proposers, Proposals, and resulting Agreements are subject to and/or required to comply with. Proposer shall examine these instructions carefully and respond to the solicitation requirements prior to proposal.

All costs resulting from the Contractor's participation in the RFP process are at the Contractor's expense. No costs incurred by the Contractor participating in the RFP process will be reimbursed by Madera County.

Proposers shall be aware of the requirements of codes referenced in the Proposal Requirements and in the Contract documents. Proposers may access the codes included in State law through publications or through the internet at <https://leginfo.legislature.ca.gov/faces/codes.xhtml>

The terms "Bid/Bidder" are used interchangeably and are synonymous with the terms "Proposal/Proposer" for the functional purposes of document.

### **2. Commitment**

Proposer acknowledges and commits that Proposer will, if awarded contract, be in full compliance with all items noted in this RFP and the following contract documents located in the Sample Standard Agreement attached hereto. These include:

- ★ All items noted in the RFP documents
- ★ Sample Standard Agreement, (Attachment B), Exhibits A through C
- ★ Reference Documents, Attachments C

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposer that reserves a right to negotiate, submits a counteroffer, 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 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 Madera County and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

If the Proposer fails to meet any of the requirements or comply with Madera County requests, Madera County can reject, disqualify, or remove the firm from the process. Madera County is not committed to awarding an Agreement resulting from this RFP.



## 2022 FORK FIRE - RFP

### 3. Competence of Proposers

#### 3.1. Business Entity

Proposer and/or Proposer's firm must be in good standing and currently hold any/all required licenses and permits to perform/conduct business in the State of California. If a sole proprietorship, be registered with the city, county, or other local government entity in which the principal place of business is located.

#### 3.2. License

Proposer may only propose work for which Proposer is properly licensed. Refer to NOTICE TO BIDDERS for License Requirements to submit a proposal.

#### 3.3. 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. 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).

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 Madera County. 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 Madera County including but not limited to suspension and/or debarment.

The 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 Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions."

### 4. Proposer Considerations

#### 4.1. Proposer Responsibility

Proposer shall carefully examine the Proposal Schedule and the Sample Standard Agreement (Attachment B), Exhibit A, Scope of Work.



## **2022 FORK FIRE - RFP**

By submitting a proposal, Proposer acknowledges that the Proposer understands the character, quality, and quantity of Work insofar as this information is reasonably ascertainable from inspection of the work site and Specifications. In addition, Proposer acknowledges that the mandatory pre-proposal conference and Q&A Period(s) offer Proposers timely opportunities to seek Madera County's clarification prior to proposal submission.

Failure of Proposer to acquaint themselves with available information will not relieve the proposer from responsibility for estimating properly the difficulty or cost of successfully performing the work.

### **4.2. Mandatory Pre-Proposal Meeting**

Proposers must attend the entire meeting as described in the NOTICE TO BIDDERS in order to be eligible to propose.

### **4.3. Public Information**

Upon final proposal opening, all documents submitted in response to this RFP will become the property of Madera County and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public. Madera County cannot prevent the disclosure of public documents; however, the contents of all proposals, correspondence, agenda, Proposer's memoranda, working papers, or any other medium which discloses any aspect of a Proposer's proposal shall be held in the strictest confidence until the contract is awarded. Madera County will disregard any language purporting to render all or portions of any proposal package confidential.

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

Any information obtained or produced during the course of the Agreement 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 Contractor prior to submission to Madera County.

Madera County will hold information obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the Contractor to the extent allowable by the California Public Records Act and the Public Contract Code.

### **4.4. 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.



## 2022 FORK FIRE - RFP

### 4.5. 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 sections 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.

## 5. Rules and Conditions

### 5.1. Written Questions and Answers

Proposers needing clarification of the requirements of this solicitation may submit questions to Madera County. Refer to the Process Schedule on the NOTICE TO BIDDERS for deadline requirements. All inquiries must be received no later than Date and Time as indicated on NOTICE TO BIDDERS, 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.

Oral communications with Madera County officers and employees shall be non-binding on the County and shall in no way excuse the Proposer of any obligations as set forth in this package. If Proposers have any questions pertaining to this particular solicitation, all communication should go through Madera County's identified point of contact (see NOTICE TO BIDDERS).

E-mails and/or faxes MUST be clearly marked:

**"Questions Relating to 2020 Fork Fire – Disaster Debris Services"** The questions and answers will be published in an Addendum to the RFP.

### 5.2. Addenda

Madera County reserves the right to amend, alter, or change the rules and conditions of this RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to Madera County prior to the deadline for submission of written questions. Madera County will issue addenda to address such issues. Addenda will be available on the Madera County webpage for this particular solicitation at <https://www.maderacounty.com/government/public-works/divisions/engineering-services/bid-opportunities>

## 6. Proposal Package Submission

Failure to follow the instructions contained in this document may be grounds for the rejection of a Proposal. Madera County may reject any Proposal if it is conditional, incomplete, or contains irregularities.





## 2022 FORK FIRE - RFP

Madera County may waive an immaterial deviation in a Proposal if deemed in the best interest of Madera County. Waiver of an immaterial deviation shall in no way modify the RFP requirements or excuse the Contractor from full compliance with the Agreement requirements.

### 6.1. Final Proposal Package Content

Proposer must submit the proposal information on the forms provided by Madera County (included in this RFP) or included by reference to downloadable form, as indicated on Attachment A, Required Proposal Package Checklist.

Proposal Packages not submitted on the provided forms will be considered non-responsive. All required signatures must be original "wet" signatures by the individual who is legally authorized to contractually bind the Proposer.

Additional Proposal Requirement Documents are supplied by the proposer to establish the responsibility of the proposer. See Section 2, Bid Submittal Items and Descriptions, for detailed additional bid information.

### 6.2. Proposal Package Submittal Instructions

It is the sole responsibility of the Proposer to see that its bid is received in proper time. Proposal Packages received after the scheduled closing time for receipt of proposals will be returned to Proposer unopened.

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

The remaining Bid Documents shall be submitted in the same order as they appear on Attachment A, Required Proposal Package Checklist.

Failure to submit any of the required documents may be deemed non-responsive, and the bid may be rejected. Deviation of the order of bid submittal documents may result in your bid being deemed non-responsive.

Proposal Packages shall be submitted under sealed cover, must clearly state that it is in response to this RFP. Attachment 1, Cost Proposal Schedule, and Bidders Bond shall be submitted under separate sealed cover.

Bid Packages shall be submitted as directed below:

#### SINGLE PACKAGE CONTAINING:

1. One (1) unbound reproducible original Proposal Package marked "Original" containing all Attachments and Additional Proposal Requirements except Attachment 1, Cost Proposal Schedule and Bidders Bond.



## 2022 FORK FIRE - RFP

2. One (1) Electronic copy (USB flash drive) of Proposal Package in Adobe Acrobat format containing all Attachments and Additional Proposal Requirements. (Proposal is responsible for ensuring that the electronic copy is formatted in Adobe Acrobat Reader and viewable by Madera County. For any discrepancy, the original Proposal Package is considered the master.)
3. One (1), Attachment 1, Cost Proposal Schedule and Bidders Bond UNDER SEPARATE SEALED ENVELOPE MARKED “**COST PROPOSAL – DO NOT OPEN**”. Proposal Package must have the following identifier printed clearly on the package:

**2022 Fork Fire – Disaster Debris Services**  
**COST PROPOSAL - DO NOT OPEN**

Failure to do so may result in a premature opening or failure to open such a bid. Bid Packages improperly marked may be considered non-responsive. Bids received after the bid submission date and time deadline will be considered late and returned to the Bidder unopened.

### 6.3. Withdrawal and Modification of Proposal Package

Proposals may be withdrawn prior to the deadline for Proposal submissions noted in the NOTICE TO PROPOSERS, provided that a request in writing, executed by Bidder or Bidder’s authorized representative, for withdrawal of such bid is filed with Madera County via electronic submission or to Madera County’s physical address as listed in the NOTICE TO PROPOSERS. Withdraw of a proposal shall not prejudice the right of a Bidder to file a new proposal.

A Proposal Package submitted prior to the submittal deadline may be modified by the submitting Proposer. The Proposer must:

- ★ Provide a written request to the contact person listed in the NOTICE TO PROPOSERS.
- ★ The written request must identify the requesting individual and their association to the Proposer

Bids cannot be withdrawn or modified after the submittal deadline has passed.

### 6.4. Errors in Submittals

An error in a Proposal Package may be cause for rejection of that Proposal. Madera County may make certain corrections, if the Proposer’s intent is clearly established based on a review of the complete Proposal.



## 2022 FORK FIRE - RFP

### 7. Proposal Evaluation and Public Cost Proposal Opening

#### 7.1. Public Cost Proposal Opening

At the date and time specified in the NOTICE TO PROPOSERS, Madera County will conduct the Public Cost Proposal Opening. The Public Cost Proposal Opening will be conducted at Madera County Sheriff's Office, 2725 Falcon Drive, Madera, CA. Madera County will tabulate the results from the Public Cost Proposal Opening and determine who is the apparent low bidder.

#### 7.2. Evaluation of Proposals

Following the Public Cost Proposal Opening, Madera County will evaluate each Proposal and determine whether the Proposal evidences that the Proposer meets the minimum qualifications of this RFP. Madera County will evaluate Proposals on a pass/fail basis. To receive a "pass" score and be considered responsive, the Proposal must comply with all requirements in this RFP. If a Bid package does not meet all of the requirements set forth in this RFP, it may be considered non-responsive and rejected from further competition. Once Madera County has completed the evaluation of all proposals, it will publish a Notice of Intent to Award signaling who the lowest cost responsive proposer is.

#### 7.3. Rejection of Proposals

All proposals may be rejected whenever the determination is made that the proposals received are not competitive, when the cost is not reasonable, when the cost exceeds the amount expected, or when it is determined to be in the best interest of the County.

- ★ Additionally, a proposal may be rejected if:
  - It is received after the due date and time for submittal;
  - The proposal submittal is unsigned;
  - The Cost Proposal Schedule is not prepared as required by the RFP;
  - Non-compliance with Labor Code section 1771.1(a) (DIR registration for Prime and Subcontractors required);
  - Any items or information required by the RFP are not included with the submittal;
  - All published addenda are not acknowledged;
  - There are undisclosed, inaccurate, or incomplete disclosures of conflicts of interest.

Madera County reserves the right to reject a proposal as nonresponsive if the prices in the proposal are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the proposal will result in the lowest overall cost to the Madera County even though it may be the low evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.



## **2022 FORK FIRE - RFP**

No proposal may be rejected arbitrarily or without reasonable cause.

### **8. Award of Contract**

Award of these Agreements will be to the lowest responsive responsible Proposers meeting all of the RFP requirements.

Madera County reserves the right not to award an Agreement.

The deployment timeline for this Agreement, which is identified in Section 14, "Operational Milestones, Mobilization Requirements, and Metrics" of Exhibit A (Attachment B), will begin immediately upon delivery of the Notice to Proceed. The identified timeframes will be strictly enforced.

### **9. Post Award and Contract Execution**

Awarded Contractor and the resulting contract will be subject to the provisions in this RFP and the Sample Standard Agreement (Attachment B).

#### **9.1. Governance**

If any provisions of the Agreement resulting from this RFP are found to be unlawful or unenforceable, then 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 Madera County and the State of California.

All proceedings concerning the validity and operation of this RFP, or the Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Madera County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and the place where the obligation is incurred is Madera 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 sections 10286 and 10286.1 and is eligible to sign an Agreement with Madera County. This will be certified on Attachment 2, Bidder Certification.

#### **9.2. Post Award Requirements**

Upon Award, Awarded Contractor shall submit and comply with the following:



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

### Performance and Payment Bonds

Awarded Contractor shall furnish bonds, each in the amount of 100 percent of the maximum contract amount, covering the faithful performance of the Contract and payment of obligations.

### Insurance

Awarded contractor shall furnish to the County, concurrently with Award of the Contract, evidence of the required insurance meeting the conditions set forth in Sample Standard Agreement (Attachment B).

### **9.3. Contractor Signature**

The Contract shall not be binding upon the County until it is executed by the Contractor and the County. Contract documents required for the execution of the Contract consist of the document included herein as Sample Standard Agreement (Attachment B).

Should the Contractor begin work in advance of receiving notice that the Contract has been approved, any work performed in advance of the date of Notice to Proceed (NTP) shall be considered as having been done at risk as a volunteer. In no event shall the Contractor commence work until the Contractor has received notification from the County that the certificate of insurance has been approved.

### **10. Bidder Certifications and Acknowledgements**

By submitting a bid, Bidder certifies and acknowledges the terms, conditions, and/or requirements set forth in this RFP and the contract documents located in the Sample Standard Agreement attached hereto. The bidder is advised to read these provisions carefully prior to submitting a bid. Contract terms, conditions, and/or requirements are not subject to negotiation.

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

END INSTRUCTION TO PROPOSERS



## **SECTION 2 – PROPOSAL SUBMITTAL ITEMS AND DESCRIPTION**

### **11. Description of Proposal Package Forms**

As indicated, Bid Package Forms are included as part of the RFP or included by reference to downloadable form.

Bid Package must contain the following:

#### Attachment 1 – Cost Proposal Schedule:

Complete and submit the included Cost Proposal Schedule.

Cost Proposal Schedule must be submitted under a separate seal with the Bid Bond. (See Section 2, Part 12, Description of Additional Proposal Requirements, below).

#### Attachment 2 – Proposer Certification:

Complete and submit the included Proposer Certification to acknowledge and certify to all items contained therein. Proposer Certification must be signed by the individual who is legally authorized to contractually bind the Proposer .

#### Attachment 3: Proposed Subcontractors Lists:

Complete and submit the included Proposed Subcontractors List to list the name, location, license number, and registration number of all subcontractors who will be employed and the kind of work which each will perform in the completion of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of total bid All subcontractor licenses must be current and active at the time of the bid. Listed subcontractors must be registered with the DIR in order to be listed for and to engage in the performance of the Work.

For listed LTO subcontractors, a copy of the LTO License must be attached as part of Attachment 3.

#### Attachment 4 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended):

Bidder is required to submit the included certification in compliance with 44 C.F.R. Part 18, Certification Regarding Lobbying. See Sample Standard Agreement (Attachment B), Exhibit G, for FEMA contract provisions and for more information.

#### Attachment 5 – Required Personnel Questionnaire, Organization, and Resumes:

Bidder Proposer shall complete the included Required Personnel Questionnaire documenting the professional qualifications and subject matter expertise of each required team member as listed in Attachment 5.



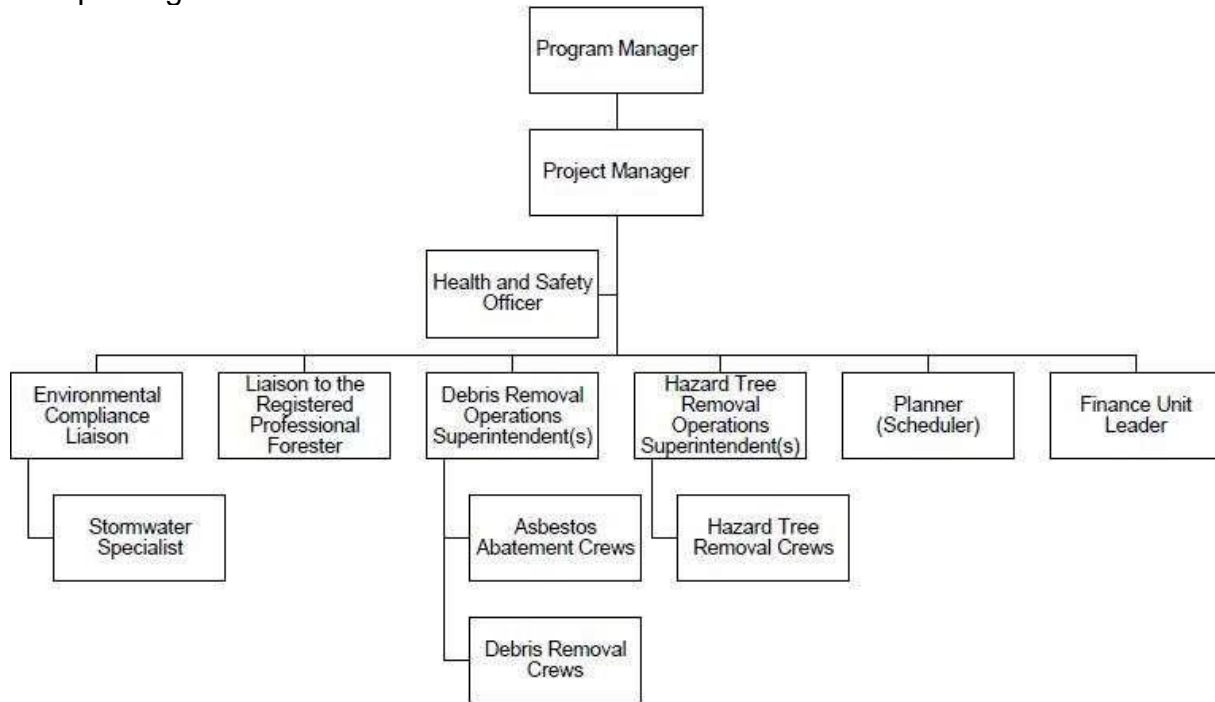


**2022 FORK FIRE - RFP**

Proposer shall attach an Organizational Chart identifying each listed team member, a resume for each listed team member, and copies of HAZWOPER Certifications for applicable team members (as instructed in Attachment 5). Additional personnel may be included as instructed.

Proposer shall adhere to the below organizational chart structure (as an example) when completing this requirement:

Example Organizational Chart:



Attachment 6 – Business Entity Requirement Questionnaire:

Proposer must complete the included Required Business Entity Questionnaire documenting the qualifications of the business.

The questionnaire summarizes the Contractor’s (or the Joint Venture’s) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations.

Attachment 7 – Customer Reference Form:

Proposer must demonstrate the required qualifications by submitting three (3) verifiable references for projects similar in size (or larger) and scope as described herein.

Proposer must complete Part 1 of the included Customer Reference Form for each reference. Proposer shall then supply the form to the Customer Reference, who shall complete Part 2 and return it to Proposer.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

For purposes of References, work performed as a member of a Prime Contractor JV shall be considered work performed as a Prime Contractor.

References submitted on Attachment 7 shall conform to the below descriptions:

- A. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor as a prime contractor in an amount of at least \$1,000,000.00.

*Project must be for one of the following types: Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up.*

- B. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor as a prime contractor or subcontractor in an amount of at least \$1,000,000.00.

*Project must be for one of the following types: Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up.*

- C. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor or a subcontractor to the Prime Contractor, as listed on Attachment 3, if said subcontractor will perform at least 50% of the Hazard Tree Removal Function work of this Operation, in an amount of at least \$1,000,000.00. The reference project may have been performed either as prime contractor or subcontractor.

*Project must involve the removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company.*

Madera County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Proposers are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Madera County's validation inquiries.

If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Madera County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Proposer's benefit to inform its references that they may be



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

contacted by Madera County regarding this RFP during the anticipated review period, and their quick response would be helpful to the Bidder's cause

### Darfur Contracting Act

Bidder must complete, as instructed, and submit the Darfur Contracting Act included by reference and available for download located at:

[http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD\\_1.pdf](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf)

PCC section 10475 through 10481 apply to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either: a) not a scrutinized company or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan, as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (PCC section 10477(a)) unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

### California Civil Rights Laws Attachment

Bidder must complete and submit the California Civil Rights Laws Attachment included by reference and available for download at:

[https://www.dgs.ca.gov/media/divisions/pd/acquisitions/solicitation\\_document\\_attachments/California\\_civil\\_rights\\_law.pdf](https://www.dgs.ca.gov/media/divisions/pd/acquisitions/solicitation_document_attachments/California_civil_rights_law.pdf)

Pursuant to PCC section 2010, any Proposer entering into or renewing a contract over one hundred thousand dollars (\$100,000) on or after January 1, 2017, must certify to all the following:

1. That it is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
2. That it is in compliance with the California Fair Employment and Housing Act Chapter 7 (commencing with section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Failure to submit this completed form with the Proposal will result in the proposal being considered non-responsive.

### Iran Contracting Act Verification Form

Proposers must complete and submit the Iran Contracting Act Verification Form included by reference and available for download at:

[http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD\\_3.pdf](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf)



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

Pursuant to the Iran Contracting Act of 2010 (PCC sections 2200 through 2208, "the Act"), a Person, as defined in the Act, is ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the Person engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a person must complete and return the attached IRAN Contract Act Certification form with its proposal certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

### **12. Description of Additional Bid Requirement Documents:**

Bidder is required to supply the following additional submittals as part of the Bid Package.

#### Bidders Bond

Attachment 1, Cost Proposal, shall be accompanied by a Bidder's Bond, which shall be executed by an admitted surety insurer authorized to issue surety bonds in the State of California. Bonds shall be made payable to the County Contract Manager of Madera County. The security shall be in an amount equal to at least 10 percent (10%) of the bid amount.

#### Notarized Bondability Statement

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 RFP and the resulting Agreement for one hundred percent (100%) of the total maximum contract amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to Madera County's Contract Manager. This statement must guarantee the 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 the submittal requirements of this RFP.

#### Insurance Experience Modification Rate (EMR)

The Bidder must provide their Cal/OSHA lost time injury/illness incidence, Cal/OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR). Bidder must meet the average EMR requirement of 1.0 or less. If a bidder is eligible for a Workers Compensation Insurance Rating Bureau of California (WCIRB) rating, the bidder shall provide a copy of bidder's worker's compensation insurance carrier's letter indicating it's WCIRB determined EMR rating for the last three premium years, plus a 3-year EMR average. If a bidder is not eligible for a



## 2022 FORK FIRE - RFP

WCIRB EMR rating, the bidder shall provide evidence of non-eligibility and proof that a unitary rating of 1.0 rating is applicable. If potential bidder has a National Council on Compensation Insurance (NCCI) EMR rating, bidder shall submit NCCI EMR rating if bidder is not eligible for a WCIRB EMR rating. If Madera County discovers after contract award that bidder failed to disclose WCIRB EMR rating, Madera County reserves the right to terminate the contract for cause, with appropriate enforcement remedies at the Contractor's expense.

If the Joint Venture was recently formed and has not had an EMR, the Joint Venture shall provide any EMR data available. If none is available, the Joint Venture should indicate that no EMR data is available in bid submission documents. However, all members of the Joint Venture must still meet the EMR requirement of 1.0 or less, as stated in the paragraph above.

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

Bidders must submit current company IIPP that meets the requirements of 29 C.F.R. section 1910.120(b) and 8 CCR section 5192(b) or a sample of a recently prepared HSP environmental remediation/cleanup operation representative of the types of operations envisioned to be conducted included Sample Standard Agreement, Exhibit A, Scope of Work.

The HSP should include employees anticipated to be utilized under the Agreement. Bidders' attention is directed to the requirement that each Subcontractor involved in the Agreement shall also have a current company IIPP or recently prepared HSP, as described above. Subcontractor IIPPs are not a required bid submittal.

### Letter(s) of Interest

In consideration of the recycling and disposal of materials removed, as part of the Operations, the Proposer shall submit, for each Operation:

1. Name(s) and Location(s) of Temporary Log Storage and Processing Facility(ies), Laydown Yard(s), Temporary Debris Management Sites, and/or Temporary Housing Facilities that the Contractor plans to use.
2. Letter(s) of Interest(s) for #1: Proposer shall provide letter(s) of interest from property owners listed in response to #1 above stating that property owners are interested in pursuing the use of their property, by the Proposer, for the stated purpose in relation to this Operation. This requirement is applicable only if the Proposer intends to use such a temporary facility.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

3. Name(s) and Location(s) of currently operating and permitted landfills, concrete, and metals recycling facilities, and wood materials end-use facilities (properly permitted to receive intended materials) that the Proposer plans to use.
4. Letter(s) of Interest(s) for #3: Proposer shall provide letter(s) of interest from facilities listed in #3 above stating intent to enter into an agreement with the Proposer for the Proposer's utilization in anticipation of contract award. Facilities listed in #3 must be currently operational and permitted (with valid permits) at the time of proposer submission.

Proposer acknowledges that, if Awarded, Proposer will be required to obtain all relevant permits. All lease arrangements with the property owners for this(these) facility(ies) shall be the responsibility of the Contractor.





### **13. Description of Cost Proposal Schedule – Bid Items**

#### **13.1. Bid Assumptions**

The following lists basic assumptions to be included in the DDHTR Contractor's bid items:

1. Proposal may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall solely bear the full cost of such lodging choice(s). Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in this agreement and Exhibit A.1, Special Provisions.
2. All necessary support personnel, equipment, and services, including any costs associated with maintenance crews, water tenders, traffic control crews, and office support staff.
3. All crews that are necessary to complete all tasks listed in this Scope of Work, including asbestos abatement crews, vehicle removal crews, debris removal crews, re-scrape crews, hazard tree removal crews, remediation (punch list) crews, and erosion control crews.
4. Inclement weather (rain, snow, high winds, etc.), poor air quality (including from wildland fires in the vicinity of work), and other impacts on work safety and effectiveness due to inclement weather (i.e., muddy parcels and equipment access conditions due to weather, etc.).
5. Any real property costs, such as a land lease or rental costs, shall 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.
6. Restrictions on commercial truck routes to disposal and end-use facilities. Changes in road routes made during the course of the Agreement shall not be eligible for additional compensation and the Contractor shall factor in such bid risks when submitting the Cost Bid Schedule, even if the Contractor incurs additional labor, equipment, or operating costs as the result of the changed route.
7. Bidder shall be responsible for any changes made to Hauling and Reuse/Disposal Plans, including any changes made based on the Traffic Management Plans or Assessments prepared by third parties (such as the California Department of Transportation, Caltrans) or the A&M Contractor.



## 2022 FORK FIRE - RFP

This may include prohibiting or restricting hauling operations on certain roads or highways. Changes may be required due to unforeseen traffic or safety concerns.

8. DDHTR Contractor shall assess all road surfaces anticipated to be used in these Operations, and their condition, including the potential need for reasonable road improvements to access properties or hazard trees and implement necessary repairs. Such as grading, widening, deployment of steel plates, or application of base rock, as described in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provision, and as approved by Madera County. After the completion of debris removal work the conditions will be compared with pre-work documentation of roads to determine if damage is from contract work. The contractor may be liable if excessive damage is caused by contract work. IMT may make requests for the DDHTR Contractor to use smaller equipment and/or equipment with non-metal tracks on roads. The contractors can choose whether to use smaller or alternative equipment on areas requested. They may also elect to use mitigation devices to eliminate damage to pavements and roads, such as wood plywood sheets and rubber mats may be used under equipment to prevent damage to pavement surfaces. The DDHTR contractor may be liable for excessive damage if the requests are ignored.
9. DDHTR Contractor shall also be prepared to use alternate means and methods, such as the use of off-road equipment or smaller equipment, to gain access to areas where work must be performed. Morooka carriers (or similar rubber tracked off road equipment) are available to transport debris in off-road conditions. Smaller equipment like Gators or quads may also be needed for off-road access and transportation of debris materials. Restrictions in access from tunnels, trees or narrow access road may require the use of smaller debris removal equipment or transport trucks. However, construction of new roads, including any construction requiring professional traffic engineering, shall not be included within the scope of this agreement. The decision of whether the construction of new roads is required is at the sole and exclusive discretion of Madera County.
10. Environmental restrictions, including threatened and endangered species, nesting birds, setbacks from watercourse, and lake protection zones (WLPZ) as detailed in the Environmental Protection Plan, permits issued by State or Federal regulators, or other sources of criteria as identified by the IMT. DDHTR Contractor shall be responsible for additional costs or work needed to comply with applicable environmental requirements and implement mitigation measures, including but not limited to relocation of bird nests, recovery and transport of bird nests/eggs to authorized rehabilitation centers, alternate hazard tree felling/removal methods necessary to protect resources (such as tree climbing), and use of long-reach, cranes, or other necessary equipment



## 2022 FORK FIRE - RFP

required to remove hazard trees, structural debris, or other material from Equipment Exclusion Zones.

11. Cultural resource restrictions, including tribal monitoring by tribal nations, within the burn scar. This bid risk includes the cost of any possible delays caused by deployment and utilization of Tribal Monitors. Additional costs associated with the identification, protection, and compliance of cultural and historical resources shall not be eligible for additional compensation, including costs of training DDHTR Contractor's personnel.
12. Costs associated with performing work around portions of damaged buildings, such as standing walls, including those that have been shored or otherwise reinforced by third parties, which may include the use of smaller equipment, long reach equipment, cranes, or hand work. DDHTR Contractor shall not be responsible for the actual installation of shoring or other reinforcement measures under this agreement.
13. Coordination with railroads or other modes of transportation (i.e., road, air, water, etc.).
14. California Occupational, Safety and Health Administration (Cal OSHA) standards, training, inspections, and corrections of any violations to Cal OSHA standards.
15. Delays for traffic control, highway or roadway maintenance, and cleanup or utility repair shall be considered as part of this contract and are to be expected. This includes activities conducted along all highways, local roads, and utility work such as roadway cleanup of trees and brush along highways, repair, and replacement of highway facilities, and/or repair or replacement of utilities' facilities completed by other contractors.
16. DDHTR Contractor shall provide all traffic control crews necessary to provide public safety for both functions within both the Operational Areas.
17. Maximum daily receiving limits of ash and Structural Debris, metals, concrete, and contaminated soils.
18. Maximum daily receiving limits for timber and wood materials.
19. Availability of local Temporary Log Storage and Processing Facilities. Contractor shall be solely and exclusively responsible for availability of temporary log storage and processing facilities, and the capacity of end use facilities throughout the term of the Agreement. Adjustments that may be necessary to such facilities, including, but not limited to, adjustments related to facility capacity, market fluctuations, and other reasons outside of the



## 2022 FORK FIRE - RFP

- Contractor's control, shall be at the Contractor's sole expense and ineligible for additional compensation from Madera County.
20. California Department of Forestry and Fire Protection (CAL FIRE) Forest Practice inspections or inspections by the Regional Water Quality Control Board.
  21. California State Fire Marshall inspections, as necessary.
  22. Costs, fees, permits, inspections, penalties, or cost of compliance incurred as the result of any local, state, federal, or tribal authorities.
  23. All material and placement of rip-rap rock and temporarily placed culverts installed for temporary creek crossings. All costs related to any and all crossings, including but not limited to, water course, canyon, trench, or ditch. The costs shall be inclusive of properly implementing all required Best Management Practices (BMPs).
  24. Mobilize/construct and deconstruct/demobilize temporary bridges up to 50-foot spans, between the ordinary high-water marks, as part of these operations. If necessary, as a crossing may fall within the Ordinary High-Water Mark, the contractor will work with the archaeologists, biologists, and stormwater staff to draft a Clean Water Act Section 404, 401, and Fish and Game Code Section 1600 permit. The DDHTR Contractor shall be responsible for obtaining any necessary permits.
  25. DDHTR Contractor will not be compensated for any "access" trees or "incidental" trees (trees that must be cut because there's no other way to access marked Hazard Trees).
  26. No Change Orders or cost adjustments will be considered for variations in quantities listed in the bid sheets – the unit costs listed are firm and binding regardless of actual quantities available. The quantities listed in the bid sheets and bid solicitation documents are only estimates for the purposes of bid evaluation and do not represent any guarantee from Madera County. Any potential costs associated with quantity variations shall be incorporated in bidder's unit price and will not be eligible for additional compensation beyond the unit prices submitted.
  27. All costs under this Agreement will be paid at the unit rates bid multiplied by the quantities actually performed (as verified by Madera County's A&M Contractor, working under a separate contract). Various Structural Debris materials and other unit quantities will be verified by the A&M Contractor before payment is authorized. It is advised that the DDHTR Contractor work



## 2022 FORK FIRE - RFP

- closely with Madera County's Contract Manager and the A&M Contractor at the beginning of and throughout the operation 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 DDHTR Contractor invoices the County. This will very likely expedite the timely payment of invoices.
28. No Change Order or adjustment in price will be granted based on the number of Structural Debris Removal Crews and/or Hazard Tree Removal Crews utilized or any other items that could be reasonably anticipated to complete the work described in each bid item, bid documents, and this Agreement.
  29. Any rebates, credits, or savings derived from the legal use of wood materials should be included in 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. Under no circumstances will Madera County compensate the DDHTR Contractor for such taxes and fees, as this is the DDHTR Contractor's responsibility. Any revenue, such as rebates, credits, or savings obtained by the DDHTR Contractor through these agreements, must be disclosed to Madera County and documented.
  30. DDHTR Contractor shall also not be eligible for any additional compensation, including potential loss of wood material credits, if DDHTR Contractor is directed to leave behind wood material at or near the tree felling site.
  31. DDHTR Contractor acknowledges and agrees that the County will not provide the DDHTR Contractor any additional compensation in place of expected recycling revenue should the hazard tree wood material or any other wood material be left behind on the site, if directed to do so by the IMT.
  32. DDHTR Contractor shall not be eligible for additional compensation based on market fluctuations of recycled materials costs.
  33. The DDHTR Contractor shall provide dust control for both program properties as well as community roadways. DDHTR Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters and fittings, pumps, etc., for use throughout the project area as directed and approved by the IMT.
  34. Community Street Sweeping including sweepers, drivers, fuel, brushes, appropriate disposal of collected road debris and dirt.
  35. All costs of water, permit fees, and connection/meter fees are charged by water purveyors. Contractor shall be responsible for any additional costs of water and associated fees of supplying water, even if water prices rise as the



## 2022 FORK FIRE - RFP

- result of water supply shortages, government-declared droughts, or mandatory water supply restrictions.
36. All costs required to remobilize both Structural Debris and Hazard Tree Removal equipment and personnel between properties or to road segments will be borne by the Contractor. Mobilizations between properties or road segments are not eligible for compensation for Bid Item 1.
  37. Truck inspection yards are necessary to conduct Department of Transportation (DOT) inspections by the A&M Contractor.
  38. All DDHTR Contractor trucks shall be inspected by the A&M Contractor's DOT truck inspectors, including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project. Each commercial truck will display a disaster Operation sticker provided by Madera County's Consultant. After each 30-day period, 10% of the commercial trucks will be re-inspected per DOT Level 1 requirements.
  39. All cost considerations for accessing and working on properties both in tract areas on relatively small relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long poorly maintained or non-maintained gravel or otherwise non-paved roadways and have larger 1-100 acre lots or more.
  40. Other issues outside of the Contractor's or Madera County's control that restrict or reduce the productivity of Structural Debris or hazard tree removal crews and/or truck travel shall be considered and included in the bid items.
  41. DDHTR Contractor shall include any and all costs associated with delays that may occur while awaiting A&M Contractor and IMT personnel to respond and conduct Initial Site Walks. DDHTR Contractor shall not be eligible for any additional compensation while waiting for third party verification of completed scope of work.
  42. All necessary safety fencing, as specified in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provisions, around emptied pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined in writing by the Operations Section Chief or designee when demobilizing from the property once the site has been cleared for soil sampling.
  43. The costs of the DDHTR Contractor's implementation of a health and safety plan, or costs associated with the health and safety of the DDHTR Contractors (including the DDHTR Contractor's subcontractors, if any) shall





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

- be included in the bid prices and not eligible for additional compensation. Examples include Personnel Air Monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury will be required in the operator breathing zone, per the Contractor's Health and Safety Plan.
44. Installation of erosion control devices and hydro mulching after each property has been cleared of structural debris and approved by the Operations Section Chief, or designee, for erosion control, per the Exhibit A.1 Special Provisions.
  45. Removal of potential danger trees described in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provisions as trees that prove to be a danger to the Structural Debris removal crews and as identified by the County Operations Section Chief or designee. Such trees shall be removed at the Contractor's expense and will not be eligible for any compensation under Bid Item 12. This also includes trees that may not be potentially dangerous but prohibits access for the Structural Debris removal crews or Hazard Tree removal crews.





**13.2. Description of Cost Proposal Schedule – Bid Items:**

Each bid item is noted as either community costs or individual property costs (based on APNs). This is necessary when compiling the operational costs for each parcel for both cost recovery and insurance reimbursement purposes.

**Item 1 – Mobilization and Demobilization to/from Operational Area:**

One-half of this bid item will be paid as a crew is mobilized, and one-half will be paid as the crew is demobilized. This bid item is intended to be a one-time fee per crew for the duration of the operation – mobilization and demobilization for days of no work are described in Item 8- Non-Working Days. However, in the event that Madera County directs additional crews to mobilize to the job after demobilizing crews from the job, this item will be paid again.

**Item 1a – Disaster Debris Removal Crews:**

This per crew unit bid item includes the mobilization of one disaster debris removal crew to the Operational Area, including:

- ★ Personnel, which shall consist of two operators and two labor personnel
- ★ Equipment, including at least one (1) excavator and (1) skid steer
- ★ Supplies such as water buffalos, male and female portable restrooms, and stand-alone hand sanitation stations for the duration of the overall operation.

Ancillary crews, such as rescraper crews, erosion control crews, or asbestos abatement crews, are not considered Disaster Debris Removal Crews for the purposes of this line item, and their mobilization shall not be separately compensated.

This is a community cost.

**Item 1b – Hazard Tree Removal Crews:**

This per crew unit item cost includes the mobilization of one hazard tree removal crew to the Operational Area, including all personnel, equipment, supplies, male and female portable restrooms, stand-alone hand sanitation stations, maintenance crews, water tenders/buffalo, and support crews for the overall project such as traffic control crews, for the duration the overall operation. A hazard tree removal crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees. Hazard tree removal crews shall consist of either a crane or rubber-tired and/or rubber tracked bucket rig, and a feller buncher, chipper, processing equipment, forklift, hauling equipment, and all required labor, operators, materials, and equipment to fall, process, and transport wood materials to end-users. The base unit personnel for a Hazard Tree Removal Crew are a maximum of seven (7) personnel and a minimum of two (2) personnel and relates to assigned crew numbers regardless of how the DDHTR Contractor utilizes its resources.

This per crew unit cost item also includes the mobilizing Log Deck/Yard Processing crew(s) to either of the Operational Area Divisions including all personnel, temporary scales, equipment, supplies, male and female portable restrooms, stand-alone hand sanitation stations, maintenance crews, water tenders/buffalo, and support crews for the



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

overall project, such as traffic control crews, for the duration of the overall operation. 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. Stair Platform, Ladders or lifts needed for truck load inspections shall be provided at Storage /Processing sites and end use facilities.

This Item also includes all supporting environmental and land use permitting, labor, equipment. This is a community cost.

### **Item 2 – Per Parcel Ash, Debris, Metals, and Incidental Soil:**

This item includes the removal, transport, and disposal of surface ash, which includes 3-6 inches of incidental soil (within the structural ash and debris footprint). It also includes the removal, transport, and disposal of burned debris, which consists of the burned home remains, including burned or partially burned furniture, personal belongings, metals (such as white goods, household appliances, and patio furniture, etc.), and unsupported walls, potentially dangerous trees, or chimneys that are hazardous to debris removal crews. This bid item does not include burned or partially burned stone, concrete, landscaping features, or statues. This bid item includes trench plating as needed to protect existing culverts and other improvements from damage by the DDHTR Contractor's equipment and trucks. The Contractor is responsible for fully assessing the parcel prior to bid and accounting for all site conditions in the bid.

This is an individual property cost.

### **Item 3 – Per Parcel Asbestos Removal and Disposal:**

This item includes the removal, transport, and disposal of asbestos and ACM. This Item is per APN for a fully equipped, three-person asbestos abatement crew to remove, transport, and dispose of the asbestos identified by the A&M Contractor's Certified Asbestos Consultant (CAC) and/or Certified Site Surveillance Technician (CSST). This item includes labor, personal protective equipment (PPE), appropriate protective temporary storage, disposal fees, truck rental, temporary storage box(es), mobilization and demobilization, travel-time, per diem, and fuel. The Contractor is responsible for fully assessing the parcel prior to bid and accounting for all site conditions in the bid.

This is an individual property cost.

### **Item 4 – Soil Removal, Re-Scrape:**

This item includes the removal, loading, and disposal of additional soils from an individual parcel that has been determined to be still contaminated with ash and Structural Debris. In accordance with the Special Provisions and direction from Madera County, this soil is removed from specific decision units or areas pre-marked by the A&M Contractor to meet the operation-specific cleanup goals described in the Special



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

Provisions. The bid unit is per APN. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading trucks with contaminated soil at the site and includes trucking and receiving facility fees.

DDHTR Contractor shall perform a re-scrape at the direction of Madera County on any parcel where cleanup goals have not been met, including re-scraping parcels multiple times.

Regardless of the number of re-scrapes required or the quantity of soil removed, this bid item will be paid only once per parcel and for no more than 15% of the total number of parcels where debris removal is performed. If Madera County elects to accept "Hazard Tree Only ROEs," defined as enrolled parcels where no structural debris removal is conducted, such parcels will not be included in the total number of parcels for re-scrape percentage purposes. Further re-scrapes necessary, as determined by Madera County, shall be performed without compensation. These compensation limitations do not apply to parcels where Madera County determines that cleanup goals cannot be met due to site conditions unrelated to the disaster, at the sole and exclusive discretion of Madera County.

This is an individual property cost.

### **Item 5a and 5b – Vehicles (Burned Hulks) abatement:**

This item includes providing adequate equipment and an operator to abate vehicles (burned hulks) and recycle them, which may include adjudicating vehicles onsite or transporting burned vehicles to an off-site collection point to adjudicate vehicles, draining and disposing of the fluids to an approved hazardous waste facility (if and as necessary), and ultimately transporting the vehicles to an approved recycling facility. The vehicles shall not be crushed prior to adjudication. If vehicles are to be hauled whole, they shall be bundled with a net to prevent items from falling from the vehicles into the roadway during transport. Abatement of vehicles from public rights-of-way may be requested by the County, if so, it may require coordination with traffic authorities, such as the California Highway Patrol, local law enforcement, or local code enforcement, such as scheduling of work based on availability of traffic authorities.

Additionally, the abatement of vehicles from public rights-of-way may require traffic control. This item is for any vehicle legally required to be registered with the State of California, including, but not limited to, passenger vehicles, light trucks, sport utility vehicles, motorcycles, all-terrain vehicles, utility and boat trailers, recreational vehicles, buses, boats and vessels, and construction and farm equipment. The bid unit is per vehicle removed, abated, and recycled.

### **Item 5a – Vehicles Adjudicated on Parcel:**

This is a per-unit vehicle cost item for vehicles adjudicated by CHP or state or local government on the parcel, allowing the vehicle to be abated by the DDHTR Contractor



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

during the typical course of debris removal operations, including transport to the receiving facility.

Includes receiving facility fees.

### **Item 5b – Vehicles Adjudicated Off-site:**

This is a per-vehicle cost for vehicles required to be transported to DDHTR Contractor's central consolidation and inspection site for adjudication by CHP or state or local government and then to the receiving facility, including any necessary storage and multiple instances of transportation prior to final transportation to the receiving facility. Includes receiving facility fees. Vehicles shall not be crushed prior to adjudication and may require Contractor to transport vehicle intact by towing to ensure preservation of VINs, based on the direction of the Madera County Contract Manager.

This is an individual property cost.

### **Item 6 – Per Property Concrete:**

This item includes the separation and loading of all eligible concrete from an individual property in accordance with the Special Provisions and direction from Madera County. The bid unit is per APN. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading concrete and reinforced concrete at the site into trucks and includes trucking and receiving facility fees. The concrete may include foundations, flatwork, driveways, OSC approved retaining walls, tanks, and other miscellaneous concrete items as required by the OSC. Includes sizing concrete to receiving facility specified size and cutting of protruding rebar pieces, as required by the receiving facility. Includes receiving facility fees.

This is an individual property cost.

### **Item 7 – Temporary Long Bridges:**

Bridges that the IMT agrees are necessary and are greater than fifty (50) feet in length, as determined by the ordinary high-water marks (as determined by the permitting agency(ies)) or existing damaged bridge pre-fire length, shall be paid by Madera County at 1.5 times the flat per parcel cost listed by the DDHTR Contractor as Bid Item No. 2 per IMT approved bridge setup. (Contractor shall be compensated pursuant to Bid Item #9 only once per bridge, regardless of how many parcels are accessed by the bridge). This cost includes mobilization, permitting costs, labor, materials, and equipment required for setup, takedown, and demobilization.

This may be either an individual property cost if only to access one property or a community cost if used to access multiple properties.



## 2022 FORK FIRE - RFP

### **Item 8 – Non-Working Days:**

This per crew unit cost item includes the costs of mobilizing and demobilizing personnel from debris removal crews and hazard tree removal crews for days designated as non-working days by the IMT. Do not count Sundays, every fifth Saturday, and Holidays as part of this bid item as they will not be compensated. This does not include days where work is impracticable due to weather conditions or other environmental factors. This will include unanticipated safety stand-down days as directed and authorized by Madera County.

The IMT shall notify the DDHTR Contractor of a Full Non-Working Day by 1700 on the calendar day prior to the calendar day of no work.

A partial Non-Working Day occurs when the IMT notifies the DDHTR Contractor after 1700 on the prior calendar day to the intended Non-Working Day, and the DDHTR Contractor has commenced with work on the intended Non-Working Day. A partial non-working day also occurs when the IMT notifies after 1700 on the prior calendar day to the intended Non-Working Day and the DDHTR Contractor has not commenced with work yet has mobilized in anticipation of the performance.

When 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 percent (100%) of the bid amount. Payment shall not be greater than 100 percent (100%).

### **Item 8a – Debris Removal Crews:**

This per crew per day item covers costs only for Disaster Debris Removal Crews, as listed in item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for days of non-work.

This item is not individually bid and is instead fixed at 1.5 percent (1.5%) of Item 2 per debris removal crew per day.

This is a community cost.

### **Item 8b – Hazard Tree Removal Crews:**

This per crew per day item covers costs for Hazard Tree Removal Crews, as listed in item 1b. Other types of crews, such as Log Deck / Yard Processing Crews, support crews, and all other equipment, labor, overhead expenses, are not eligible for compensation under this bid item.

This item is not individually bid and is instead fixed at 1.5 percent (1.5%) of Item 2 per tree removal crew per day.

This is a community cost.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

### **Item 9 – Delays:**

For this bid item, a “Delay” results from factors beyond the DDHTR Contractor’s control related to A&M Contractor error, unusual and unsafe materials discovered on the site, or other unforeseen environmental (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 radioactive Structural Debris, unexploded ordinance, explosives, hazmat spills or releases, mercury releases, unknown cylinders, dangerous or threatening residents or animals, or roadway accidents. The DDHTR Contractor shall notify the IMT within fifteen (15) minutes once the DDHTR Contractor becomes aware of a potential Delay. This bid item does not include weather impacts, which are not compensated.

Delays eligible for payment will be designated and approved by the OSC or designee, verbally or by electronic communication. These occurrences will be followed up with an email or other written correspondence before the end of the same working day. Delays eligible for payment will be designated and approved by the IMT in writing. Loss of productivity due to foreseeable conditions within the DDHTR Contractor’s control including, but not limited to, weather, poor planning, DDHTR Contractor error, labor shortages, traffic, safety violations, or receiving facility (disposal, recycling sites, 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.

### **Item 9a – Debris Removal Crews:**

This per crew per hour item covers costs only for Disaster Debris Removal Crews, as listed in Item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for delays.





**Item 9b – Hazard Tree Removal Crews:**

This per crew per hour item covers costs for Hazard Tree Removal Crews, as listed in Item 1b. Other types of crews, such as Log Deck / Yard Processing Crews, support crews, and all other equipment, labor, overhead expenses, are not eligible for compensation under this bid item.

The bid unit is per authorized delay per crew per hour and is intended to provide compensation for authorized Delays for up to 4-hours or while the crew mobilizes to a different property or leaves for the day, whichever represents less cost to the operation. Madera County reserves the right to direct the DDHTR Contractor to reallocate the DDHTR Contractor's resources to other Operation needs rather than incur delay costs.

This is a community cost.

**Item 10 – Hazard Tree Removal:**

This item includes the felling, processing, removal, transport to log processing and storage yard (when necessary), and to final end use facility for Hazard Trees, as described in this RFP and as identified by A&M Contractor Arborists. Hazard trees shall include so-called fire damaged "emergency trees" that Madera County may order removed before other trees due to immediate public danger, trees located on steep slopes or that may be difficult to access (for any reason), trees that may have been re-assessed for removal on properties that the DDHTR Contractor crews had previously completed hazard tree removal and subsequently mobilized to another property, or other such circumstance. Hazard Trees shall be paid for under one of two (2) bid items. This bid item shall also include any revenue anticipated to be realized by the DDHTR Contractor by the sale of all or any portion of these trees and the tree's wood material. This bid item does not include the "potentially dangerous trees" identified by the debris removal contractor on debris removal sites.

**OTHER PER PROPERTY SERVICES:**

**Item 11 – Property Owner Assistance:**

This item includes over 30-60 minutes of time required for homeowner assistance. Homeowner assistance requiring less than 30 minutes at a site will not be compensated. Property owner assistance is for activities such as sifting through burned structural debris to locate valuables, protecting or relocating minor items prior to site remediation, working around stone driveways, etc. The bid unit is per APN and is intended to provide limited hand labor and the use of minor equipment, but usually no excavator use or trucking. Larger equipment will be on standby during this activity, which should be included in the unit cost. Property Owners Assistance shall be approved by the OSC or designee prior to commencing with such assistance. Such assistance shall be conducted at the sole discretion of the OSC or designee.

This is an individual property cost.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

### **OTHER FINANCIAL PROVISIONS:**

The DDHTR 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 DDHTR Contractor shall not remove any tree that has not been previously identified, documented, and marked by Madera County's A&M Contractor. If any such tree is cut down by the DDHTR Contractor or the DDHTR Contractor's Subcontractors, the DDHTR Contractor shall forfeit ten thousand dollars (\$10,000) per tree. If a Contractor does not fell Trees in accordance with the terms of this contract, Madera County reserves the right to exercise appropriate remedies (which, at a minimum, may include withholding any payment for Trees associated with the breach of contract). The DDHTR Contractor is further responsible for any and all applicable fines which may apply to unauthorized removal of a tree. Remedies for unauthorized removal of trees will be strictly enforced and repeated or extensive violations may result in termination of this contract.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

### ATTACHMENT A - Required Bid Package Checklist

Prepare Required Bid Package Checklist to assist in the preparation of your Bid Package Bid Package must be submitted in the sequential order listed below:

#### **Bidder MUST submit on provided forms and/or forms included by reference**

- Attachment 1 – Cost Proposal
- Attachment 2 – Proposer Certification
- Attachment 3 – Proposed Subcontractors Lists
- Attachment 4 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended)
- Attachment 5 – Required Personnel Questionnaire, Organization, and Resumes
- Attachment 6 – Business Entity Requirement Questionnaire
- Attachment 7 – Bidder Reference Form
- Darfur Contracting Act (Included by reference)
- California Civil Rights Laws Attachment (Included by reference)
- Iran Contracting Act Verification Form (Included by reference)

#### **Additional Bid Requirements (Supplied by Bidder)**

- Bidders Bond
- Notarized Bondability Statement
- Experience Modification Rate (EMR) documentation
- IIPP and/or Health and Safety Plan (HSP)
- Letter(s) of Interest
- Letter of Intent for Workforce Development

**The following are Reference Documents and are not required at time of bid but must be adhered to by the successful Contractor during the contract period:**

ATTACHMENT B – Sample Standard Agreement, including Special Provisions

ATTACHMENT C:

**Reference Supplement 1** – Debris Operational Guidance, California Wildfire Asbestos Survey, 2021 Statewide Fires – Environmental Protection Plan\*

**Reference Supplement 2** – Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires (February 10, 2019) \*

**Reference Supplement 3** – 2022 Environmental Protection Plan (EPP)

\*Included by reference to: <https://www.calrecycle.ca.gov/disaster/wildfires/contractors/>



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

**Reference Supplement 4** - 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), California Department of Transportation (DOT) Revision 6 (Rev 6)

available at the following link: <https://dot.ca.gov/programs/safety-programs/camutcd>

**Reference Supplement 5** – 2022 List of Landfills.

***Please note that if any of the items are missing from the Proposal Package, the package will be considered incomplete and will be disqualified from the process.***

END OF CHECKLIST



**2022 FORK FIRE - RFP**

**ATTACHMENT 1 – COST PROPOSAL SCHEDULE**

**Cost Proposal Schedule**

**2022 FORK FIRE: STRUCTURAL DEBRIS REMOVAL & HAZARD TREE REMOVAL SERVICES**

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

\*This bid represents and is to include all elements as described under “**Description Cost Proposal Schedule – Bid Items**” in Section 2.

\*\* Prices shall be submitted in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR website (<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>) for General Prevailing Wage Rates as currently determined by the August 2021 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 Structural Debris and Hazard Tree removal program, or other factors.**

Item	Description	Est quantity	Unit price	Total
1	<b>Mobilization and Demobilization to/from Operational Area</b>			
1a	Disaster Debris Removal Crews	2	Per Crew	
1b	Tree Removal Crews	2	Per Crew	
2	Per Parcel Ash, Debris, Metals, and Incidental Soil	23	Per Parcel	



**2022 FORK FIRE - RFP**

Item	Description	Est quantity	Unit price		Total
3	Per Parcel Asbestos Removal and Disposal	13		Per Parcel	
4	Soil Removal, Re-Scrape	4		Per Parcel	
<b>5</b>	<b>Vehicles (Burned Hulks) abatement</b>				
5a	Vehicles Adjudicated on Parcel	60		Per Vehicle	
5b	Vehicles Adjudicated Off-site	1		Per Vehicle	
6	Per Property Concrete	25		Per Parcel	
7	Temporary Long Bridges	1	=1.5X Line 2	Per Bridge	
<b>8</b>	<b>Non-Working Days:</b>				
8a	Debris Removal Crews:	2	=1.5% x Line 2 Unit Price	Per Crew	
8b	Hazard Tree Removal Crews:	2	=1.5% x Line 2 Unit Price	Per Crew	
<b>9</b>	<b>Delays:</b>				
9a	Debris Removal Crews:	50		Per Crew/Hour	



OFFICE OF THE SHERIFF  
 COUNTY OF MADERA

**2022 FORK FIRE - RFP**

Item	Description	Est quantity	Unit price		Total
9b	Hazard Tree Removal Crews:	20		Per Crew/Hour	
<b>10</b>	<b>Hazard Tree Removal:</b>				
10	<i>All Hazard Trees removed</i>	300		Per Tree	
OTHER PER PROPERTY SERVICES:					
11	Property Owner Assistance:	25		Per Hour	
<b>GRAND TOTAL</b>					

**Acknowledgment/Authorization**

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for Madera County to award an Agreement. Additional acknowledgment 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 Madera County 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 Madera County in the verification of the recitals comprising this Bid and also hereby authorizes Madera County 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) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

**2022 FORK FIRE - RFP**

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	



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

### 2022 FORK FIRE - RFP

#### ATTACHMENT 2 – BIDDER CERTIFICATION

To: County of Madera

From: \_\_\_\_\_  
(Name of Firm)

The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment and to perform all work required in the manner and time prescribed herein and in such addenda as may be issued prior to bid opening date and 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](https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html)).

**IMPORTANT – READ BEFORE SIGNING:** Bidder Certification must be executed in the same name style in which the bidder is licensed. Joint venture bidders must meet the requirements described in the solicitation package. If making a bid as a joint venture, each person submitting the bid shall provide the information required in Item 1 with respect to their licensure. The undersigned Bidder certifies and agrees to provide the information and comply with the requirements contained in Items 1 through 9 on the following pages. By signing, Bidder swears under penalty of perjury that the conditions of all Items below are true.

Legal Name of Bidder \_\_\_\_\_

Federal I.D.# \_\_\_\_\_ CSLB# \_\_\_\_\_

DIR# \_\_\_\_\_ LTO# \_\_\_\_\_

Address \_\_\_\_\_  
(Street and/or P.O. Box, City, State, Zip)

E-Mail Address \_\_\_\_\_

Phone# \_\_\_\_\_ Alternate # \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone # \_\_\_\_\_

Admin Contact \_\_\_\_\_ Phone # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Authorized Representative

Sign Here \_\_\_\_\_ Date \_\_\_\_\_

Printed Name and Title of Signer \_\_\_\_\_



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

### 2022 FORK FIRE - RFP

**NOTE:** The prime *must* have an LTO (whether an individual prime or a JV). If a JV, at least one JV member must also have an LTO (see Item 1, below)

#### ITEM 1 – BIDDER’S BUSINESS IDENTIFICATION

This Bid is submitted by (check one)

- Individual             Partnership            Business Entity Number: \_\_\_\_\_
- Joint Venture         Corporation        Place and Date of Incorporation: \_\_\_\_\_
- Sole Proprietor

**NOTE:** If Bidder is a corporation, the State in which incorporated shall be inserted above and the legal name of the corporation shall be set forth on Page 1 of Bidder Certification, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporations; if Bidder is a Partnership, the true name of the firm shall be set for the on Page 1 of Bidder Certification, together with the signature of a partner authorized to sign the contract in behalf of the Partnership; and if Bidder is an individual, that person’s signature shall be placed on Page 1 of Bidder Certification. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with Madera County prior to opening bids or submitted with the bid; otherwise, the bid will be regarded as irregular and unauthorized. If the bid is submitted by a partnership or joint venture, the members are:

Members	SOS #	CSLB#	LTO (as applicable)	DIR#

Include additional page(s) and attach if more space is needed.

\_\_\_\_\_ # of Add'l Pages Attached

#### ITEM 2 – ADDENDA

In submitting this bid, Bidder represents that Bidder has examined copies of all the Contract Documents and acknowledges receipt of any Addenda as may have been issued prior to the Public Bid Open date.

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

### ITEM 3 – 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 they have 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 Madera County. 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 Madera County, or who may have a financial interest in the policies and programs of Madera County 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 Contractor and its subcontractors (if any) will be required to file statements of economic interests with Madera County upon award of the Contract. Madera County will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

CURRENT CLIENTS MEETING ABOVE CRITERIA (Identify as "NA" if no conflict exists) -

Client Name	Contract	Address	Phone

A determination by Madera County that a conflict of interest exists as a result of the disclosed relationships may be grounds for disqualification.

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



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

### **ITEM 4 – SUSPENSION AND DEBARMENT**

Bidder declares compliance 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).

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 Madera County. 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 Madera County, the County may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

### **ITEM 5 – CERTIFICATIONS AND ACKNOWLEDGEMENTS**

Bidder acknowledges and certifies to, under penalty of perjury, all the requirements and provisions as set forth in the Sample Standard Agreement, attached hereto.

Bidder swears 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 sections 10286 and 10286.1 and is eligible to sign an Agreement with Madera County.

Bidder 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 2 CCR section 8103;



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

### ITEM 6 – NONCOLLUSION AFFIDAVIT

#### 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 section 7106 if federally funded, or Public Contract Code section 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 Bid. Signing the Bidder Certification on the signature portion thereof shall also constitute a signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

#### Signature

---

Signature of Authorized Representative

---

Printed Name and Title



OFFICE OF THE SHERIFF  
 COUNTY OF MADERA

**2022 FORK FIRE - RFP**

**ATTACHMENT 3 – PROPOSED SUBCONTRACTOR LIST**

Listed hereinafter are the name, location, license number, and registration number of all first-tier subcontractors who will perform work or labor or render service in the completion of the Work as described herein in an amount in excess of one-half of one percent (1/2 of 1%) of total bid, and the kind of work which each will perform if the contract is awarded to the Bidder. All required licenses and registrations must be current and active at the time of bid.

(Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform.)

<b>Name/Contact</b>			
<b>Telephone</b>		<input type="checkbox"/> LTO copy attached (if applicable)	
<b>Email Address</b>			
<b>Work to be Performed</b>		%	
<b>DIR Registration #</b>		Subcontractor is for Hazard Tree Removal Function	<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>Name/Contact</b>			
<b>Telephone</b>		<input type="checkbox"/> LTO copy attached (if applicable)	
<b>Email Address</b>			
<b>Work to be Performed</b>		%	
<b>DIR Registration #</b>		Subcontractor is for Hazard Tree Removal Function	<input type="checkbox"/> YES <input type="checkbox"/> NO





OFFICE OF THE SHERIFF  
 COUNTY OF MADERA

**2022 FORK FIRE - RFP**

<b>Name/Contact</b>			
<b>Telephone</b>		<input type="checkbox"/> LTO copy attached (if applicable)	
<b>Email Address</b>			
<b>Work to be Performed</b>		%	
<b>DIR Registration #</b>		Subcontractor is for Hazard Tree Removal Function	<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>Name/Contact</b>			
<b>Telephone</b>		<input type="checkbox"/> LTO copy attached (if applicable)	
<b>Email Address</b>			
<b>Work to be Performed</b>		%	
<b>DIR Registration #</b>		Subcontractor is for Hazard Tree Removal Function	<input type="checkbox"/> YES <input type="checkbox"/> NO



OFFICE OF THE SHERIFF  
 COUNTY OF MADERA

**2022 FORK FIRE - RFP**

<b>Name/Contact</b>			
<b>Telephone</b>		<input type="checkbox"/> LTO copy attached (if applicable)	
<b>Email Address</b>			
<b>Work to be Performed</b>		%	
<b>DIR Registration #</b>		Subcontractor is for Hazard Tree Removal Function	<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>Name/Contact</b>			
<b>Telephone</b>		<input type="checkbox"/> LTO copy attached (if applicable)	
<b>Email Address</b>			
<b>Work to be Performed</b>		%	
<b>DIR Registration #</b>		Subcontractor is for Hazard Tree Removal Function	<input type="checkbox"/> YES <input type="checkbox"/> NO



OFFICE OF THE SHERIFF  
 COUNTY OF MADERA

**2022 FORK FIRE - RFP**

<b>Name/Contact</b>			
<b>Telephone</b>		<input type="checkbox"/> LTO copy attached (if applicable)	
<b>Email Address</b>			
<b>Work to be Performed</b>		%	
<b>DIR Registration #</b>		Subcontractor is for Hazard Tree Removal Function	<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>Name/Contact</b>			
<b>Telephone</b>		<input type="checkbox"/> LTO copy attached (if applicable)	
<b>Email Address</b>			
<b>Work to be Performed</b>		%	
<b>DIR Registration #</b>		Subcontractor is for Hazard Tree Removal Function	<input type="checkbox"/> YES <input type="checkbox"/> NO



OFFICE OF THE SHERIFF  
 COUNTY OF MADERA

**2022 FORK FIRE - RFP**

<b>Name/Contact</b>			
<b>Telephone</b>		<input type="checkbox"/> LTO copy attached (if applicable)	
<b>Email Address</b>			
<b>Work to be Performed</b>		%	
<b>DIR Registration #</b>		Subcontractor is for Hazard Tree Removal Function	<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>Name/Contact</b>			
<b>Telephone</b>		<input type="checkbox"/> LTO copy attached (if applicable)	
<b>Email Address</b>			
<b>Work to be Performed</b>		%	
<b>DIR Registration #</b>		Subcontractor is for Hazard Tree Removal Function	<input type="checkbox"/> YES <input type="checkbox"/> NO

**COPY OF LTO LICENSE MUST BE ATTACHED AS APPLICABLE FOR EACH HAZARD TREE REMOVAL SUBCONTRACTOR**

For more space, copy this page and attach it hereto to be made a part of the Bid Package

\_\_\_\_\_ number of additional pages are attached.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

### **ATTACHMENT 4 – 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: 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.

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.

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.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

**2022 FORK FIRE - RFP**

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

\_\_\_\_\_  
Date

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



**2022 FORK FIRE - RFP**

**ATTACHMENT 5 – REQUIRED PERSONNEL, ORGANIZATION, AND RESUMES**

Bidder shall complete the information below and **MUST** attach the following documentation in support of Attachment 5

1. *Organizational Chart indicating listed personnel (below) proposed role(s) are consistent with firm’s organization.*
2. *Resume of each of the personnel listed below*
3. *Current HAZWOPER and/or Refresher Certification for Operation Superintendent(s) and Health and Safety Officer(s)*

Bidder must have, at a minimum, the personnel classifications in the below categories. Joint Ventures, as a whole must collectively meet the required personnel requirement.

*\*If desired, bidders may list more positions via attachment; however, additional positions must be included and consistent with the organization chart attached hereto. A resume for each additional personnel must be attached. Personnel may not serve in multiple roles.*

Required Personnel	NAME	HAZ Attached	Resume Attached	Listed on Org Chart
Program Manager		NA		
Project Manager		NA		
Finance Chief		NA		
Operation Superintendent 1				
Operation Superintendent 2				
Health and Safety Officer				

\_\_\_\_\_ \*Additional Personnel (with Resumes) have been included via attachment. Personnel are indicated on Organizational Chart.

Bidder shall indicate “yes” or “no” for each of the below required personnel:

**PROGRAM MANAGER**

Minimum five (5) years’ experience managing, supervising, or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

- YES  NO





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

Minimum five (5) years' experience managing, supervising, or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

YES  NO

Bachelor's degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

YES  NO

Attached resume demonstrates Program Manager's requirements.

YES  NO

### PROJECT MANAGER

Minimum five (5) years' experience managing or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

YES  NO

Bachelor's Degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

YES  NO

Attached resume demonstrates Project Manager 1's requirements.

YES  NO

### FINANCE CHIEF

Minimum five (5) years' experience providing office administrative support in the following areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

YES  NO

If "NO" immediately above, then four (4) year college degree (equivalent or higher) from an accredited institution in accounting, finance, business, civil engineering, construction management, or related disciplines. If "Yes" immediately above, then check "Not Applicable."

YES  NO  Not Applicable

Attached resume demonstrates Finance Chief's requirements

YES  NO



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

### OPERATION SUPERINTENDENT 1

Minimum five (5) years' experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters

YES  NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year form in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

YES  NO

Attached resume demonstrates Operation Superintendent 1's requirements

YES  NO

### OPERATION SUPERINTENDENT 2

Minimum five (5) years' experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters.

YES  NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

YES  NO

Attached resume demonstrates Operation Superintendent 2's requirements.

YES  NO

### HEALTH AND SAFETY OFFICER

Minimum five (5) years' experience as a safety officer on construction, silviculture, forestry, debris removal, or disaster management operations.

YES  NO

Associate degree (equivalent or higher) in a discipline such as industrial or occupational health, timber harvest, disaster management, or related fields.

YES  NO

Attached resume demonstrates Health and Safety Officer 1's requirements

YES  NO



**ATTACHMENT 6 – BUSINESS ENTITY REQUIREMENT QUESTIONNAIRE**

The following questionnaire summarizes the Contractor's (or the Joint Venture's) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations. Check one box after each question as it applies.

Proposer must have, at a minimum, qualified contract experience as described in the following:

1. Is the Prime Contractor, including each Member of a Joint Venture, currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?  
 YES  NO  NA
2. Is the Joint Venture currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?  
 YES  NO  NA
3. Are all subcontractors representing any portion of the work in excess of one-half of one percent ( $\frac{1}{2}$  of 1%) of the prime contractor's total bid registered with the Department of Industrial Relations?  
 YES  NO  NA
4. Does the proposal package include (as additional bid submittal item) proof that the Bidder (except a newly formed Joint Venture without EMR history) meets the minimum Proposal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?  
 YES  NO  NA
5. If Proposer is a newly formed Joint Venture without EMR history, does the proposal package include (as additional proposal submittal item) proof that all Joint Venture members meet the minimum Cal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?  
 YES  NO  NA



**2022 FORK FIRE - RFP**

6. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been a party in any civil litigation or administrative proceeding alleging violation of any of the following: contract antitrust statutes, racketeering statutes, safety and health regulations, environmental laws, laws banning workplace discrimination, laws governing wages, hours or labor standards, or laws involving misrepresentation, fraud, theft, or any other act of dishonesty?  
YES NO NA
7. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been debarred, suspended, disqualified, denied a classification rating or pre-qualification, or otherwise been declared not responsible to or prevented from bidding or performing work on any public works contract or subcontract in the last five years?  
YES NO NA
8. Within the past five (5) years, has the Proposer been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?  
YES NO NA
9. Within the past five (5) years, has any surety company made any payments on the Proposer behalf as a result of default to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a Debris Removal or Hazardous Tree Removal project, either public or private?  
YES NO NA
10. Within the past five (5) years, has the California EPA or any Air Quality Management District or the State Water Resources Control Board or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which the Proposer was the contractor?  
YES NO NA
11. If "yes" to any of the questions #6-10, has the bidder provided additional page(s) containing explanations, details, and supporting documents (if applicable)?  
YES NO NA



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COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

### **ATTACHMENT 7 – CUSTOMER REFERENCE FORM**

#### **INSTRUCTIONS**

1. Proposers are instructed to complete Part 1 of the Customer Reference Form and certify that Proposer Firm has completed the work experience described. The customer reference email address must match and indicate the organizational entity's name. (e.g., If the organizational entity is the California Department of Motor Vehicles, the reference email must include @dmv.ca.gov, not @gmail.com). In the event the individual used for the customer reference has left the employment of the organizational entity at the time of validation, a person in a position to verify the entity's employees may verify the individual's past employment with that entity.
2. Customer Reference shall complete Part 2 of the Customer Reference Form.
3. Bidder must provide a minimum of three (3) qualifying experiences and references as described in the Instructions to Proposers.

#### **VALIDATION**

1. Madera County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Bidders are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Madera County's validation inquiries.
2. If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Madera County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Bidder's benefit to inform its references that they may be contacted by Madera County regarding this RFP during the anticipated review period and their quick response would be helpful to the Bidder's cause.



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COUNTY OF MADERA

### 2022 FORK FIRE - RFP

#### CUSTOMER REFERENCE FORM

PROPOSER'S COMPANY NAME: \_\_\_\_\_

#### PART 1: Proposer to complete PART 1

CUSTOMER REFERENCE NUMBER:

- Reference 1       Reference 2       Reference 3

Customer Reference	_____		
Company Name	_____		
Location	_____		
Contact Person	_____		
Contract Amount	\$	_____	
Date of Completion	_____		
Owner Contact	_____	Telephone	_____
(Reference)	_____	Email	_____
Secondary Reference	_____	Telephone	_____
(optional)	_____	Email	_____

1. What type of project (or similar) was performed by Proposer?

- Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up as a Prime Contractor.
- Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up as a Subcontractor.
- Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as a Prime Contractor.
- Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as Subcontractor.







**2022 FORK FIRE - RFP**

**PART 2:** Customers provide Part 2.

Customers provide their references via responses to the below questions. Madera County will contact references to verify information provided in Part 1 and Part 2.

1. Was the Proposer Company (named above) the Prime Contractor (named on Contract) or a Subcontractor (named in the Contract) that provided these services?

Prime Contractor Subcontractor Member of a Prime Contractor JV

2. Was the Proposer's team/personnel able to lead, coordinate, and perform structural debris and/or hazard tree removal operations with consistent maintenance and production of accurate financials, documentation, and reports?

Check one box: Yes No

3. Did Proposer's initial mobilization actions meet the needs of the project?

Check one box: Yes No

4. Was Proposer's quality of work and willingness to ensure the successful completion of the project satisfactory?

Check one box: Yes No

5. Was Proposer's ability to cooperate and communicate during to term of the project satisfactory?

Check one box: Yes No

6. Was Proposer's flexibility to address and successfully meet new and/or unexpected issues or expanded operational demands satisfactory?

Check one box: Yes No

7. Were you satisfied with Proposer's overall performance? Check one box:  
Yes No



OFFICE OF THE SHERIFF  
COUNTY OF MADERA  
**2022 FORK FIRE - RFP**

8. Additional comments to add to support the above:

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COUNTY OF MADERA

**2022 FORK FIRE - RFP**

# **ATTACHMENT B**

## **Sample Standard Agreement including Special Provisions**



## 2022 FORK FIRE - RFP

### AGREEMENT FOR FORK FIRE DISASTER DEBRIS AND HAZARD TREE REMOVAL SERVICES.

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_, by and between the County of Madera, a political subdivision of the State of California, ("County"), and [INSERT NAME OF COMPANY] ("Contractor"), pursuant to the following terms and conditions.

#### WITNESSETH:

#### 1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or \_\_\_\_\_, whichever is earlier.

#### 2. SERVICES

Contractor shall perform disaster debris and hazard tree removal services on parcels affected by the 2022 Fork Fire as described in Exhibit A, "Scope of Work," and Exhibit A.1, "Special Provisions", which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

#### 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$1,300,000.00 as set forth in Exhibit B, "Budget Details and Payment Provisions," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

#### 4. INSURANCE

**Contractor shall procure and maintain for the duration of this Agreement 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 Contractor, its agents, representatives, or employees.

##### A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

### **B. OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may

be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.



## **2022 FORK FIRE - RFP**

- (5) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.
- (7) **Verification of Coverage:** Contractor shall furnish County with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (8) **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **5. OLD HARMLESS/INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

### **6. INDEPENDENT CONTRACTOR**

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

### **7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)**

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

### **8. STATE AND FEDERAL TAXES**

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

### **9. AUDITS AND INSPECTIONS**

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

### **10. ASSIGNMENT**

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

### **11. NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

COUNTY:

Sheriff Tyson Pogue  
Madera County Sheriff's Office  
2725 Falcon Dr.  
Madera, CA 93637

### **12. COMPLIANCE**





## **2022 FORK FIRE - RFP**

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

### **13. PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

### **14. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

### **15. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

### **16. TERMINATION AND RIGHTS UPON TERMINATION**

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon [INSERT TIMEFRAME] calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.



## **2022 FORK FIRE - RFP**

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

### **17. NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

### **18. DISPUTES**

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Madera, State of California.

### **19. CAPTIONS**

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

### **20. NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

### **21. MANDATORY AND PERMISSIVE**

"Shall" is mandatory. "May" is permissive.

### **22. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

### **23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the



## **2022 FORK FIRE - RFP**

same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

### **24. OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

### **25. CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

### **26. AUTHORITY**

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

### **27. NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

### **28. NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other.

### **29. WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

### 30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

### 31. 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: Agreement (this document); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit A.1 – Special Provisions; Exhibit C – Required Clauses for FEMA Public Assistance Program Contracts; All Reference Documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**COUNTY OF MADERA**

**CONTRACTOR**

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David Rogers  
Board of Supervisor, Chairman

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[INSERT NAME/TITLE]

**COUNTERSIGNED:**  
(Government Code §25103)

**APPROVED AS TO FORM:**

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Karen Scrivner  
Chief Clerk to Board

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Regina A. Garza  
County Counsel



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

### **ATTACHMENT C – Reference Documents**

Additional reference documents can be found at this dropbox link:

<https://www.dropbox.com/scl/fo/m5l1be58i0u0ynk93zaww/h?dl=0&rlkey=mm3cbfq5u2iktjgzdb1tt6s0f>



**EXHIBIT A**

**SCOPE OF WORK**

DDHTR CONTRACTOR NAME (hereinafter referred to as “Contractor”, “Disaster Debris and Hazard Tree Removal Contractor”, or “DDHTR Contractor”) shall provide Disaster Debris and Hazard Tree Removal Services to Madera County (hereinafter referred to as the “County”) as described herein.

**The Operation Coordinators during the term of this Agreement will be:**

Madera County Contract Manager	TBD
Name <u>Joseph Wilder, Sergeant</u>	Name _____
Phone <u>559-675-7792</u>	Phone _____
Email <u>jwilder@maderacounty.com</u>	Email _____

**Direct all Agreement Inquiries to:**

Madera County Contract Analyst	TBD
Attention: <u>Joseph Wilder</u>	Attention _____
Address <u>2725 Falcon Drive, Madera, CA 93637</u>	Address _____
Phone <u>559-675-7792</u>	Phone _____
Email <u>Jwilder@maderacounty.com</u>	Email _____

**BACKGROUND**

The Fork Fire in Madera County destroyed a significant quantity of structures and damaged many trees, which now pose a hazard. The County of Madera will manage the coordinated removal of structural debris and hazard trees from the Fork Fire by implementing a county-led Consolidated Debris Removal Program. This agreement aims to provide structural debris removal and hazard tree removal services in Madera County.

The estimated number of residential properties destroyed in the Fork Fire is 25, and the estimated eligible hazard trees is around 300. The estimates above are only preliminary estimates; actual quantities are not guaranteed and may vary from the estimates substantially, either higher or lower, after the Contract is awarded.

Participation in the county clean-up program is generally voluntary for property owners whose properties are located within the delineated disaster area and who have qualifying debris. They are obliged to remove the structural debris and certain hazard trees on their properties but are not required to join the County program.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

Property owners can choose to contract privately and separately for structural debris and hazard tree removal or remove their structural debris and hazard trees themselves, pursuant to Madera County protocol.

Madera County is responsible for soliciting, obtaining, and processing Right of Entry Permits (ROEs) from each property owner who wants to participate in either or both the County's.

Structural Debris Removal and the Hazard Tree Removal functions. Madera County may also abate properties that do not comply with debris removal requirements. Abated properties may be cleaned through the County Program under this agreement. Public entities, such as municipal governments, school districts, and state agencies, may also enroll parcels in the clean-up Program.

The County of Madera does not control the ultimate number of property owners who enroll in the clean-up Program. As a result, none of the estimated Structural Debris or Hazard Tree quantities or overall contract dollar amounts are guaranteed by Madera County. The scheduled duration of the work is also not guaranteed by Madera County. The quantity of Structural Debris and/or Hazard Trees removed as part of these Operations and applicable to this RFP may change, based on the discretion of Madera County, site conditions unforeseeable to the County at the time of this RFP solicitation, property owner participation in the County Program, and other unanticipated factors. Potential bidders are advised to submit bid schedules accordingly, as no rate changes will be allowed for quantity variations.

The response to and recovery from these fires will be managed according to the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). All work under this agreement will be achieved in accordance with the Incident Command System (ICS). The County of Madera will stand up an Incident Management Team (IMT), which will oversee and direct all aspects of the work in support of the Contract Manager, as described more fully herein. The Contractor should be familiar with all relevant components of the ICS, including Incident Action Plans (IAPs), Incident Action Planning Process, and ICS organizational charts. An Incident Action Plan is a written plan that sets forth the incident objectives and reflects the tactics necessary to manage an incident during an operational period. The Contractor will be expected to actively participate in the ICS process, including at Tactics and Planning Meetings and through the development of IAPs.

The sample titles of the Incident Management Team Member positions are listed below. They are used throughout this Agreement for bid, evaluation, and identification purposes and may vary based on the specifics of this incident.

Using different titles, as Madera County dictates, shall not affect the required qualifications or rates of the various Contractor staff.





## 2022 FORK FIRE - RFP

Single Incident Title	
Incident Commander	
Deputy Incident Commander	
Operations Section Chief	
Deputy Operations Section Chief	
Branch Director	
Division Supervisor	
Task Force Leader	
Task Force	
Environmental Group Supervisor	
Planning Section Chief	
Deputy Planning Section Chief	
Finance Section Chief	
Deputy Finance Section Chief	
Logistics Section Chief	
Deputy Logistics Section Chief	

DDHTR Contractor shall work in close proximity to numerous other parties, such as utility companies, local and State government agencies, other County contractors, and private party structural debris removal and/or hazard tree removal contractors. The DDHTR Contractor shall coordinate with these other parties, in conjunction with the IMT, to minimize impacts or delays, including but not limited to full or partial availability of operationally key roadways (public and private), availability of water and other necessary utilities, and direct access to County program properties and their debris and hazard trees.

### ORDER OF OPERATIONS

The Disaster Debris and Hazard Tree Removal Services shall follow a sequenced, systematic approach to removing debris and hazard trees from each property, as described in more detail in Section 6 and the Special Provisions (Exhibit A.1), with the major responsibilities of the DDHTR Contractor, noted below. DDHTR Contractor shall work simultaneously with a separate contractor hired by Madera County to perform Disaster Debris Removal and Hazard Tree Removal Assessment and Monitoring Services, referred to below as "Madera County's A&M Contractor" or "A&M Contractor." The following describes the overall sequence of operations to provide structure and context for the DDHTR Contractor tasks and responsibilities described in Section 7.

#### Prior to Work

- Prepare Site-Specific Health and Safety Plans
- Prepare Hauling and Reuse/Disposal Plans and Hazard Tree Removal Work Plans to be approved by the IMT



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

- Review the Environmental Protection Plan, file appropriate environmental permits and timber harvest documents, and develop Environmental Work Plans
- Identify, prepare required documentation for, and secure applicable permits for temporary facilities and end-use facilities, to be approved by the County
- Train project personnel
- Debris Removal
- Remove asbestos-containing material as directed by the A&M Contractor, including knocking down chimneys and fire-damaged walls
- Conduct Debris Removal Pre-Work Inspection ("360 Site Walk") with the A&M Contractor on all properties prior to any work commencing
- Fell and remove "danger trees" that are preventing debris removal operations
- Remove pre-existing erosion control Best Management Practices (BMPs)
- Recycle burned vehicles adjudicated by law enforcement prior to crew arrival, transport vehicles offsite for adjudication by law enforcement (if applicable), or stage vehicles on plastic, outside the burn footprint, for future adjudication by law enforcement (if applicable), to be subsequently removed and recycled, as directed by the IMT
- Remove and recycle metals, dispose of ash and debris, recycle concrete, dispose of 3-6" of contaminated soil from debris footprints
- Finish grading/smoothing surface
- Remedy any nonconforming work identified by the A&M Contractor during the Debris Removal Interim Site Walk
- Rescrape additional soil from the property if necessary to meet clean-up goals
- Implement erosion control
- Remedy any nonconforming work identified by the Operations Section Chief (OSC) or designee during the Debris Removal Final Site Walk, which may occur subsequent to hazard tree removal

### **Hazard Tree Removal**

- Inspect hazard trees marked by the A&M Contractor and determine felling methods
- Conduct Hazard Tree Removal Pre-Work Inspection ("360 Site Walk") with the A&M Contractor on all properties prior to any work commencing
- Mark and photograph pre-existing downed timber and relocate on-site as necessary
- Fell, process, and remove hazard trees
- Apply erosion control
- Remedy any nonconforming work identified by the A&M Contractor during the Hazard Tree Removal Interim Site Walk (prior to crew mobilizing to next site)
- Remedy any nonconforming work identified by the OSC or designee during the Hazard Tree Removal Final Site Walk

### **DDHTR CONTRACTOR TASKS AND RESPONSIBILITIES**

The IMT will manage the operation in the field and operate under the ICS. Through Work Orders and Incident Action Plans, Madera County will direct the DDHTR



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

Contractor when and where these services are necessary. No work shall occur without a written and executed Work Order or Incident Action Plan.

The IMT will generally provide specific work assignments to the DDHTR Contractor through Incident Action Plans (IAP). The IMT will identify incident objectives for the next operational period through the incident action planning process. DDHTR Contractor may provide input and recommendations on incident objectives prior to execution of the IAP. DDHTR Contractor is responsible for completing all work specified in the IAP within the timeframe identified in the IAP. The DDHTR Contractor shall complete all work assignments on parcels and/or segments of the public right of way identified in executed IAPs or executed Work Orders to the satisfaction of the County. At its sole and exclusive discretion, Madera County shall determine and establish the scope of work necessary to properly remediate each parcel, as monitored by the A&M Contractor and informed by confirmation soil sampling.

**PRIOR TO BEGINNING WORK** DDHTR Contractor shall complete the following tasks:

### **Site-Specific Health and Safety Plan**

DDHTR Contractor shall, at all times, operate equipment and perform labor safely and professionally to ensure the safety of its employees and the public. DDHTR Contractor shall pay particular attention to operations around local roads and take all necessary precautions. DDHTR Contractor shall note the number of power lines crossing the site, dead trees, chimneys, and all underground utilities.

The DDHTR Contractor shall prepare a site-specific health and safety plan (H&SP), prepared and signed by a Certified Industrial Hygienist (CIH) or other certified health and safety professional (CSP). This H&SP shall be prepared and implemented for the DDHTR Contractors and subcontractors' field staff in coordination with County Health and Safety professional(s). The H&SP shall address the hazards described in the Scope of Work and the Special Provisions. The CIH/CSP will also review and approve a personal protective air monitoring plan, ensure its proper implementation, and review and approve a final report summarizing the air personal protective monitoring data, assessment, and results for the protection of the DDHTR Contractor's debris removal crews. DDHTR Contractor shall designate eating areas and supply hand and eye washing stations and mobile sanitary facilities for each project site.

The Site-Specific Health and Safety Plan shall also consider and address the COVID-19 (COVID) pandemic and how the DDHTR Contractors' crews will protect themselves and the community from contracting and spreading the virus. This includes activities both during operational workdays and after hours. This plan shall also consider and address the local and State public health agencies' COVID-19 protocols at the time of operation. At a minimum, Contractor's Health and Safety Plan shall include:

Contractor shall monitor [www.covid19.ca.gov](http://www.covid19.ca.gov) daily for updates and resources related to COVID.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

Contractor shall ensure all updated CDC and relevant County guidance are implemented as appropriate.

Contractor shall comply with all Cal/OSHA requirements specific to worker safety.

The DDHTR Contractor shall at all times be responsible for the protection of its employees, subcontractors, and members of the public impacted by the operation. A review of the DDHTR Contractor's H&SP by County staff shall in no way relieve the DDHTR Contractor of responsibility for compliance with all Federal, State, and local laws pertaining to health and safety.

The DDHTR Contractor's Project Manager and the assigned Safety Manager (can be the same person) shall be within the operational area whenever work is being performed unless otherwise authorized by the County. Given that ash may contain elevated levels of heavy metals and/or asbestos, the DDHTR Contractor shall set up an exclusion zone(s), including a "Hot" zone and "warm" zone, as much is feasible, around each debris removal site before removal and leave in place until the OSC signs off the site as clean. All personnel entering and leaving the exclusion zone shall be required to wear level "C" protective attire.

Those working outside but near the exclusion zone may be allowed to wear level "D" with N95 masks and coveralls depending on the work zone and hazard level, as described in the DDHTR Contractor's health and safety plan.

**Prior to site entry, the DDHTR Contractor shall ensure that:**

Adequate work planning, health and safety evaluation of the proposed work scope, safety planning (including an H&SP signed by an appropriate safety professional and reviewed by Madera County safety professionals), and operating procedures review has been completed. All personnel have been properly trained and briefed on hazards and procedures for the site to be entered.

Equipment and materials are on-hand to complete the work safely and efficiently. Proper site access authorization has been obtained.

Proposed operation employees have read and signed the H&SP.

The site has been wetted down between 24 hours and 48 hours prior to structural debris removal activities.

All site personnel and superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with 29 C.F.R. section 1910.120 and 8 CCR section 5192. The site superintendents shall have appropriate experience to perform the tasks outlined above adequately.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

The H&SP shall direct the preparation of personal air monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury in the operator's breathing zone.

### **Environmental Protection Plan**

The County will prepare an Environmental Protection Plan (EPP), developed to ensure that the structural debris removal and hazard tree removal functions are compliant with applicable local, State, and Federal laws, International Treaties, regulations, Executive Orders, statutes, permits, and policies not waived per the Proclamation, as agreed upon by the Secretaries of the California Environmental Protection Agency (CalEPA) and California Natural Resources Agency (CNRA) including, but not limited to, the California Environmental Quality Act, AB-52 Tribal Consultation, California Forest Practice Rules, the Federal National Environmental Policy Act (NEPA), Endangered Species Act Section 7, and National Historic Preservation Act Section 106 requirements. The EPP presents Best Management Practices (BMPs) and Avoidance and Minimization Measures (AMMs), respectively, for compliance with applicable state and federal environmental laws and regulations to expedite disaster recovery. An example EPP, addressing both structural debris removal and hazard tree removal functions, similar to the EPP anticipated for these operations, is included as part of this solicitation, Attachment C (for reference only). DDHTR Contractor shall implement the BMPs and AMMs described in the EPP throughout the Operation. The EPP will be included as an attachment to the RFP.

## **DDHTR CONTRACTOR TECHNICAL SPECIALISTS**

### **Environmental Compliance Liaison**

The DDHTR Contractor will assign an Environmental Compliance Liaison (ECL) who is responsible for ensuring that the DDHTR Contractor meets all of the environmental permit requirements and all EPP BMPs and AMMs are properly implemented across the Operation, including at all of the DDHTR Contractor's temporary facilities (including but not limited to: laydown yards, log processing and storage yards, materials processing, and transfer facilities, vehicle adjudication facilities, California Department of Transportation (DOT) inspection yards, and other temporary facilities as required for the Operation). The ECL shall also oversee the implementation of BMPs and AMMs for watercourse crossings and road improvement work.

The ECL is responsible for preparing and overseeing the appropriate implementation of the respective State and Federal BMPs and AMMs as specified in the EPP and as specified in other permits obtained by the DDHTR Contractor from local agencies for temporary facilities. The ECL shall also coordinate and implement necessary compliance actions throughout the life of the permit, as directed by the regulatory agency. The ECL is also responsible for terminating permits with the permitting agency and notifying the IMT when each permit is terminated.



### **Stormwater Specialist**

The DDHTR contractor will also assign a Stormwater Specialist who is a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) and who is familiar with rural and urban applications of erosion and sediment control. The Stormwater Specialist will oversee applicable work on roads, debris sites, and support facilities. They will manage NPDES compliance and will manage the response to accidental spills. The Stormwater Specialist will also coordinate the documentation of removal, maintenance, and deployment of intermediate and final erosion/sediment control and shall record such measures in a County designated or approved database in coordination with the A&M Contractor.

### **A&M Contractor Technical Specialists**

The A&M Contractor will provide resource monitors, including Registered Professional Foresters, biologists, and archaeologists, to assist in the oversight and implementation of the EPP and Timber Harvest Plan Exemptions during the Operation(s) for the purpose of protecting the environmental and cultural resources present. Local tribal nations may provide tribal monitors to assess for native artifacts that DDHTR Contractors' ground-disturbing activities may unearth. The DDHTR Contractor must follow the guidance of the resource monitors, as directed by Madera County to protect natural and cultural resources.

### **Environmental Work Plans**

The DDHTR Contractor shall prepare Environmental Work Plans (EWPs) for specific projects or components of projects detailing the planned means and methods and how those means, and methods will comply with applicable BMPs and AMMs, as may be identified by the A&M Contractor or the IMT. Requirements for EWPs include, but are not limited to:

Site location, by APN and street address, and site access and areas of environmental sensitivity (e.g., water courses, topography, special status species, and potential cultural resources).

Narrative description of work to be performed, including types of equipment and specific methods to be employed, and estimated start date (if known).

Maps and sketches showing the work site and planned operations with sufficient detail to identify access to the enrolled parcel, the parcel's boundaries, and watercourse crossings necessary to reach work sites. GIS mapping products may also be required.

Description of how, when, and where BMPs and AMMs will be implemented. Contingency plans in the event a planned BMP or AMM is not able to be successfully implemented, a new resource is identified, or other unforeseen circumstance arises.





## **2022 FORK FIRE - RFP**

DDHTR Contractor shall prepare and submit EWPs within seven (7) calendar days of notice by the A&M Contractor or IMT that such a plan is required. DDHTR Contractor may coordinate with the A&M Contractor but bears ultimate responsibility for preparing and implementing the plan. DDHTR will promptly respond to any feedback on the plan provided by the A&M Contractor or IMT and issue revised versions within the timeline prescribed by the IMT, which is not expected to exceed seven (7) calendar days.

### **FOREST PRACTICE RULES REQUIREMENTS**

#### **Timber Harvest Documents**

DDHTR Contractor, as the Licensed Timber Operator (LTO), shall be responsible for reviewing, signing, and implementing Timber Harvest Plan Exemptions, drafted by the A&M Contractor's RPF. Removing hazard trees from public ROWs and adjacent to private roads (if applicable) within these areas will require DDHTR Contractor to submit and sign a Timber Harvest Plan Exemption to CAL FIRE for each exemption area identified within the Forest Practice Rules.

#### **DDHTR Contractor's Liaison to the Registered Professional Forester**

Forest Practice Rules do not require the use of an RPF for the submittal or operations of the above identified Exemption Notices; however, there are specific Forest Practice Rule regulations (per 14 CCR sections 1038(b) and 1038.1, and 14 CCR section 1104.1) which prevent the use of the Exemption Notice in certain environmental situations. Since this Operation is being coordinated with other regulatory agencies, DDHTR Contractor shall provide an RPF who shall be responsible for preparing and submitting the Notices of Exemption. Disputes between DDHTR RPF and A&M Contractor's Lead RPF shall be resolved in favor of the A&M Contractor's Lead RPF.

The DDHTR Contractor's RPF shall oversee, monitor, and manage the hazard tree removal operations and related activities, and assure the operation follows the Forest Practice Rules and the Public Agency, Public and Private Utility ROW Exemption documents. The DDHTR Contractor's RPF is expected to sign and file on behalf of the Department, the Public Agency, Public and Private Utility ROW Exemptions for public agency removal of timber per 14 CCR section 1104.1 relating to conversion exemptions of the Forest Practice Rules. Upon execution and submittal of valid Public Agency, Public, and Private Utility ROW Exemptions to the appropriate Cal Fire RPF, DDHTR Contractor RPF's or Environmental Compliance Liaison shall provide written notification to the appropriate California Regional Water Quality Control Board (RWQCB) and the IMT.

#### **Hauling and Reuse/Disposal Plans**

The DDHTR Contractor shall prepare and submit a Hauling and Reuse/Disposal Plan (HRDP) as specified in the Operational Milestones. The IMT must approve the plan prior to starting structural debris removal operations in the specified area. The HRDP must account for the expected crew mobilizations described in later milestones. The DDHTR Contractor shall consider and, if directed to do by the IMT, adjust its plan based



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

on Traffic Management Plans or Assessments prepared by third parties such as the California Department of Transportation (Caltrans) or the A&M Contractor. This may include prohibiting or restricting hauling operations on certain roads or highways. The IMT, at its exclusive discretion, may direct the DDHTR Contractor to adjust hauling plans during the operation if an unforeseen traffic or safety concern arises. No compensation shall be provided as a result of such changes. Each plan shall address the following:

Proposed primary and alternate end-use locations for all waste streams (except timber). Proposed locations and site plans for any Temporary Debris Management Sites or other temporary facilities (including facilities for segregated materials, such as ash and debris, concrete, and metal recycling).

Haul routes from the disaster area to the temporary facilities and end-use locations are presented as map graphics and GIS datasets. Haul routes must be identified with sufficient detail to permit the A&M Contractor to perform pre-work assessments.

Listing of planned trucking resources to support the Hauling and Reuse/Disposal Plan.

Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes.

### **Hazard Tree Removal Work Plans**

DDHTR Contractor shall submit a Hazard Tree Removal Work Plan (HTRWP) to the IMT describing its proposed approach for hazard tree removal operations in specific areas of the County as directed by the IMT. The IMT may direct that a single HTRWP be submitted for the entire Operation or that individual HTRWPs be submitted for specific geographic areas.

The HTRWP shall include the following:

Description of proposed means and methods, including types of equipment to be used  
Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew.

Listing of any proposed TLSPS, and site plans for any proposed sites as described in the Special Provisions

Listing of proposed end-use facilities

Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

### **Water Source**

DDHTR Contractor shall obtain any necessary water use permits, comply with permit conditions, and monitor water usage from hydrants using a meter or other required and approved method of tracking water usage. DDHTR Contractor shall pay connection fees, water meter fees, and use fees charged by water purveyors.

### **Underground Utilities**

DDHTR Contractor shall notify Underground Services Alert (USA) at least 48 hours prior to conducting any ground-disturbing activities, such as debris removal. DDHTR Contractor shall also check for underground utilities by using an independent private utility locator service for private ROWs, if necessary.

### **Secure Lodging**

Bidders may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall bear the cost of such lodging choice. Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in this agreement and Exhibit A.1. Further, Contractor shall maintain records of all costs incurred for operating any such temporary housing facility (such as invoices, purchase orders, and receipts), and provide these records to Madera County upon request. This documentation must sufficiently allow for the cost of operating a temporary housing facility to be segregated from other operational costs and shall include a summary spreadsheet clearly showing these costs.

### **Identify material disposal and recycling options**

DDHTR Contractor shall identify all material disposal and recycling facilities used during debris and hazard tree removal, subject to approval by Madera County. Ash, debris, and contaminated soil shall be disposed of at Class III lined landfills approved by the Regional Water Quality Control Board and CalRecycle, in its regulatory capacity. Contractor shall be responsible for coordination with all landfills, including fulfillment of waste characterization requirements.

Metals and concrete shall be taken to recycling facilities unless otherwise directed by the County.

### **Identify and establish temporary facilities**

DDHTR Contractor shall identify and establish temporary facilities. A temporary facility is any facility established by the DDHTR Contractor (or any subcontractor of the DDHTR Contractor) during the course of this agreement for the purpose of supporting work conducted under this agreement. Temporary facilities include, but are not limited to, equipment staging areas, material staging areas, Central Vehicle Adjudication Facilities, material staging/processing sites, Temporary Debris Management Sites, Temporary Log Storage, and Processing Sites, and basecamps. Before use, all



## 2022 FORK FIRE - RFP

temporary facilities must go through the Cal OES Environmental and Historic Preservation (EHP) review processes and/or local environmental permit review. Where applicable, DDHTR Contractor shall consult with Cal OES EHP to determine if the proposed action is considered a temporary facility subject to the requirements below or should be addressed through an Environmental Work Plan. When requesting a new temporary facility, the DDHTR Contractor shall provide:

### Site-Specific Plan, which includes:

- Address/Location
- Aerial map with topographical features that illustrates property boundaries and land uses A description of the site A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.
- A description of necessary Best Management Practices to be deployed.
- Coverage under the appropriate National Pollutant Discharge Elimination System Permit - Industrial General Permit or Construction General Permit (as appropriate) from the Regional Water Board, and develop a Storm Water Pollution Prevention Plan (SWPPP)
- Caltrans Encroachment Permit if ingress/egress will be made from a State Highway County or Municipal Encroachment Permit if ingress/egress will be made from a county or municipal roadway
- County permits secured (Zoning, Conditional Use, Administrative Use, Grading, etc.) and confirmed with County
- Other County requirements, as applicable by ordinance (air quality control plan, dust control plan, etc.)
- If applicable, due to work in a wetland, or watercourse, any Section 404 and 401 of the Clean Water Act permit, Fish and Game Code Section 1600 Lake and Streambed Alteration Agreement (if not suspended), as well as provide evidence of compliance with Executive Order 11990 Protection of Wetlands, and Executive Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains N/A
- Documentation that the site is not on the Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) "Cortese list."
- Additionally, the DDHTR Contractor shall assist the A&M Contractor in performing and documenting in the IMT-designated database the following:
- Site assessment by a qualified biologist for Federal Endangered Species Act and California Endangered Species Act
- Provide CNDDDB and ECOS Critical Habitat review
- Provide documentation of a field visit with photographs and notes Proof of any consultation with the CA Department of Fish and Wildlife
- Proof of any applicable permits (for example, Regional General Permits for Clean Water Act Sections 401 and 404, California Department of Fish and Wildlife Lake and Streambed Alteration Agreements)
- Documentation of an archaeological site assessment by a Qualified Secretary of Interior Archaeologist. If necessary, applicable tribal nations shall also review the proposed temporary facilities.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

- Additional requirements for Temporary Facilities are provided in Exhibit A.1 Special Provisions. DDHTR Contractor is responsible for implementing requirements for Temporary Facilities as listed in both this Exhibit and the Special Provisions.

### **Establish Central Vehicle Adjudication Facilities (CVAFs)**

While Madera County does not anticipate the need for a CVAF, if requested by the IMT, the DDHTR Contractor shall provide the County with one or more locations where the state or local government can safely verify VINs for each vehicle as described in the Special Provisions (Section 4.10). These facilities shall be referred to as "Central Vehicle Adjudication Facilities." Vehicles removed from the public right of way, or as otherwise directed by law enforcement, shall be stored separately from private property vehicles, shall be retained on-site for a period of time (as established by the IMT, but generally, fifteen days), and may be recovered by the property owner from the CVAF if permitted by law enforcement. If necessary, the DDHTR Contractor shall assist property owners in recovering vehicles, such as by loading them onto trailers.

- Each CVAF needs to be sized to accommodate vehicle storage to support the following: Vehicle delivery rate,
- Vehicle abatement rate,
- Vehicle removal rate for recycling.

For this solicitation, it is assumed that the DDHTR Contractor shall provide a vehicle capacity of up to 200 vehicles to be temporarily stored on-site.

### **Inspect Trucks**

DDHTR Contractor shall have all operational trucks (including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project) inspected by A&M Contractor's DOT truck inspectors prior to use on the operation. After each 30-day period, 10% of the commercial trucks (as selected by Madera County or it's A&M Contractor) will be re-inspected per DOT Level 1 requirements.

DDHTR Contractor shall provide a safe location for all DDHTR Contractor's trucks and road equipment to be DOT inspected by A&M Contractor's DOT Inspectors. DDHTR Contractor shall also provide basic facilities, such as portable restrooms, for the DOT Inspector's use.

### **Mobilization**

DDHTR Contractor shall mobilize each Debris Removal Crew or Hazard Tree Removal Crew to the project site, including all personnel, equipment, supplies, portable restrooms, hand sanitation stations, maintenance crews, water tenders/buffalos, haul trucks, overhead/management personnel, and support crews for the duration of the project, as outlined in Section 11 "Operational Milestones, Mobilization Requirements, and Metrics," or as otherwise directed by the IMT.



## **TRAINING**

### **Health and Safety**

The DDHTR Contractor's health and safety officer and supporting team shall provide health and safety training for all incoming debris removal and hazard tree removal crews prior to their being deployed into the field. The training will be reviewed prior to its presentation to the crews by the IMT's Health and Safety (H&S) Officer. The IMT's H&S Officer shall be present for these kickoff safety trainings.

### **Debris Removal Crews**

Prior to commencing debris removal, each debris removal crew will be trained by the DDHTR on the order and required methods of debris removal described in this Scope of Work and the Special Provisions. The training shall be pre-approved by the OSC or designee. The OSC may elect to personally deliver or participate in the training or identify a designee. Of key importance is when and how the initial soil scrape is conducted. Crews that do not follow the order and methods described in the training, without cause, will be removed from the Operation at the direction of Madera County.

## **FUNCTIONS**

### **Structural Debris Removal Overview**

DDHTR Contractor shall safely remove and recycle or dispose of burned structural debris (including asbestos), burn ash, recyclable metals, vehicles, concrete, and contaminated soil, as well as provide related support services, such as dust control, traffic control, installation of erosion control, and the removal of trees hazardous to the structural debris removal crews specifically. The structural debris removed from properties shall be segregated on each property, loaded into trucks containing only one material type, and transported to designated end-use/disposal facilities. Ash and debris will be disposed of at IMT-approved landfills capable of and permitted for disposing of such wastes. DDHTR Contractor shall select the disposal facility, subject to approval by the IMT, and be responsible for the disposal of all ash and debris in compliance with all applicable laws. If the DDHTR Contractor proposes to use a landfill outside of California, it must provide evidence that the disposal of fire debris at the requested facility is allowable under the receiving state's laws. The IMT will not negotiate with out-of-state landfills on the DDHTR Contractor's behalf. All other reusable or recyclable materials will be taken to recycling facilities determined by DDHTR Contractor, subject to approval by the IMT. Each material type shall be tracked separately (material quantities and costs by the A&M Contractor) to meet the overall objectives of this Operation and to track costs incurred to clean up each property.

The types and quantities of structural debris removed and disposed of vary depending on the actual property size, use, and site characteristics. These quantities are not guaranteed, and variance from these quantities, whether on an individual parcel or in



aggregate, shall not be considered grounds for a change order or additional compensation.

Exhibit A.1, Special Provisions, details some of the means and methods that the DDHTR Contractor is expected to carry out. The overall structural debris removal function, including the management and tracking of materials removed and recycled or disposed of from each property, is listed below.

## **SPECIFIC TASKS**

### **Utility Location**

Check for underground utilities by alerting Underground Service Alert (USA) for public right of way. If necessary, check for underground utilities by using an independent private utility locator service for private right-of-way.

### **Asbestos Abatement**

Knock down chimneys and/or partial walls, as directed by the OSC or designee, to allow safe access to the debris footprint for CAC/CSST to assess for asbestos- containing material (ACM) in the debris. Remove gross asbestos-containing materials for those properties where asbestos is found or suspected, as identified by the A&M Contractor's CAC/CSST.

If necessary, prepare Asbestos Abatement Work Plans for review and approval by the IMT and/or regulatory agencies. Coordinate with regulatory agencies as needed, make all required notifications, and file all necessary permit documentation for demolition and asbestos abatement.

DDHTR Contractor shall complete asbestos abatement operations on each parcel that asbestos abatement is required on within seven (7) working days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. The IMT may provide exceptions to this requirement during project startup if a significant quantity of parcels are ready for asbestos abatement at the time of NTP. However, in such an event, DDHTR Contractor shall address the backlog and become compliant with the seven (7) day metric within three (3) weeks of NTP. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

### **Structural Debris Removal**

Prior to any structural debris removal activities, DDHTR Contractor shall conduct a 360 degree Site Walk with the A&M Contractor's TFL and DS to review any comments or special requests from the property owner on the ROE and verify the extent of the property with a review of the Site Assessment Report, point out locations of items to protect or stay away from (septic tanks, leach fields, water wells, mines, drop-offs, large propane tanks, etc...). The property owner may also participate in the Site Walk. Unless otherwise directed by the IMT, the DDHTR Contractor shall comply with all requests





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

made by the property owner on the ROE to the extent these requests are intelligible. If the DDHTR Contractor has a question or concern about a request on the ROE, it must notify the A&M Contractor's TFL and request guidance on how to proceed.

- Determine how and where to load the trucks. Determine the limits of an exclusion zone.
- Stake and tape off exclusion zones and maintain until all areas within the exclusion zone have met the clean-up goals.
- Fell danger trees that are an imminent threat to the County Debris Removal Operation. For the purposes of the Structural Debris Removal Function, a "danger tree" (also referred to as a "potentially dangerous tree") is defined as a tree that poses a risk to or prohibits access for the A&M Contractor, the Structural Debris Removal contractor or their sub-contractors. The felling of these trees is included in Bid Item #2 and not separately compensable under the Hazard Tree Removal Bid Items.
- Collect, consolidate, and remove erosion control BMPs (wattles, etc.) placed post- disaster, remove ash and debris sediment collected by them, and dispose of with ash and debris.
- Remove burned vehicles for recycling or disposal. Vehicles may have been previously adjudicated, in which case they may be crushed on-site and transported for recycling. Alternatively, vehicles may need to be transported to a Central Vehicle Adjudication Facility for adjudication prior to recycling. These vehicles cannot be crushed and may need to be carefully handled or towed intact to preserve VINs, per the direction of the County. Alternatively, vehicles may need to be placed onto plastic outside of soil sampling footprints and left on-site for future on-site adjudication and subsequently removed by the DDHTR Contractor. DDHTR Contractor shall complete vehicle removal at any point during the operation, as directed by County. DDHTR Contractor shall not receive additional compensation for variations in sequencing/timing of vehicle removal due to delays caused by law enforcement. The IMT may also direct the DDHTR Contractor to remove vehicles from the public right-of-way. These vehicles must be tracked separately. Vehicle removal is described more fully in Special Provisions Section 4.10.
- Collect, consolidate, remove, and transport metals for recycling, including burned tanks (for example, propane tanks) of any size. As necessary, de-valve and make tanks safe prior to disposal, which may require specialized training or equipment. Collect, consolidate, remove, and transport ash and debris for disposal. DDHTR
- Contractor's equipment operator shall minimize the mixing of ash, debris, and
- concrete with the underlying soil.
- Collect, consolidate, remove, and transport concrete for recycling
- Collect, consolidate, and remove 3-6 inches, as determined by the County Engineer or OSC, of residual ash-impacted soil from the debris site for disposal to remove fire- caused contamination. Contaminated soil from the ash and debris footprint shall be removed for disposal or landfill reuse for cover soil.



## 2022 FORK FIRE - RFP

- All Debris Removal Crews shall be properly equipped and supported by sufficient haul trucks to be productive for the duration of the operational hours on each workday. Each Debris Removal Crew is expected to off haul approximately 200 tons of metals, ash and debris, concrete, and/or residual ash impacted soil per workday. The IMT will compare each Debris Removal Crew's daily off haul, as recorded by the A&M Contractor, against this benchmark to determine if, in general, the Debris Removal Crew is performing to the satisfaction of the County. It is understood that certain necessary tasks, such as establishing access, on-site sorting, and consolidation, provision of property owner assistance, or implementation of BMPs and AMMs, may result in reduced off-haul on certain days. The IMT, in its sole and exclusive discretion, shall determine whether a Debris Removal Crew has good cause not to meet this benchmark. An inability by the DDHTR Contractor to provide sufficient trucks shall not be considered a good cause. As necessary to meet this benchmark, the DDHTR Contractor shall negotiate extended working hours with end-use facilities, propose extended operational hours to the IMT, and/or establish pre-load/truck staging yards (with the pre-approval of the IMT). If the IMT determines a crew is not consistently meeting this benchmark without good cause, the IMT may order the Debris Removal Crew demobilized from the project, and a new Debris Removal Crew mobilized in its place. Repeated failure to meet this benchmark shall be considered a breach of this agreement.
- Cap all opened or damaged sewer lines, wells, and/or water lines. Cover all exposed septic tanks with plywood, and if applicable, for health and safety purposes, fence off with a temporary safety fence, as described in the Special Provisions.
- Finish grading/smoothing ground surface (if applicable). Multiple burned areas should not be smoothed together to avoid cross-contamination of soil.
- Once the DDHTR Contractor believes all the above-listed tasks are complete, they will notify the A&M Contractor's TFL. The A&M Contractor TFL, together with DDHTR Contractor's foreman, shall walk the debris footprint area to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. Once the foreman and TFL concur that work appears complete, the TFL should notify the A&M Contractor DS and/or Branch Director (BD) to conduct the Debris Removal Interim Site Walk (ISW), which will confirm whether the site is sufficiently clean and cleared for soil sampling. If any remaining work is identified during the ISW, the DDHTR Contractor shall immediately remedy it. Once the site has passed the ISW, the DDHTR Contractor's crew shall mobilize to the next assigned site on the County Planning Section Chief's (PSC's) runway. The DDHTR Contractor should expect to experience some delays while awaiting A&M Contractor and IMT personnel to respond and conduct the ISW. No compensation shall be provided for this delay.
- The determination of a "legacy trash" site (an on-property dump site that was present prior to the wildfire incident) will be determined at the sole discretion of the OSC.



## 2022 FORK FIRE - RFP

- Prior to forecasted storm events, the DDHTR contractor shall install temporary BMPs on active properties near stormwater conveyances, as directed by the OSC. Document the placement of these BMPs in coordination with the A&M Contractor. DDHTR shall be prepared for and provide all equipment, personnel, and training necessary to respond to a spill or leak, including erosion/sediment control materials, PVC pipe fittings, associated tools, and spill kits that can handle a spill of up to 1,000 gallons of any material. Spills and leaks may include but are not limited to broken water lines, trucks turned over in a water course, or broken fuel/hydraulic lines. If directed by the IMT, the DDHTR Contractor shall provide water quality and soil testing as part of the spill response. The DDHTR Contractor shall be responsible for the cost of such testing if the A&M Contractor's material testing services are utilized. The DDHTR Contractor is also responsible for notifying the IMT of the spill and, if directed to do so by the IMT, notifying the California State Warning Center.
- DDHTR Contractor shall provide Personnel Air Monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury will be required in the operator breathing zone, per the DDHTR Contractor's Health and Safety Plan.

### Conduct Rescapes

- A. The A&M Contractor will conduct confirmation soil sampling of the parcel. If the results indicate that the soil clean-up goals are exceeded, the OSC or designee will direct the DDHTR Contractor to remove and dispose of another layer of soil from the specific area(s) that exceeded these goals. The OSC or designee will provide exact specifications as to how much soil the DDHTR Contractor is to remove and from which areas. These areas will then be re-sampled by the A&M Contractor. DDHTR Contractor shall not be compensated for costs associated with delays in the soil sampling process.
- B. The DDHTR Contractor will only be eligible for compensation for up to one (1) re- scrape per parcel. By no means shall County reimburse the DDHTR Contractor for rescapes that exceed 25% of the total number of parcels subscribed to the program. These compensation limitations do not apply to parcels where the County determines that clean-up goals cannot be met due to site conditions unrelated to the disaster, at the sole and exclusive discretion of the County.
- C. DDHTR Contractor shall complete rescape operations on each parcel that a rescape is required on within seven (7) days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.





### **Implement Erosion Control**

Once Madera County has deemed the property ready for erosion control, The DDHTR Contractor shall remove the exclusion zone delineation (red tape and stakes) and prepare the site for final erosion control.

DDHTR Contractor shall provide all materials and labor for all placement and installation of erosion control devices and hydro mulching after each property has been cleared of structural debris and approved by the OSC, or designee, for erosion control, as identified in the EPP and the Special Provisions.

Application of erosion control shall follow Natural Resource Conservation Service recommendations:

- The type and amount of mulch and tackifier are selected to provide a minimum of 70% surface cover that will remain in place for at least one growing season.
- Application rates in the range of 2,000 to 3,000 pounds of wood fiber mulch and 75 to 100 pounds of Guar (or equal product that provides sufficient, biodegradable, and environmentally safe alternative, as approved by the IMT) based tackifier per acre are typical.
- Use of weed-free straw may be used by permission of the OSC where hydromulch proves impractical or impossible to apply. Crimping or a tackifier will need to be used to make the straw an effective alternative.
- DDHTR Contractor shall complete erosion control operations on each parcel where erosion control is required within seven (7) days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

### **Final Site Walk**

The OSC or designee will conduct a Final Site Walk of each parcel. The Final Site Walk is an inspection requirement to ensure that all work meets the standards of the Contract, the EPP, and the Special Provisions. If the OSC or designee identifies any nonconforming work during the Final Site Walk, the DDHTR Contractor shall promptly remedy the deficiency to the OSC's satisfaction.

### **Considerations for Commercial and Public Properties**

Commercial and public properties, including businesses, industrial sites, mobile home parks, and facilities owned by public agencies, can be included in the County Program. The A&M Contractor shall identify hazardous levels from commercial properties by a waste profile. Profiles are done to determine the debris classification, which determines the end-use facility. The results from the profile determine whether they shall be designated as residential waste, California Hazardous Waste (Cal Haz), or California Hazardous and Resource Conservation and Recovery Act (RCRA) waste. Then DDHTR Contractor shall coordinate with the California Department of Toxic Substance Control



## **2022 FORK FIRE - RFP**

(DTSC), United States Environmental Protection Agency, or any other entity directed to assist in the removal of the hazardous waste. DDHTR shall create a work plan that defines the tasks to be performed by DDHTR, A&M Contractor, and DTSC and present the sequencing so that the building debris is properly removed and disposed of in an efficient manner with the completion of confirmation soil sampling to document the successful removal, to be approved by the Contract Manager.

The DDHTR Contractor shall be responsible for removing all non-RCRA hazardous waste. The DDHTR Contractor shall provide appropriate training and PPE to facilitate their role in the operation, which may include working in proximity to hazardous waste operations conducted by others. The Special Provisions provide additional requirements for the management of hazardous wastes.

### **Function 2 - Hazard Tree Removal Overview**

The Hazard Tree Removal Function's purpose is to protect the general public, public infrastructure on public properties, public ROWs, and other areas approved by County. DDHTR Contractor shall perform all hazard tree felling, processing, and transport to DDHTR Contractor-sourced and IMT-approved TLSPS and/or directly to the end-use facilities, including all supporting services, as required by applicable local, state, and federal laws.

DDHTR Contractor shall transfer ownership of the tree materials to the end-use facility. The DDHTR Contractor shall comply with all applicable Forest Practice Rules. The Public Agency, Public and Private Utility Right of Way Exemption may apply to Hazard Tree Removal activities.

The Hazard Tree Removal Function will be completed in a manner that does not negatively impact the Structural Debris Removal Function. Hazard trees shall not be felled into or dragged through debris fields or active soil sampling decision units. As directed by the IMT, this may result in the Hazard Tree Removal Function being completed after the confirmation soil sampling process is complete on a parcel if hazard trees cannot be felled and removed without disturbing the sampling footprints. Alternatively, the Functions may be completed concurrently if they will not negatively impact one another.

The requirements for Hazard Tree Removal are described more fully in Exhibit A.1 Special Provisions, Section 8, Hazard Tree Removal Operations. Contractor's failure to perform any Hazard Tree task(s), as set forth below, shall render the Contractor ineligible for Hazard Tree unit compensation (for example, use of unpermitted end use facilities, use of unapproved equipment, or no pre-approval of TLSPS).



## 2022 FORK FIRE - RFP

### Specific Tasks Pre-Inspection

- A. Follow the Public Agency, Public, and Private Utility Right of Way Exemption requirements under the Forest Practice Rules and any local ordinances that specifically address the debris and or hazard tree recovery efforts.
- B. Conduct pre-inspection tasks, as described in Special Provisions Section 8.5, to include:
- C. Verify clear access to trees on each assigned property prior to sending Hazard Tree Removal Crews to the assigned property.
  - a. Determine if any trees require specialty equipment for removal and notify the OSC or designee prior to sending Tree Removal Crews to the assigned property
  - b. Identify and notify the OSC or designee if there are watercourses that either need to be crossed to access a property or are near any trees to be removed on a property for which the IMT has received a valid ROE.
- D. Support work management process and conduct all tasks identified through work management tasks in the timeframes prescribed by the IMT, as described in Special Provisions Section 8.4.

### Felling and Removal

Conduct all-hazard tree felling and removal tasks, as described in Special Provisions Section 8.6. Conduct pre-work walk (360 site walks) with A&M Contractor TFL, as described in Special Provisions Section 8.6.1

Provide reasonable access to the A&M Contractor to perform their tasks, as specified in the Special Provisions or as otherwise directed by County. Provision of this reasonable access may impact the DDHTR Contractor's operational efficiency.

Document and mark all downed hazard trees, timber, or other woody material on-site prior to the start of hazard tree felling, such as material resulting from utility line clearance operations or work conducted by the landowner. DDHTR Contractor is not responsible for removing this material but is responsible for handling and relocating it on-site as required to fell, process, and remove eligible hazard trees.

Fell, process, and remove all hazard trees, as specified in Special Provisions Section 8.6.3. As described in the Special Provisions, felling, processing, and removing hazard trees must be conducted as part of a singular operation rather than multiple discrete steps, as described in Special Provisions Section 8.6.3 and unless otherwise authorized by County. Depending on the voltage, all trees will be felled within the public utility prescribed distances from a public utility power pole or power line.

Apply erosion control to the site as necessary to comply with California Forest Practice rules, permit(s) requirements, the EPP, best management practices, industry practices, and the directions of the IMT. Erosion control methods must be appropriate for site conditions. If requested by the IMT, DDHTR Contractor shall provide evidence as to why the proposed erosion control method is appropriate for the site based on the



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

above-listed criteria. Methods may include the application of chipped slash, lop and scatter, water breaks, or slash packs. Wood chips should not be used on slopes, especially near watercourses. When wood chips are used, the wood chips should be produced in a manner that keeps the material long and fibrous such that it binds together. The IMT or A&M Contractor's Registered Professional Foresters may provide specific direction on a site-by-site basis.' If wood chips are used, the depth shall not exceed two (2) to three (3) inches.

No removal of stumps or roots unless authorized by the County OSC. Cut stumps flush (within 6-inches) to the existing terrain surface.

DDHTR Contractor shall minimize ground surface disturbances as part of the hazard tree removal function. Tree access road building is prohibited unless authorized by the County in writing, prior to construction.

In some instances, the DDHTR Contractor may be directed to leave a felled tree(s) and limbs on the property on which they were felled. In these instances, the DDHTR Contractor agrees not to recover any credits for Hazard Tree wood material, or any other wood material left behind on the site. If the DDHTR Contractor believes unmarked trees must be removed for marked trees to be safely felled and/or removed, the Operations Section Chief or designee must pre-approve its removal. The tree would be documented as an "incidental tree" prior to tree felling at the OSC's direction. The DDHTR Contractor will then be allowed to remove such "incidental trees" at the DDHTR Contractor's cost without additional compensation.

Once all on-site work, including hazard tree felling, processing, removal, and application of erosion control, is complete, the A&M Contractor's TFL and the Hazard Tree Removal Crew will conduct the Hazard Tree Removal Interim Site Walk as described in the Special Provisions (see "Post Tree Felling and Removal Site Walk"). If any remaining or non-compliant work is identified during the Interim Site Walk, the Hazard Tree Removal Crew shall immediately remedy it. Once the Interim Site Walk is complete, the Hazard Tree Removal Crew shall mobilize to the next scheduled parcel.

After the Hazard Tree Removal Crew's mobilization, the OSC or designee shall conduct the Hazard Tree Removal Final Site Walk. The Hazard Tree Removal Final Site Walk is an inspection requirement to ensure that all work meets the standards of the Contract, the EPP, and the Special Provisions. If the OSC or designee identifies any nonconforming work during the Hazard Tree Removal Final Site Walk, the DDHTR Contractor shall promptly remedy the deficiency to the OSC's satisfaction.

### **Process, Hauling, and End Use**

DDHTR Contractor is responsible for transporting all hazard trees to an IMT-approved end-use facility. DDHTR Contractor may identify, establish, and operate one or more Temporary Log Storage and Processing Site (TLSPS) if pre-approved by the IMT. A TLSPS is any area where hazard trees, timber, or other woody material is stored,



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

staged, handled, or processed after being removed from the parcel where the hazard tree was rooted.

Prior to establishing any TLSPS, the DDHTR Contractor must submit a written request to the IMT and a site plan describing the proposed site and its operations, as described above (see "Identify and establish temporary facilities"). The Special Provisions also provide additional information on this process.

DDHTR Contractor shall develop and execute lease agreements for TLSPS used to fulfill this Agreement. Copies of executed lease agreements shall be provided to County. Any subsequent changes to executed lease agreements shall also be provided to County.

DDHTR Contractor shall provide adequate space for truck weigh scales, provided by the DDHTR Contractor, at each log storage and processing yard and allow space for County's A&M Contractor and the OSC and/or the OSC's authorized representatives to determine truck weights entering the yard loaded from the tree felling operation and leaving the yard loaded heading for the end-user facilities. DDHTR Contractor shall allow physical space and time for truck queueing in the yard, both inbound and outbound. DDHTR shall provide stairs or a platform for truck inspection pictures by the A&M contractor.

DDHTR Contractor shall negotiate with permitted and operational wood materials end-use facilities (as described in the RFP, Additional Bid Requirements, Commitment Letter(s), and Letter(s) of Interest) that meet all local, State, and Federal requirements and regulations. DDHTR shall not operate or establish end-use facilities under this agreement.

County requires that all wood materials from this Operation be reused as lumber, firewood, energy generation, wood chips, mulch, or other environmentally friendly uses that encourage reuse. In the event wood materials cannot be delivered to a higher best-use facility, wood material may be delivered to a landfill at County's sole discretion and only with written approval from County. DDHTR contractor may not under any circumstance burn wood, such as by a curtain burner. To utilize landfills, the following process shall be followed:

DDHTR Contractor documents, in writing, the necessity for landfill(s) and the reason why DDHTR Contractor cannot use the higher best use facility and makes a request for landfill use to the Finance Section Chief.

Finance Section Chief notifies County.

If County approves landfill use, the Finance Section Chief informs the IMT. DDHTR Contractor, with OSC or OSC designee, contacts the local Regional





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

Water Quality Control Board, Air District, County, and Solid Waste Local Enforcement Agency (Control Agencies) to discuss the use of the landfill.

Control Agencies provide guidance to DDHTR Contractor and County OSC on how to proceed with landfilling material.

DDHTR Contractor is responsible for all operational, permitting, fixed, and labor costs and shall be entitled to retain any revenue generated from the sale to end-use facilities. Wood materials become the property of the end-use facility once received. Any rebates, credits, or savings derived from the legal use of those wood materials should be described in agreements between the DDHTR Contractor and the respective end-use facilities. Any revenue obtained by the DDHTR Contractor through these agreements must be disclosed to County on a regular basis, per the direction of the County Contract Manager. DDHTR Contractor shall report all revenues generated to the Finance Section Chief.

The DDHTR Contractor shall agree, in writing, with each end-use facility the point where the logs/wood materials will become the property of the end-use facility.

### **Support Tasks**

DDHTR Contractor shall perform additional major items of work in support of both the operation's functions. These are anticipated to include, but are not limited to:

### **Traffic Control**

For Structural debris removal, DHTR Contractor shall provide community traffic control, as directed by Madera County Public Works. one (1) for each tree felling crew, and for any crews that might partially or fully block public and/or private roadways while conducting work.

DDHTR Contractor shall obtain and follow all encroachment permit requirements issued by the cities, counties, Caltrans, or any other agency having jurisdiction over DDHTR Contractor- impacted roads. 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 OSC and/or County. Traffic control crews may also be required to implement Operation specific traffic control plans, as directed by the OSC.

Traffic control crews shall include two (2) traffic control trained crew members, required equipment and supplies, mobilization and demobilization, and communication equipment. The traffic control crews shall be trained in the principles of the DOT Revision 6 (Rev 6) of the 2014 MUTCD prior to commencing their work.

### **Community Services**

DDHTR Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters, fittings, pumps, etc., for use throughout



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

the project area as directed and approved by the IMT. This may include general dust suppression in disaster areas not directly connected to specific debris removal crews or other operations.

DDHTR Contractor shall also provide community street sweeping, including sweepers, drivers, fuel brushes, and appropriate disposal of collected road debris and dirt, as described in the Special Provisions.

DDHTR Contractor shall provide sufficient transport trucks (for example, "lowboy" trailers) to redeploy heavy equipment between job sites. Under no circumstances shall steel-tracked heavy equipment, including but not limited to excavators, skid steers, feller bunchers, and heel booms, operate on asphalt, concrete, or other non-earth road surfaces without the explicit permission of the OSC or designee. If the DDHTR Contractor fails to comply with this requirement, it will be responsible for repairing or remedying any damage caused by the heavy equipment to the satisfaction of the County, in consultation with the road owner.

DDHTR Contractor shall provide and service portable restrooms and hand washing stations for use by DDHTR Contractor, A&M Contractor, and IMT personnel use. Portable restrooms and hand washing stations shall be provided at all work sites for Debris Removal Crews and Hazard Tree Removal Crews. Additionally, DDHTR Contractor shall provide and service up to three (3) additional sets of portable restrooms and handwashing stations to be stationed throughout the disaster area for use by project personnel, as directed by the IMT.

### **Site Access and Temporary Bridges**

DDHTR Contractor shall provide or create physical access to all County Program participating parcels both in residential tract areas on relatively small, relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long, poorly maintained, or non-maintained gravel or otherwise non-paved roadways; and/or have larger lots, sometimes exceeding 100 acres. DDHTR Contractor shall prepare Environmental Work Plans where applicable.

As necessary to access some properties, DDHTR Contractor shall obtain and provide permits to install temporary bridges, as described in Special Provisions Section 6.27. The DDHTR Contractor will coordinate with the A&M Contractor for supporting documentation as needed.

DDHTR Contractor shall work with the IMT PSC to permit and schedule debris removal from properties requiring bridge access near the beginning of the operations to avoid accessing these properties at the end of the operations.

DDHTR Contractor shall provide all materials and labor for the placement and removal of such temporary bridges and return the areas where the bridges were installed to pre-existing conditions.





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

DDHTR Contractor shall provide up to one (1) bridges of up to 50 feet per bridge to be installed simultaneously to ensure that the overall debris and hazard tree removal operations' productivities are not negatively impacted from meeting the operational schedule.

DDHTR Contractor shall provide all materials and labor for the placement of rip-rap rock, temporarily placed culverts, and required BMPs installed for temporary creek crossings (including but not limited to; watercourses, ravines, trenches, or ditches).

DDHTR Contractor shall provide all materials and labor for placement of base rock and or crushed rock to improve uneven, rutted, or poor-quality roads for truck and/or equipment access as described in the Special Provisions.

DDHTR Contractor shall provide all materials and labor for placement of all steel trench plates required for truck or equipment access, where deemed necessary by the DDHTR Contractor.

### **Other**

DDHTR Contractor shall provide all labor, materials, staff, equipment, transportation, licenses, permits (traffic encroachment, land use, operational, environmental, etc.), and every other item of expense necessary unless otherwise stated for completing all the DDHTR Contractor's tasks during the Operation.

DDHTR Contractor shall provide all training and attendance of key DDHTR Contractor personnel at all relevant Incident Action Planning, Operations, and Tactics meetings. All DDHTR Contractors' personnel shall attend weekly All Hands Safety Meetings. All Hands Safety Meetings may be held online or at a physical location determined by the IMT, at the discretion of the IMT. The DDHTR Contractor shall compel required staff attendance at all online training, meetings, and gatherings.

DDHTR Contractor shall obtain and provide a copy of any land Lease Agreement(s) obtained to the CM prior to commencing the use or development of the property(ies) for reference purposes only. Any real property costs, such as a land lease or rental costs, shall be included in the submitted bid and will not be reimbursed by the County.

DDHTR Contractor shall provide all materials and labor for all necessary safety fencing, as specified in the Special Provisions, around emptied pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined in writing by the OSC or designee when demobilizing from the property once the site has been cleared for soil sampling.



## **REPORTING & TRACKING**

DDHTR Contractor shall be responsible for coordinating with the IMT and County's A&M Contractor, providing information as required to document material quantities and project costs allocable to each type of material by residential parcel, and providing information as required to document hazard trees removed, including coordinates, detailed tree information, and photos. The method and detail of the material and cost tracking information by parcel will be jointly developed by the IMT and the County's A&M Contractor, with County final approval.

DDHTR Contractor shall prepare and provide the following Daily, Monthly, and Quarterly Summary Reports of Structural Debris Removal and the Hazard Tree Removal function activities and status, as summarized below:

### **Daily Dispatch Reports shall include the following:**

A tally of predicted street sweeping activities (identification of the specific street sweeper, the identity of the operator, gallons of water used, mileage driven, and relevant daily GPS data), traffic control (identification of each traffic control crew personnel and the location(s) and duration(s) of each respective daily assignments), water trucks, personnel, asbestos removal crews, Structural Debris Removal crews, Hazard Tree Removal crews, all other operating resources, and other metrics as required by the IMT.

The Daily Dispatch shall be provided to the IMT by 1800 on the day prior to the date of work.

Daily Operations Reports shall summarize the daily work for structural debris removal and hazard tree removal. The format of the report shall be approved by the County. The Daily Operations Report shall include the following:

Quantities by material type removed, APNs of properties in progress and completed, identification numbers of ROW segments in progress and completed, and other metrics determined by the IMT.

The Daily Operations Reports shall be provided to the IMT by 1800 on the day of work. Monthly Summary Reports shall be delivered by the 3rd day of every month. Monthly Summary Reports shall detail the number of properties completed, quantities of structural debris for each material type, hazard tree quantities of timber and wood materials delivered to each end-use facility, and other metrics determined by the IMT.

Disposal/Recycling fees: Itemized reports of actual costs of recycling and disposal at the receiving, recycling, and end-use facilities for the various materials generated from the overall Operation, including any adjustments to regular rates for material facilities to accommodate extended operating hours and special handling. DDHTR Contractor shall



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

pay all disposal costs. Any recycling or disposal that results in a profit (usually metal recycling and wood materials at end-use facilities) should be offset against other recycling and disposal costs.

The method, detail, and adequacy of material and cost tracking information by property and/or segment of public ROW will be jointly developed by County and County's A&M Contractor(s). DDHTR Contractor shall adopt this tracking and reporting system.

Monthly Socioeconomic Affirmative Steps Report: By the third day of every month, the DDHTR Contractor shall provide a status report regarding the affirmative steps it has taken as required by 2 C.F.R. § 200.321(b)(1)– (5), which are listed below for reference. For each required step, DDHTR Contractor shall provide a narrative description of the actions it has taken, the results of said actions, and any relevant summary data or charts.

County may direct the DDHTR Contractor to include specific data points or other items as necessary to demonstrate compliance.

### AFFIRMATIVE STEPS REQUIRED BY 2 C.F.R. § 200.321(b)

Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.

Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **GENERAL EXPECTATIONS**

### **Identification of DDHTR Contractor Employees**

DDHTR Contractor shall be responsible for furnishing an identification badge to all personnel (DDHTR Contractor and sub-contractors) prior to the employee working on-site. DDHTR Contractor shall be responsible for ensuring each employee engaged in work displays a badge that includes the name of the DDHTR Contractor or subcontractor and the employee's name. Employees shall make available on their person a valid state driver's license or other Government-issued photo identification



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

card. All contract personnel attending meetings, answering Government telephones, and working in other situations are required to identify themselves as such to maintain the distinction from Government officials. All documents or reports produced by DDHTR Contractor shall be marked as DDHTR Contractor products in accordance with Government Code section 7550. Badges or other identification of DDHTR Contractor employees shall not include the seals or logos of the County, the California Environmental Protection Agency, Cal OES, the State of California, or any other government agency without the permission of the County.

### **Identification of DDHTR Contractor Vehicles and Equipment**

Trucks and all other equipment designated for use under this Contract shall be equipped with a clearly visible sign identifying the vehicle as part of the project. This includes pickup trucks or other vehicles used by DDHTR personnel, debris hauling trucks, water trucks, and heavy equipment (if practicable). The IMT shall provide the design of the sign. Production, distribution, and attachment of signs to vehicles shall be the responsibility of the A&M Contractor. Additional signage may be required to facilitate County's A&M Contractor's Automated Debris Management System. Upon demobilization from the Operation, the signage shall be removed from the vehicle.

DDHTR Contractor agrees that all trucks used during this Operation are subject to GPS tracking and hereby consents to place a GPS device in each truck by County's Assessment and Monitoring A&M Contractor. DDHTR Contractor shall be responsible for charging, maintaining, and operating the GPS device throughout the duration of the operation. Failure to charge, maintain, and operate the GPS device shall result in non-payment of bid items completed by non-compliant operation of truck(s).

Trucks or equipment designated for use under this Contract shall not be used for any other work during working hours under this Contract. DDHTR Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances will the DDHTR Contractor mix debris hauled for others with debris hauled under this Contract. DDHTR Contractor and subcontractors may not play music or radio broadcasts during the performance of this Contract that may generate noise complaints.

### **DDHTR Contractor Equipment**

DDHTR Contractor shall provide its staff (DDHTR Contractor and subcontractor) with all necessary equipment, including but not limited to equipment and truck maintenance (including but not limited to tires, lubricants, fuel), materials, tools, supplies, health and safety equipment, health and safety compliance monitoring of personnel and equipment, appropriate clothing, cell phones, two-way radios, satellite phones (if necessary), computers, computer tablets, laptops, internet access, temporary field offices, permits, licenses, supervision, project management, administrative staff costs, home office overhead.



### **Professionalism of DDHTR Contractor Staff**

County expects all DDHTR Contractor personnel, including subcontractor personnel, to appear and behave professionally at all times. Any DDHTR Contractor personnel who does not act in a professional manner shall be subject to immediate removal from work associated with this Operation, at County's discretion, upon written notification from County.

DDHTR Contractor shall be responsible for performing all work in a safe, professional, efficient, and satisfactory manner. The IMT and County shall review all work and determine whether work is satisfactory. The IMT may consult best practices, prior project performance, federal technical assistance teams, or other resources to determine whether work is satisfactory. The IMT shall, at all times, have safe access to the work and shall be furnished with every reasonable facility for ascertaining that the materials and the quality are in accordance with the requirements and intentions of the Contract. All work done and all materials furnished shall be subject to IMT and County's inspection and approval.

### **CONTROL OF WORK**

County has the sole discretion and authority to determine the quality and acceptability of the following:

- Work to be performed.
- Rate and progress of work performed.
- Fulfillment of the tasks and work performed by DDHTR Contractor.  
Compensation for tasks and work performed by DDHTR Contractor.

### **Work Orders**

The DDHTR Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order or directed in the Incident Action Plan (IAP). The DDHTR Contractor shall immediately notify the County and the IMT of any condition or event that may interfere with the completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. County will, in a reasonable time, provide written direction to the DDHTR 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 County CM may not be considered for compensation.

### **Change Orders**

DDHTR Contractor may notify the County of DDHTR Contractor's request for a change order for work outside the scope of this SOW. If authorized, County, at its sole discretion, may issue a Change Order dictating the terms of the additional work. All Change Orders will be incorporated into this Agreement via Amendment(s). Work



## 2022 FORK FIRE - RFP

authorized by a Change Order shall be in accordance with the terms and conditions therein and may proceed prior to the Amendment(s).

### **Audits and Inspections**

At its sole discretion, County may inspect the labor, materials, tools, equipment, data management, books, and records of the DDHTR Contractor to monitor compliance with this Agreement. DDHTR Contractor shall promptly remedy any violation identified by County. The fact that County inspects, or fails to inspect, or has the right to inspect DDHTR Contractor's labor, materials, tools, equipment, data management, books, and records does not relieve DDHTR Contractor of its responsibility to comply with rendering timely performance under the terms of this Agreement.

### **OPERATIONAL MILESTONES AND MOBILIZATION REQUIREMENTS**

County intends to complete this operation rapidly and efficiently to ensure public health and safety hazards are promptly addressed, and community recovery is expedited. The below milestones represent County's expectations for the DDHTR Contractor's mobilization. The IMT may adjust the milestones due to inclement weather, unforeseen circumstances, rate of ROE collection, progress of site assessment and asbestos assessment, or other operational needs.

The IMT will advise the DDHTR Contractor of any changes to the milestones in writing. Changes to the operations schedule and milestones are at the exclusive discretion of the IMT.

DDHTR Contractor understands and agrees that a substantial number of work plans are required to be submitted, and many of these work plans will need to be drafted and adjusted concurrently.

DDHTR Contractor shall ensure sufficient project management staff members are available to complete work plans based on the milestones below and promptly respond to any feedback from the IMT to ensure the overall Operation remains on schedule.

### **Notice-to-Proceed (NTP) Milestones – Structural Debris Removal**

*County anticipates issuing NTP shortly after the contract award.*

#### **Milestone 1-1: Mobilization of Incident Management Team**

- a. Timeframe: Within three (3) calendar days of NTP
- b. Description: DDHTR Contractor shall deploy its key project management personnel to the Operational Area, who shall be available to participate in meetings with the IMT and/or A&M Contractor.

#### **Milestone 1-2: Submission of Hauling and Reuse/Disposal Plan**

- a. Timeframe: Within three (3) calendar days of NTP





## 2022 FORK FIRE - RFP

- b. Description: DDHTR Contractor shall submit to the IMT for review and approval a Hauling and Reuse/Disposal Plan for debris removal operations. The plan should account for the expected crew mobilizations described in later milestones. The plan shall address the following:
- c. Proposed primary and alternate end-use locations for all waste streams (except timber)
- d. Proposed locations and site plans for any Temporary Debris Management Sites or other temporary facilities (including facilities for segregated materials, such as ash and debris, concrete, and metal recycling)
- e. Listing of planned trucking resources to support Hauling and Reuse/Disposal Plan
- f. Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes

### **Milestone 1-3: Mobilization of up to One (1) Asbestos Abatement Crews**

- a. Timeframe: Within five (5) calendar days of NTP
- b. Description: DDHTR Contractor shall mobilize up to one (1) Asbestos Abatement Crews to immediately commence asbestos abatement tasks. The IMT shall determine the work locations of each crew. Following this initial deployment, DDHTR Contractor shall continually evaluate asbestos assessment results and mobilize additional asbestos abatement crews at a rate sufficient to support the debris removal crew mobilization milestones listed below.

### **Milestone 1-4: Mobilization of up to Two (2) Debris Removal Crews**

- a. Timeframe: Within five (5) calendar days of NTP
- b. Description: DDHTR shall mobilize up to two (2) debris removal crews to sites throughout the County. The IMT will select sites. All debris removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hauling and Reuse/Disposal Plan.

When the IMT elects to commence the Hazard Tree Removal Function of the Operation, the IMT will issue an IHTRWO. Unless otherwise directed by the IMT, the DDHTR Contractor shall provide the following services following this IHTRWO:

### **Milestone 2-1: Submission of Hazard Tree Removal Work Plan**

- a. Timeframe: Within three (3) calendar days of IHTRWO
- b. Description: DDHTR Contractor shall submit a Work Plan to the IMT describing its proposed approach for hazard tree removal operations throughout Madera County. The Work Plan shall include the following:
- c. Description of proposed means and methods, including types of equipment to be used





## 2022 FORK FIRE - RFP

- d. Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew
- e. Listing of any proposed TLSPS, and site plans for any proposed sites as described in the Special Provisions
- f. Listing of proposed end-use facilities
- g. Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance

### **Milestone 2-2: Mobilization of Two (2) Hazard Tree Removal Crews**

- a. Timeframe: Within five (5) calendar days of IHTRWO
- b. Description: DDHTR Contractor shall mobilize three (3) hazard tree removal crews throughout the county, The IMT will select sites. All hazard tree removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hazard Tree Removal Work Plan.

### **Mobilization of Additional Resources**

The IMT, through the Incident Action Planning Process, shall notify the DDHTR contractor when additional Asbestos Abatement Crews, Debris Removal Crews, and Hazard Tree Removal Crews, differing from the milestones in section 11.2 are to be mobilized. DDHTR Contractor shall be provided seven (7) calendar days from notice to mobilize the requested crew(s). All required health and safety and operational training must be completed in advance of the ordered mobilization date.

Contractor crews will be demobilized at the discretion of the IMT. Depending on workload requirements, sustained inclement weather, or other factors, crews may be demobilized and subsequently remobilized later when their services are required. The DDHTR Contractor will be provided up to seven (7) calendar days to remobilize crews upon direction from the IMT.

The expected maximum number of structural debris removal crews to be provided under this Contract is ten (10). The expected maximum number of hazard tree removal crews to be provided under this Contract is five (5).

### **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 operation, including the costs of attorney or legal fees. Additionally, in the event that Madera County determines the Contractor is responsible for any unapproved delay, loss, harm, or other damages to Madera County, the Contractor shall immediately implement all measures directed by the Contract Manager to remedy the issue at the Contractor's sole expense. Madera



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

County 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.

**PROPERTY DAMAGE:** Contractor shall be responsible for repairing, at its expense, all damaged to improved property resulting from the Contractor's negligence. Madera County, at its sole discretion, shall determine whether property damage resulted from negligence. If Contractor disputes the conclusions of Madera County, it must provide all relevant supporting information within the timeline prescribed by the County Contract Manager. Contractor shall repair or otherwise remedy, to the satisfaction of the County, all property damage within thirty (30) calendar days of a notice being provided by the County. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy property damage. The County may deduct the cost of the repair or remedy from the Contractor's compensation.

**ROAD DAMAGES:** General maintenance of roads or repair of damage to roads resulting from overall disaster response and recovery operations is not the responsibility of Contractor. Contractor shall be responsible for repairing, at its expense, all damaged to roads resulting from the Contractor's negligence. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy road damage. The County may deduct the cost of the road repair or remedy from the Contractor's compensation.

**SUBCONTRACTORS.** All Subcontractors previously identified in the proposal are considered to be acceptable to Madera County. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or their designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager immediately. If Madera County 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 Madera County 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 Madera County 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.

If a subcontractor was used to comply with the requirements of the Request for Proposal, such as if the subcontractor was used to meet the Licensed Timber Operator



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

requirement or the hazard tree removal project reference, the subcontractor must remain on the project for the duration of the project, or, if the subcontractor is to be replaced, the prime contractor must provide a replacement subcontractor which complies with the same requirements within seven (7) calendar days. For example, if a subcontractor was used to comply with the reference requirements, the proposed replacement subcontractor must have completed a project that meets the requirements of the reference project.

### **Special Provisions**

Exhibit A.1, "Special Provisions", provides additional requirements for the performance on this Scope of Work. In the event of any conflict between Exhibit A.1 and this exhibit, this exhibit shall be controlling. All references to "User Agency" in Exhibit A.1 shall be understood to mean Madera County. Additionally, any references to or description of State-managed debris removal operations, Cal OES mission resource tasks, or similar shall be ignored



OFFICE OF THE SHERIFF  
COUNTY OF MADERA  
**2022 FORK FIRE - RFP**

**EXHIBIT A.1**  
**Disaster Debris and Hazard Tree Removal –**  
**Special Provisions**



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

### EXHIBIT A.1 - TABLE OF CONTENTS

Table of Contents .....	121
Acronyms and Abbreviations.....	122
Introduction .....	124
Program Overview.....	127
Overview of Operations.....	134
Preliminary Operations.....	145
Site Assessment .....	162
Debris Removal.....	168
Post Debris Removal.....	187
Hazard Tree Removal .....	192
Final Erosion Control (DDHTR Contractor, A&M Contractor – Monitors and Documents) .	207



## **ACRONYMS AND ABBREVIATIONS**

ACM	Asbestos Containing Material
ASHERA	Asbestos Hazard Emergency Response Act
AQMD	Air Quality Management District
BMP	Best Management Practices
CAC	Certified Asbestos Consultant
CalEPA	California Environmental Protection Agency
Cal OES	California Office of Emergency Services
CalRecycle	Department of Resources Recycling and Recovery
CARB	California Air Resources Board
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CIH	Certified Industrial Hygienist
CM	Contract Manager
CSST	Certified Site Surveillance Technician
DDHTR	Disaster Debris and Hazard Tree Removal
DFW	Department of Fish and Wildlife (California)
DOT	Department of Transportation
DMV	Department of Motor Vehicles
DROC	Debris Removal Operations Center
DTSC	Department of Toxic Substances Control
EPA	Environmental Protection Agency
EPP	Environmental Protection Plan
FEMA	Federal Emergency Management Agency
FSC	Finance Section Chief
GPS	Geographic Positioning System
HAZWOPER	Hazardous Waste Operations and Emergency Response
HHW	Household Hazardous Waste
IC	Incident Commander
ICS	Incident Command System
ICT	Incident Command Team
IMT	Incident Management Team
LTO	Licensed Timber Operator
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
Operations Team	Debris Removal Operations Team
OSC	Operations Section Chief
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
PSC	Planning Section Chief
Proclamation	Proclamation of a State of Emergency
RFP	Request for Proposals
ROE	Right-of-Entry



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

RPF	Registered Professional Forester
SEMS	Standardized Emergency Management System
USA	Underground Service Alert
USEPA	United States Environmental Protections Agency
UXO	Unexploded Ordinance

### Reference Documents

Attachment A, Wildfire-Damaged Structures Asbestos Site Assessments SOPs for the "[California Wildfire Asbestos Survey](http://www2.calrecycle.ca.gov/docs/web/119346)" (<http://www2.calrecycle.ca.gov/docs/web/119346>).

Attachment B, "[Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires](https://www.co.shasta.ca.us/docs/libraries/resource-management-docs/ehd-docs/zogg-fire/fire-damaged-concrete.pdf?sfvrsn=71d5f589_2)" ([https://www.co.shasta.ca.us/docs/libraries/resource-management-docs/ehd-docs/zogg-fire/fire-damaged-concrete.pdf?sfvrsn=71d5f589\\_2](https://www.co.shasta.ca.us/docs/libraries/resource-management-docs/ehd-docs/zogg-fire/fire-damaged-concrete.pdf?sfvrsn=71d5f589_2)).

Attachment C, "[Assessment of Burn Debris - 2015 Wildfires Lake and Calaveras Counties, California](https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/Disaster-Documents-2015yr-FireSample.pdf)" (Geosyntec for DTSC 2015), (<https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/Disaster-Documents-2015yr-FireSample.pdf>).





## 2022 FORK FIRE - RFP

NOTE: This Special Provisions document was developed by the California Department of Resources Recycling and Recovery (CalRecycle). It is included here in the interest of aligning Fork Fire recovery operations with best practices. Certain references to CalRecycle, the State of California, or other State Agencies may not be applicable. In the event of any conflict between this document and Exhibit A, Exhibit A shall control. References to "User Agency" shall mean Madera County.

### 1. INTRODUCTION

The purpose of these Special Provisions is to provide the Disaster Debris and Hazard Tree Removal Contractor (DDHTR Contractor) and the Assessment and Monitoring Contractor (A&M Contractor) with a detailed understanding of the extent of services required by the State of California, Department of Resources Recycling and Recovery (CalRecycle), or the User Agency, for emergency debris removal Operations. Not all emergency debris removal Operations in California are conducted by the State. For the State to respond to a State proclaimed emergency, the Governor of California issues a Proclamation of a State of Emergency (Proclamation), which proclaims a state of emergency in specific Counties with provision to include State agency and contract resources.

In the process of developing the overall response to an emergency, a series of actions are taken at different levels of government before agency and contractor work takes place. At the County level, the County Health Officers issues a Proclamation of a Local Health Emergency and, if necessary, requests State assistance. Once the Governor's Proclamation is issued and may include provisions for all agencies of the state government to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities related to this State of Emergency consistent, with the direction of the California Governor's Office of Emergency Services (OES) and the State Emergency Plan. Additionally, the President of the United States of America may approve a Major Disaster Declaration for California, which allows federal disaster assistance through the Federal Emergency Management Agency (FEMA), which will include both federal funding and potentially additional federal contracting and procurement requirements.

The State Proclamation typically suspends, to the extent they apply, the following activities:

- A. Removal, storage, transportation, and disposal of hazardous and non-hazardous solid waste and debris resulting from a disaster in affected Counties and that are subject to the jurisdiction of agencies within the California Environmental Protection Agency (CalEPA) and the California Natural Resources Agency (CNRA).
- B. Necessary restoration and rehabilitation of timberland, streams, rivers, and other waterways.

Such State statutes, rules, regulations, and requirements are hereby suspended, only to the extent necessary for expediting the removal and cleanup of debris from the fire and



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

for implementing any restoration plan by the affected County(ies). User Agency will typically receive signed waivers from the Secretary of the CalEPA and Secretary of CNRA, which are supported by an Environmental Protect Plan (EPP) prepared by the State or in coordination with the A&M Contractor or by other designated agencies. The EPP is written to summarize and address the potential environmental and historic preservation areas of concern provided by the resource agencies responsible within the defined Disaster Area. Then the EPP delineates the specific Disaster environmental and historic preservation requirements necessary to be implemented. The DDHTR Contractor will be required to be aware of and implement the best management practices (BMPs) and the Avoidance and Minimization Measures (AMMs) listed in them.

Additionally, if the operation is Federally funded, certain environmental and historical preservation measures are needed to comply with Federal and state laws, such as the National Environmental Policy Act (NEPA), the Federal Endangered Species Act, and the National Historic Preservation Act (NHPA). User Agency will work with A&M Contractor to evaluate the environmental, historical, prehistoric, Tribal, and cultural artifact protection concerns in the disaster area(s) for state and federal endangered species, endangered species habitat protection, and streambed crossings (among other areas) that will require state and federal emergency permits and/or protections. These evaluations and permitting actions will commence prior to and during the site and asbestos assessments and may extend into the early asbestos and debris removal process. Properties will not be entered, for any of these activities, until the state Incident Management Team (IMT) has received approved copies of the individual property Right-of-Entry (ROE) forms from the affected County(ies) and "Access Only" ROEs when needed.

The Proclamation may also suspend compliance with applicable provisions of the California Government Code and the Public Contract Code for state contracts, including but not limited to travel, advertising, and competitive bidding requirements to assist with procuring materials, goods, and services necessary to quickly remove dangerous debris and repair damaged resources. Lastly, the Proclamation may also state that State agencies shall work with local officials to design and implement a comprehensive disaster debris removal plan.

In response to the Proclamation that includes State resources, OES typically issues a mission request task to CalRecycle, to enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly remove dangerous debris from private property resulting from a disaster in the affected Counties. OES and CalRecycle will work with the affected County(ies) to clear the debris, provide state certification of cleanup for the individual sites, and track and provide costs to the County(ies) for insurance recovery on a per lot basis.

This set of Special Provisions may only be updated pursuant to the terms of the contract, such as an Amendment Process.



### **1.1 Purpose**

The purpose of these Special Provisions is to describe a detailed approach to managing the assessment, monitoring, and removal of structural and vegetative debris. It also describes a detailed approach to the removal of asbestos-containing material (ACM), metals, vehicles, ash and debris, hazard trees, contaminated soil, and other hazardous material resulting from a proclaimed disaster. These Special Provisions are based on CalEPA's "Guidance for Conducting Emergency Debris, Waste and Hazardous Material Removal Actions Pursuant to a State or Local Emergency Proclamation," dated October 7, 2011 (<https://calepa.ca.gov/wp-content/uploads/sites/6/2019/06/Disaster-Documents-2011yr-GuideRemoval.pdf>). This guidance document identifies best management practices (BMPs) for undertaking the removal of debris and hazardous materials (including asbestos) from residential structures. These BMPs and Special Provisions provide a consistent approach to conducting removal and cleanup actions to protect response personnel, the surrounding community, public health, and the environment. This document does not specifically address the removal of debris from non-residential (i.e., commercial, industrial, public) properties; however, depending on the type of debris, the methods and procedures can be the same. If non-residential properties are added to the list of eligible properties, special considerations will be taken into account as described in these Special Provisions.

### **1.2 Objective**

The objective of these Special Provisions is to meet the above-stated purposes and to detail processes and procedures for debris removal operations and will provide both the A&M Contractor and the DDHTR Contractor guidance for state-sponsored Disaster Debris Removal Program and to mitigate known hazards and dangerous conditions to limit the impacts to the public, the affected County(ies) and the surrounding environment.



## **PROGRAM OVERVIEW**

### **1.3 Site Description**

Debris generated by the disaster and within the disaster area described in the Operation Specific Scope of Work and the Contract documents generally consist primarily of residential disaster and hazard tree vegetative debris. This debris may also be sourced from non-residential properties, as included by the User Agency.

### **1.4 Site Eligibility**

The intent of the disaster debris removal program is to remove destroyed single-family homes, residential structures, and other eligible debris destroyed by the declared fires so that the property owner can rebuild on their property. The User Agency, with input from the state, may deem other structures to be destroyed on a case-by-case basis.

Mobile Home Parks are not automatically part of the Debris or Tree Removal Operations. They may be included in the program on an as-approved basis. If mobile home parks are deemed eligible by the User Agency, then each mobile home park will be considered for compensation based on the User Agency's bid schedule for the DDHTR Contractor.

The debris program does not cover structures smaller than one hundred, twenty (120) square feet, fencing, trees other than those described in the "Hazard Tree Assessment" section, a single vehicle with no other debris fields or structures, or other debris less than ten (10) cubic yards unless approved in advance by the User Agency.

The debris program also does not cover cannabis, greenhouses, or other structures related to cannabis growing, drying, or processing unless approved in advance by the User Agency. The program also does not cover illegal dumps, landfills, other disposal areas unless approved in advance by the User Agency.

Only parcels for which the property owner has submitted an ROE permit will be included in this program unless otherwise designated by the State IMT and local government. Public rights-of-way (ROWs) may also be included for the purposes of hazard tree removal if approved by the State IMT.

Non-residential, commercial, industrial, and public properties (i.e., schools, local and state parks, camps, and other public structures) may be included in this operation, as determined by the User Agency, on a case-by-case basis. If such facilities are determined to be included in this program, the User Agency will compensate the DDHTR Contractor based on the User Agency's bid schedule. For mixed-use or changed use of properties (e.g., former commercial properties converted to residential or other such circumstances), the User Agency will make the final determination as to whether the property is to be reimbursed as a residential, public, or commercial property.



## **2022 FORK FIRE - RFP**

Non-residential Parcels may also require waste profiling and characterization prior to debris removal. The A&M Contractor will be responsible for conducting any required waste profiling and characterization if requested by the User Agency, as described in Section 5.4.

In certain limited scenarios, the User Agency may direct the DDHTR Contractor to provide demolition services. For the purposes of this operation, demolition is defined as the removal of structures with more than one wall standing. If demolition is authorized, the A&M Contractor shall track all costs and work associated with the parcel where the demolition occurred separately. The demolition of structures, including dropping standing walls, is included within the scope of this agreement, subject to the site-specific approval of the User Agency.

### **1.5 Site Characterization**

Based on past studies of burned residential homes and structures from large-scale wildland fires, the resulting ash and debris from residential structures burned by fires can contain toxic concentrated amounts of heavy metals such as antimony, arsenic, cadmium, copper, lead, and zinc. Additionally, the ash and debris may contain higher concentrations of lead if the home was built prior to 1978, when lead was banned from household paint in the United States. These heavy metals are discussed in numerous studies, including Attachment C, "Assessment of Burn Debris - 2015 Wildfires Lake and Calaveras Counties, California" (Geosyntec for DTSC 2015).

The presence of these heavy metals can have significant health impacts on individuals, individual properties, local communities, and watersheds if the ash and debris are not removed promptly.

The residual materials, including, but are not limited to, stucco, roofing, floor tile, linoleum, fireplaces, furnaces, vinyl tiles and mastic, sheetrock and joint compound, cement pipe, exterior home siding, thermal system insulation, concrete and mortar, and other building materials commonly used in homes built before 1984 may also contain other chemicals of concern such as asbestos.

Additionally, wildland fires can kill or seriously damage a great number of trees, resulting in a significant risk to the public as the impacted trees are more likely to fall onto public thoroughfares and other infrastructure.

### **1.6 Known Hazards**

The type and number of known hazards will depend on specific conditions of each incident and each property within the incident, such as how much of the structure is remaining, age of the structure, building materials used, and damage level of the site trees on-site. If only ash and debris are present, the site is expected to contain elevated levels of heavy metals and possibly asbestos.



## 2022 FORK FIRE - RFP

The California Department of Toxic Substances Control (DTSC) or the United States Environmental Protection Agency (US EPA) will conduct a Phase 1 – Assessment and Removal of Household Hazardous Wastes prior to Phase 2 – Disaster Debris and Hazard Tree Removal Program Operation that these Special Provisions contemplate. A part of Phase 1 work includes the preliminary hazardous waste assessment for asbestos-containing material (ACM) and removal of bulk quantities of ACM in the impacted area soon after the fire. ACM has been commonly found in debris removal Operations, especially in structure construction that precedes the mid 1980's.

If DTSC/USEPA finds possible ACM and/or removes bulk ACM and/or other hazardous materials on individual properties, they will report these findings directly to User Agency. User Agency will, in turn, notify the A&M Contractor and DDHTR Contractor's ACM Removal Crews of these findings prior to crews being deployed to these properties. All responders should be aware that asbestos is a human carcinogen with no known risk-free levels of exposure.

The ACM found in the disaster debris will likely be highly friable, which allows asbestos fibers to be more easily released into the air during windy conditions and debris removal operations. Other hazardous materials will likely include heavy metals concentrated in the ash and debris and silica dust released when working around and removing concrete slabs and foundations. Silica is known to be a human carcinogen. Its potential presence must also be taken into consideration when developing a Health and Safety Plan for the Operation and the local Community.

All personnel should be aware that asbestos is a human carcinogen with no known risk-free levels of exposure.

Therefore, worker safety statutes and regulations for handling ash with heavy metals, such as lead and asbestos, shall be followed at all times.

### 1.7 Worker Safety

All A&M Contractor, DDHTR Contractor, and subcontractor personnel shall prepare and operate under their own Site-Specific Health and Safety Plan developed and signed by a certified industrial hygienist, or other registered safety professional, working for or hired by the A&M Contractor and separately the DDHTR Contractor.

The presence and disturbance of asbestos and heavy metals are the primary health hazards that need to be addressed in these Health and Safety Plans. Also, the falling of damaged and potentially dangerous dead and dying trees and limbs impacted by the fires is expected to be another major safety issue.

Fall hazards are present on sites with chimneys, partially remaining structures, and burned trees. Physical hazards (i.e., slips, trips, and falls) are also present from exposed foundations, glass, metals, and debris. Additional hazards may be present if hazardous materials or medical wastes are discovered during the removal.





## 2022 FORK FIRE - RFP

Utilities such as (i.e., electrical, gas, cable, telephone, dead/dying or damaged trees, and sewer) are unmarked and must be accounted for during debris removal operations. Sometimes, wildfires may even burn out underground tree root systems resulting in dangerous underground holes that could collapse when loaded by personnel and/or equipment. The weather may also pose hazards from excessive heat, lightning, rain, and high winds.

Site personnel shall operate vehicles and equipment in a safe manner to ensure the safety of its employees and the public, pay particular attention to operations around local roads, and take all necessary and reasonable precautions. Site personnel must identify and document the number and location of downed power lines, dangerous trees, chimneys, and underground utilities.

Since fire debris removal Operations contain ash with elevated levels of heavy metals, silica, and/or friable asbestos, an exclusion zone must be established around each site during removal by the DDHTR Contractor. All personnel entering and leaving the exclusion zone shall be Hazardous Waste Operations and Emergency Response (HAZWOPER) trained and certified, respirator trained and medically cleared to use respirators, and to wear Level C protective personnel equipment (PPE), including Tyvek coveralls depending on the work zone and hazard level. Other PPE required for working in heavy equipment worksites should be worn as designated in the A&M Contractor's and DDHTR Contractor's Health and Safety Plans. To reduce exposure, site personnel shall use designated eating areas exterior to the exclusion and transition work zone and handwashing stations.

The DDHTR Contractor shall also be aware of and prepared for providing instruction and necessary PPE for other hazards such as pandemics (i.e., Covid-19, etc.) and other local or regional health concerns.

### 1.8 Operation Cost Tracking

Operation costs that can be directly attributed to an individual property shall be tracked by both A&M Contractors and DDHTR Contractors on a per Assessor's Parcel Number (APN) basis. These are designated as "individual property costs." Other costs that cannot be directly attributed to an individual property but are necessary as part of the success of the operation, such as IMT approved community cost, include, but are not limited to the following:

- A. A&M Contractor and DDHTR Contractor Delays and Non-Workdays,
- B. Operational Crew Mobilization/Demobilization,
- C. Operation management,
- D. Community health and safety activities, and
- E. Community air monitoring activities.

In the event costs are incurred relating to public properties such as government buildings, certain schools, and institutions, those costs will be tracked pursuant to written direction provided by the User Agency's Contract Manager (CM). In all cases,





## **2022 FORK FIRE - RFP**

A&M Contractors and DDHTR Contractors are required to track costs with a sufficient level of detail, redundancy, and integrity necessary to meet the provisions in the User Agency Contract.

### **1.9 Operation Roles and Responsibilities**

The debris removal operation will be managed per the User Agency Contract and, in particular, by these Special Provisions set as part of the Contract. This Operation will be managed in accordance with the Standardized Emergency Management System (SEMS), utilizing the Incident Command System (ICS) for field response.

ICS is the model management tool used in disaster response and recovery scenarios for the command, control, and coordination of all agencies and/or private entities working on an incident. The User Agency and/or other State Agencies will likely fill all of the following positions (listed in these Special Provisions), including Incident Commander (IC), Planning Section Chief (PSC), Finance Section Chief (FSC), Operations Section Chief (OSC). The A&M Contractor will likely fill the following positions: Branch Directors (BDs), Division Supervisors (DSs), Task Force Leaders (TFLs), and other specific positions used to manage these operations.

User Agency's CM will directly manage the A&M Contractor and DDHTR Contractor. During the course of this operation, the Joint Field Office (JFO) Planning Section, in coordination with the PSC, will publish the Incident Action Plan (IAP) once every operational period. The length of an operational period is determined by need, as determined by the State Coordinating Officer. The IAP will contain the specific personnel assigned to the various roles in the operation. The IAP will contain the contact information for the personnel assigned to the operation.

### **1.10 Documentation**

The A&M Contractor will document activities for each individual site according to the procedures established by the IMT and CM. Photographs taken before, during, and after debris removal shall include the property address, either by using the installed Operation sign or whiteboard with full address if the Operation sign is unavailable. Alternatively, the A&M Contractor shall include GPS coordinates affiliated with these photos. The TFL will document all relevant activities and property conditions, including issuing tickets for each truck that transports debris or other materials from the property on which debris removal is occurring.

The User Agency A&M Contractor(s) will collect and organize all site and administrative documentation and make the documents available electronically. The User Agency A&M Contractor(s) will also review the DDHTR Contractor invoices and recommend payment for User Agency. The tracking and documentation will be consistent with the current FEMA debris removal standard for reimbursement as practicable (whether or not this is a federally funded operation).

#### **A. Electronically Collected Property and ROW Data**



## 2022 FORK FIRE - RFP

- a. All A&M Contractor electronically collected data shall be compatible with existing State data management systems such as ArcGIS, ESRI products, etc. A&M Contractor databases should be available for integration and syncing with State systems via an API interface. Documentation of and data related to complete operational and financial work shall be retained until twelve (12) months after the termination of the A&M Contract and in a system that allows for State access and review within twenty-four (24) hours of data entry on a daily basis. Parcel- specific documentation and data will be robust enough to support:
    - 1) Operational scheduling and project planning.
    - 2) Public-facing information platforms such as maps and dashboards.
    - 3) Requests for information from property owners
    - 4) Cost recovery requirements.
- B. Track and Log Each Truck
- a. The DDHTR Contractor Debris Trucks, Water Trucks, Street Sweepers, and other operational equipment deemed appropriate by the IMT will be equipped with GPS devices and/or capabilities provided by the A&M Contractor. These devices shall be operational during the workday so that the DDHTR Contractor, the A&M Contractor, and the IMT can keep track of all DDHTR Contractor vehicles during the operation for safety purposes and to monitor productivity.
  - b. The Trucks will be tracked to assure they are where they are expected to be per the properties and end use facilities that they have been directed to haul their loads to.
- C. Record Trucks Identification Numbers
- a. All DDHTR Contractor Trucks will be provided a placard or other visible means of identification as part of the Operation to be displayed prominently to identify trucks that are part of the operation. These placards shall be provided for each truck once they pass their DOT inspections, conducted as part of this operation. Trucks will also be given a barcode sticker to be placed externally on the truck in an easily accessed location by the A&M Contractor in order to more easily identify the specific truck as it enters a debris removal site and an end use facility. Placards shall be covered when a truck is being used for a non-DDHTR Contractor directed use.
  - b. The A&M Contractor shall collect and track renewable diesel fuel usage by the DDHTR Contractor on a monthly basis and keep the User Agency apprised on a regular basis.
  - c. The DDHTR Contractor commits to use only renewable diesel fuel with a minimum of ninety-five (95) percent renewable diesel for in-use off-road diesel- fueled vehicles and equipment subject to 13 CA Code of Regs §



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

2449. This requirement is described in further detail in Section D item 28) below.

- d. Collect and Organize Debris Removal Documentation Through Web-Based Database
  - e. The A&M Contractors shall collect, organize, and maintain all project-related documentation utilizing GIS and other database software as described in the A&M Contractor Agreement "Scope of Work, Both Operations: Section A. GIS Services."
- D. Prepare Site-Specific Final Reports and Database
- a. The A&M Contractor shall prepare final reports summarizing work completed on each property or ROW segment and provide a summary of costs incurred on that property as described in the A&M Contractor Agreement "Scope of Work, Section 5.E.2 Project Completion Documentation". Also, provide an overall operational report of work completed, including EPP compliance and any issues encountered and how they were addressed.



## **OVERVIEW OF OPERATIONS**

### **1.11 Overview of Operations (DDHTR Contractor, A&M Contractor)**

The operation will follow a systematic approach to removing debris off the property. The overall work in the operation will be divided up among technical A&M Contractors, local, State, and possibly Federal agencies, and DDHTR Contractors. The debris removal sequencing is outlined below, work outlined is delineated by the DDHTR Contractor described as and the A&M Contractor:

#### **A. Initial Burn Scar Areas Reconnaissance:**

- 1) Obtain, analyze, and evaluate burn scar area-wide background soil samples to inform the preparation of the operational cleanup goals (A&M Contractor).
- 2) Obtain, analyze, and evaluate background air quality to establish safe levels for the project (A&M Contractor).
- 3) Identify water (dust control and street sweeping, etc.) and electrical sources and obtain permits as required (DDHTR Contractor).
- 4) Identify equipment and material staging area (DDHTR Contractor).
- 5) Identify materials disposal and recycling options (DDHTR Contractor).
- 6) Identify and document immediate Erosion Control needs to protect waterways from contamination by hazardous ash and debris (A&M Contractor + DDHTR Contractor, County, and the State Watershed Task Force (SWTF)).
- 7) Perform Vehicle Identification Number verifications (or vehicle abatements or adjudications) prior to removal of burned vehicle hulks ((appropriate State or Local law enforcement or authorized public agency employees)).
- 8) If it is not possible to conduct such abatements on-site, then the DDHTR Contractor shall provide a permitted site at which such abatements can occur off the debris removal APNs where such abatements can occur safely, by the appropriate State or local law enforcement or authorized public agency employees.
- 9) Conduct initial visual and video survey of roadways and infrastructure along those roads that the debris cleanup operations could potentially impact. These videos will be used to compare with a visual review of the same roadways at the end of the operation; therefore, they must be of quality to assist in assessing the likely impact of the operation on these



## **2022 FORK FIRE - RFP**

roadways. Prepare engineering reports of road conditions if requested to do so by the User Agency (A&M Contractor).

- B. Initial Environmental Assessment of the Burn Scar Areas (State or User Agency or A&M Contractor as directed by the User Agency):
- 1) Evaluate Federal National Environmental Policy Act (NEPA – for Federally-funded operations or operations located on federal lands) requirements for the protection of the environment including, but not limited to surface water, endangered species, and cultural resources as required by law, consultation, and California Environmental Quality Act (CEQA) requirements and in the EPP. The EPP includes the required best management practices (BMPs) and Avoidance and Minimization Measures (AMMs) from Federal consultation to be implemented by the DDHTR Contractor as part of the Operation (State, User Agency, or A&M Contractor as directed by the User Agency).
  - 2) Develop an Operation Specific EPP (User Agency or A&M Contractor as directed by the User Agency).
  - 3) Coordinate with local, state, and federal resources agencies with respect to these requirements when conducting work (DDHTR Contractor).
  - 4) Develop an Operation Specific EPP (State's Environmental Task Force).
- C. Individual Property Site Assessments, Asbestos Surveys, and Hazard Tree Assessments:
- 1) Install individual address signs for each property with a signed ROE. This new sign will assist in the accountability and direct emergency services to the proper address. A&M Contractor will also Contact Underground Service Alert (USA) or other utility locator service to verify the location of the sign will not impact local utilities (A&M Contractor).
  - 2) If properties in the operational area are on septic systems, identify septic tank and leach field locations on each property (To be verified by: 1. Property Owner through ROE, 2. City/County, 3. A&M Contractor, and 4. DDHTR Contractor to mark). DDHTR Contractor is ultimately responsible for damaged septic tanks and leach field systems) (All).
  - 3) Identify water wells on properties not serviced by the local water agency (1. Property owner, 2. City/County, 3. A&M Contractor).
  - 4) Photograph each site from all sides to document all aspects of the property, both burned and non-burned items (A&M Contractor).



## 2022 FORK FIRE - RFP

- 5) Sketch property boundaries, including ash/structure footprints, and delineate locations of visible septic tanks, leach fields, water sources, imminent threat hazards to the DDHTR Contractor. Describe the type of foundation(s), sketch other hardscapes and vehicles (A&M Contractor).
- 6) Sketch and record ash footprints in addition to structures (i.e., vehicles, equipment, ATVs, trailers, recreational vehicles), creek beds, culverts, bridges, etc., (A&M Contractor).
- 7) Identify and photograph other property-specific hazards (i.e., swimming pools, retaining walls, basements, chimneys, partial walls, hazardous trees, large vehicles, propane tanks) (A&M Contractor).
- 8) Conduct Mercury and Radiological site survey sweeps, with ash and debris footprints on all program properties, using handheld equipment described in Sections 5.6 and 5.7 below.
- 9) Identify and contact the Owner of large partially damaged or undamaged propane tanks (A&M Contractor).
- 10) A&M Contractor's Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct surveys to identify, sample, and analyze results for suspected gross asbestos-containing materials, including concrete foundations and mortar (A&M Contractor).
- 11) If Chimneys or partial walls are to be knocked down for asbestos assessment crews to assess for ACM, Contact and obtain permits from the local Air Quality Management District (AQMD) or State Air Resources Board (ARB), whichever is the regulating agency, a minimum of one (1) week prior to knocking down chimneys or partial walls regarding NESHAP notification, if necessary. Document CAC clearance of abated parcels (A&M Contractor).
- 12) The A&M Contractor's Task Force Leader or Crew Leader assigned with the chimney tipping crew shall contact the property owner no less than twenty- four (24) hours prior to DDHTR Contractor tipping a chimney to verify if the property owner wants to be present or has any items to be saved. The A&M Contractor shall inform the Chimney tipping crew of any limitations or concerns prior to commencing with the chimney tipping.
- 13) Knock down Chimneys and/or partial walls for CAC/CSST to safely assess them for asbestos-containing materials (DDHTR Contractor).
- 14) Assess the parcel or segment of right-of-way (ROW) for eligible hazard trees, as described in the "Hazard Tree Assessment" section (A&M





## 2022 FORK FIRE - RFP

Contractor), and danger trees threatening the ability of the debris crew to work safely (DDHTR Contractor).

- 15) Ensure placement of biodegradable erosion control BMPs for immediate protection of waterways, culverts, drainage inlets, etc., after debris and hazard tree (if any) removal (DDHTR Contractor).
- 16) If non-residential properties are added to the Operation, the A&M Contractor shall provide the following services for each such property:
  - a) Evaluate the property based on zoning.
  - b) If the presence of hazardous materials is clearly a concern or unknown, conduct an Envirostor search (DTSC website).
  - c) If the presence of hazardous materials is still unclear, conduct an Environmental Site Assessment (ESA) by soliciting historical parcel data from Environmental Data Resources, Inc. (EDR) or an equal provider.

If the results indicate the possibility of hazardous materials A&M Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1. analyzing for all appropriate constituents of concern for purposes of proper disposal of materials removed.

### D. Disaster Debris Removal (DDHTR Contractor, A&M Contractor).

- 1) Utilizing qualified biologists, assess, monitor, and document identified endangered species using USFWS Qualified Biologists, nesting birds (during the season), cultural resources using Secretary of the Interior Qualified Archaeologists, water quality permits, and stormwater (A&M Contractor).
- 2) Check for underground utilities by alerting Underground Service Alert (USA) for public right of way (DDHTR Contractor).
- 3) Check for underground utilities by using an independent private utility locator service for private ROW, if necessary (DDHTR Contractor).
- 4) Acquire necessary encroachment permits for work along public roadways from appropriate agencies, including California Department of Fish and Wildlife, Caltrans, County, City, Town, etc. (DDHTR Contractor).
- 5) Remove gross asbestos-containing materials for those properties where asbestos is found or suspected as identified by the A&M Contractor's CAC/CSST (DDHTR Contractor's ACM Removal entity).





## 2022 FORK FIRE - RFP

- 6) Remove privately owned, fire-damaged propane tanks, less than thirty (30) gallons that have been marked as non-hazardous (DDHTR Contractor).
- 7) Remove privately-owned, fire-damaged propane tanks thirty (30) gallons or larger if directed to do so by the User Agency. DDHTR Contractor's safety officer shall prepare a detailed plan, to be approved by the IMT, describing the process of how the DDHTR Contractor will safely render thirty (30) gallon or larger fire damaged propane tanks non-hazardous and remove them for recycling after checking with the A&M Contractor and the IMT that the tank should be removed (DDHTR Contractor). The plan should include the removal of tanks that may have residual propane. These plans may include hiring a third party to assist in rendering the tank safe and tank removal.
- 8) Initiate contact with property owners twenty-four (24) to forty-eight (48) hours prior to commencement of debris removal and hazard tree removal to notify them of the estimated commencement of debris removal and hazard tree removal (if any) activities. If unable to establish contact, document the number of attempted contacts and who authorized debris removal to move forward (A&M Contractor).
- 9) Prior to any debris removal activities, A&M Contractor's TFL and DS to conduct a 360-degree Site Walk with the DDHTR Contractor's Crew Lead/Operator prior to commencing with any site work (including debris consolidation), review the property owner's ROE comments and requests, verify the extents of the property with a review of the Site Assessment Report, point out locations of items to protect or stay away from (septic tanks, leach fields, water wells, drop-offs, etc.), or that the property owner wishes to keep. A&M Contractor to mark such items clearly and, if applicable, relocate such items on top of plastic and away from the immediate on-property debris removal operational area. Determine how and where the operator intends to load the trucks. Determine limits of the Exclusion zone.
- 10) Fell danger trees that are an imminent threat to the Debris Removal Crew (DDHTR Contractor).
- 11) Remove any existing erosion control BMPs, such as wattles or compost socks and sediment collected. These BMPs must be removed with ash and debris loads, as they are presumed to have captured fire debris runoff from the structural debris footprint (DDHTR Contractor).
- 12) Remove vehicles for recycling or disposal in accordance with the IMT's direction on VIN verification . If VIN verification cannot be performed on the



## 2022 FORK FIRE - RFP

property, The DDHTR Contractor shall provide the state with one or more locations at which the state or local government can safely verify VINs for each vehicle, then transport vehicles for recycling or disposal (DDHTR Contractor).

- 13) The A&M Contractor shall open a ticket for each vehicle that is removed from the property and delivered to a separate VIN verification site. A vehicle ticket will be closed upon arrival of that vehicle at a recycling or end use facility (A&M Contractor).
- 14) The DDHTR Contractor should take into consideration that the vehicles will not necessarily be abated/adjudicated on the same day it arrives at this(ese) locations. Therefore, these abatement locations may need to be sized to accommodate vehicle storage to support the vehicle:
  - a) Delivery rate
  - b) Abatement rate and
  - c) The removal rate for recycling.
- 15) For the purpose of this MSA, it is assumed that for a:
  - a) Category 1 Operation the vehicle capacity should be assumed to be fifty (50) vehicles.
  - b) Category 2 Operation the vehicle capacity should be up to two hundred (200) vehicles.
  - c) Category 3 Operation the vehicle capacity should be up to five hundred (500) vehicles.
- 16) Collect, consolidate, and remove metals for recycling (DDHTR Contractor)
- 17) Collect, consolidate, and remove ash and debris for disposal. The equipment operator shall take care to minimize the mixing of ash, debris, and concrete with the underlying soil (DDHTR Contractor).
- 18) Collect, consolidate, and remove concrete for recycling (DDHTR Contractor). 19) Collect, consolidate, and remove six (6) inches of contaminated soil from the ash and debris footprint for disposal or landfill reuse for cover soil, as determined by the CM, in support of the IMT (DDHTR Contractor).
- 20) Document all of the above-mentioned debris loads (metal, ash, debris, concrete, contaminated soil) by opening a load ticket for each load that leaves the property. Load tickets shall be issued at the parcel of origin and closed upon arrival at the end use facility. Load tickets shall include the



## 2022 FORK FIRE - RFP

parcel of origin APN, name of end use facility, tonnage, and date and time of departure from property and arrival at the end use facility (A&M Contractor).

- 21) Cap all sewer lines and/or water lines found open or damaged due to debris removal (DDHTR Contractor).
- 22) Finish grading/smoothing ground surface (if applicable). Multiple burned areas should not be smoothed together to avoid cross-contamination of soil (DDHTR Contractor, A&M Contractor to monitor).
- 23) Place any remaining HHW on a sheet of plastic near the property entrance (DDHTR Contractor).
- 24) Contact the DTSC contact person to place such items on the DTSC "milk run" list for DTSC's contractor to pick up at their convenience (User Agency or A&M Contractor if directed by the User Agency).
- 25) A&M Contractor TFL, together with the DDHTR Contractor's laborers, shall walk the debris footprint area to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. If applicable, ensure that trip hazards are identified with brightly covered spray paint, impalement hazards are capped or cut to grade, and that temporary fencing is installed around any fall hazards or holes. Any damage to the property, utilities, or other private property caused during debris removal shall be documented by the A&M Contractor (A&M Contractor and DDHTR Contractor).
- 26) The TFL shall contact both the A&M Contractor DS (or designee) and the User Agency OSC, or designee, with at least an hour or more of lead time before they can conduct the intermediate site walk to confirm that the site is sufficiently cleaned of debris and should be cleared for soil sampling. Then the DDHTR Contractor's crew can mobilize to the next assigned site on the PSC's runway.
- 27) Prior to forecasted storm events, install temporary BMPs on active properties near waterways, as directed by the User Agency's OSC and approved by the IMT and the CM. (DDHTR Contractor).
- 28) The DDHTR Contractor shall use only renewable diesel fuel with a minimum of ninety-five (95) percent renewable diesel for in-use off-road diesel-fueled vehicles and equipment subject to 13 CA Code of Regs § 2449. This requirement:
  - a) Applies to work that the DDHTR Contractor (including subcontractors) perform.



## 2022 FORK FIRE - RFP

- b) Applies to heavy equipment, including but not limited to excavators, skid steers, cranes, specialized heavy-duty tree felling equipment, chippers, grinders, and other off-road diesel-fueled equipment.
- c) Applies to debris and woody materials on-road transport vehicles.
- d) Does not apply to vehicles registered to operate on public roads when those vehicles are used solely to deliver materials, supplies, or fuels to the job sites. Renewable diesel is a biomass-based diesel fuel that meets the ASTM D975 specification for diesel fuel.
- e) DDHTR Contractor shall provide, at a minimum, regularly scheduled reports documenting the satisfaction of this requirement. The DDHTR Contractor shall submit a final report providing cumulative data and reporting requirements prior to User Agency's Final Payment. DDHTR Contractor shall submit reports at regular intervals throughout the term of the Agreement based on the User Agency's Contract Manager's direction. The User Agency may choose to use the A&M Contractor to keep track of the renewable diesel fuel usage.

### E. Confirmation Sampling (A&M Contractor):

- 1) Sample and analyze soil, as described in the User Agency Soil Sampling Plan (A&M Contractor).
- 2) Compare soil results to cleanup goals developed by the A&M Contractor (A&M Contractor and the User Agency's OSC or designee).
- 3) If results exceed cleanup goals, another layer of soil will be removed from the specific area that exceeded these goals, as directed by the User Agency's OSC or designee, for disposal (DDHTR Contractor) and the site re-sampled (A&M Contractor).
- 4) If applicable, other means and methods may be utilized to meet soil cleanup goals such as soil borings or X-ray fluorescence (XRF) analysis (A&M Contractor at the direction of the User Agency's OSC or designee).

### F. Implement Erosion Control (DDHTR Contractor. A&M Contractor – monitors and documents).

- 1) If results are less than or equal to cleanup goals and are approved by the User Agency or designee, the DDHTR Contractor shall prepare the site for final erosion control (DDHTR Contractor) and certification (A&M Contractor).



## 2022 FORK FIRE - RFP

- 2) Place required storm water best management practices to control sediment runoff from each remediated property, as identified in the EPP and Section 8.1 Erosion Control Methods, or as otherwise directed by the User Agency's OSC or designee. Typically, erosion control is placed on the downstream side of structure footprints where debris was removed, including the placement of wattles or compost socks and hydromulch (no seeds) (DDHTR Contractor).

### G. Hazard Tree Felling

- 1) Review the hazard tree assessment prepared for each property with the A&M Contractor's Arborist and/or TFL to determine if prepared prior to commencing with the debris removal work. The hazard tree felling crew supervisor will decide how the tree felling will be accomplished and inform the  
  
TFL prior to commencing work. No hazard trees will be felled in structural ash and debris. If it is, the tree and all its cuttings and grindings shall be considered ash and debris and disposed of as such (DDHTR Contractor and A&M Contractor).
- 2) Submit permits required by forest practice rules for felling and transporting trees to end use facilities (DDHTR Contractor's LTO with support of the A&M Contractor's RPF).
- 3) Assess, monitor, and document identified endangered species using USFWS Qualified Biologists, nesting birds (during the season), cultural resources using Secretary of the Interior Qualified Archaeologists, water quality permits, Forest Practice Rules, and stormwater (A&M Contractor).
- 4) Fell hazard trees as identified and marked by the A&M Contractor's Arborist, stumps will be flush cut (within 6-inches) to existing terrain surface or as required in local government encroachment permits. No stumps will be removed unless pre-approved/directed by the IMT (DDHTR Contractor).
- 5) Perform monitoring, oversight, and documentation of the felling and removal of every Hazard Tree removed. Open a ticket for each arborist marked hazard tree felled (A&M Contractor).
- 6) Document with the IMT approved GIS (ESRI) – or compatible data collection software, all hazard trees removed, to include the following items (A&M Contractor):
  - a) Photograph after removal showing the identification number on the remaining stump.



## **2022 FORK FIRE - RFP**

- b) Date of removal.
  - c) GPS coordinates of each tree felled.
- 7) Once the marked trees are felled, limbs and tops are processed as necessary and cleared off of each property; the TFL shall document and mark the tree stumps with their original markings (prior to cutting) and take a photo and GPS the stump location. This information shall be logged into the A&M Contractor database, undergo a thorough quality control check, and be accessible by the IMT by the next day (A&M Contractor).
- H. Hazard Tree Removal.
- 1) Felled hazard trees and other vegetative debris will be collected and removed from the site within one (1) week (seven (7) days) of felling or as directed by the User Agency's Operations Lead (OSC or Debris Group Supervisor, as applicable). Trees may be chipped directly into trucks on site, transported to a Hazard Tree Processing Yard for processing, or hauled directly to wood material end use facilities at the discretion of the DDHTR Contractor. A small amount of chips may be left on site for erosion control purposes as defined in the EPP and these Special Provisions. In some instances, at the discretion of the User Agency's OSC and State environmental lead, vegetative debris may be "lopped and scattered" if the process of removal may cause environmental harm. Such activities must meet the forest practice rules and the permit(s) requirements. (DDHTR Contractor).
- I. Documentation Tracking and Consolidation (A&M Contractor).
- 1) Document all activities on each site, such as property owner interaction, daily truckloads, etc.
  - 2) Track and log each truck used and the total quantities and types of materials transported to landfill or end-use facility.
  - 3) Record truck's identification numbers and type of material removed by each truck from each property.
  - 4) Collect and organize DDHTR documentation through a web-based database.
  - 5) Prepare site-specific final reports and database (at CM's direction) for delivery to User Agency. These reports shall be finalized within three (3) months after the final property sign-off (FSO) report has been signed by the User Agency's OSC or designee.

### 1.12 Incident Action Planning



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## **2022 FORK FIRE - RFP**

During the course of this operation, the PSC will publish the Incident Action Plan (IAP) once every operational period. The length of the operational period will vary depending on the incident and can vary throughout the operation. The IAP will contain the incident objectives, specific personnel assigned to the various roles in the operation, work assignments, safety information, and contact information.

The Incident Action Plan will be developed pursuant to the Action Planning Process, which is summarized below:

- A. **Objectives Meeting:** The IMT will review progress over the prior operational period, anticipated resource availability, limiting factors, and strategic goals to set objectives for the operational period. This meeting may be held informally or as part of other IMT meetings.
- B. **Tactics Meeting:** The OSC and PSC will lead a Tactics Meeting with all Contractors (both A&M Contractor and DDHTR Contractor) to establish resource orders and work assignments necessary to meet incident objectives.
- C. **Planning Meeting:** The OSC and PSC will present the Incident Action Plan to the IMT and stakeholders for comment, review, and approval.





## PRELIMINARY OPERATIONS

### 1.13 Permits

All on-site debris removal work will be performed between the hours of 7:00 a.m. to 6:00 p.m. PT, Monday through Saturday, or adjusted as specified by local noise ordinances. Debris removal crews may commence pre-work health and safety briefings at the beginning of a shift and post-shift meetings at the end of shift, outside of these allowed operational hours, which should not impact compliance with the noise ordinance.

Table 4 lists the requirements and permissions anticipated for the Operation.

**Table 4. Summary of Permit Requirements**

<b>Requirement/Permission</b>	<b>Entity Responsible for Obtaining</b>	<b>Comments</b>
Property owner Site Access/ Authorization for ROE and Access only ROEs	Counties	Owners require executed forms before work can begin on their property.
Property owner Access only Agreement	Counties	Executed forms from non-User Agency program property owners to provide access to properties that are part of the User Agency program.



**2022 FORK FIRE - RFP**

Requirement/Permission	Entity Responsible for Obtaining	Comments
California Environmental Quality Act (CEQA)	Exempt	Operations undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed because of a disaster are exempt from CEQA. Public Resources Code, sections 21080(b) (3), 21172; see also, 14 CCR 15269(a).
Section 1602 or 1610 Streambed Alteration, California Department of Fish and Wildlife (CDFW)	CDFW; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and/or A&M Contractor will consult with CDFW for removal of dangerously burned trees. Typically, the Operation does not include work in, or through, a streambed. If a stream crossing is necessary to access and remove burned debris, User Agency will consult with CDFW to determine whether work is consistent with the EPP or will need to submit a Lake or Streambed Alteration Program Notification of Emergency Work Permit to CDFW within fourteen (14) days of commencing with streambed crossing



**2022 FORK FIRE - RFP**

Requirement/Permission	Entity Responsible for Obtaining	Comments
Federally Funded or on Federal Property Follow National Environmental Policy Act (NEPA)	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will Consult with FEMA or Federal lead agency regarding the debris removal operation and potential impacts on federally protected resources (i.e., waters of the US, etc.) endangered species, and historical and cultural artifacts, etc. to be addressed and incorporated in the EPP.
Federally Funded or on Federal Property -- Federal Section 7 Permit for Federally Endangered Species	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will consult with FEMA or Federal lead agency regarding the debris removal operation and potential impacts on federally endangered species or endangered species habitat as described in the EPP. Including the submission of final reports per the direction of the FEMA consultation with USFWS and/or NOAA Marine Fisheries Service. Maps will be produced using GPS at sub-meter accuracy.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

Requirement/Permission	Entity Responsible for Obtaining	Comments
Federally Funded or on Federal Property – Section 106 National Historic Preservation Act assessments	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will consult with FEMA, who will consult with the State Historic Preservation Office (SHPO) to determine if there are any archeological sites of interest/concern within the footprint of the debris removal operation. If so, determine how to mitigate, as addressed in the EPP. A&M will provide Archaeologists to perform assessment and monitoring and draft and submittal of final reports per the direction of the FEMA consultation with SHPO. Maps will be produced using GPS at sub-meter accuracy.



**2022 FORK FIRE - RFP**

Requirement/Permission	Entity Responsible for Obtaining	Comments
<p>Federally Funded or on Federal Property -----US Army Corps of Engineers (USACE) Non-Reporting Nationwide 33 Streambed crossing or Regional General Permit to address Clean Water Act (CWA) Section 404 Regional General Permit for Clean Water Act Section permit</p>	<p>User Agency or its A&amp;M Contractor</p>	<p>User Agency PSC, OSC, and/or its A&amp;M Contractor will consult with the USACE regarding the applicability of the Nationwide 33 permit for the emergency response/recovery activities affiliated with the operation or whether a Regional General Permit to address CWA Section 404 is required. Permit applications will be submitted per February 10, 2016, Updated Map and Drawing Standards, including the use of sub-meter accurate GPS readings for the Ordinary High-Water Mark. As addressed in the EPP, a 401 Permit approval from the local Regional Water Quality Control Board (RWQCB) may be required.</p>
<p>401 Permit</p>	<p>CalEPA State Water Resources Control Board; User Agency or its A&amp;M Contractor</p>	<p>User Agency's PSC, OSC, Environmental Unit Lead, and/or A&amp;M Contractor will consult with the RWQCB and submit the information required for review and approval as addressed in the EPP.</p>



**2022 FORK FIRE - RFP**

Requirement/Permission	Entity Responsible for Obtaining	Comments
<p>Laydown and storage yards and other necessary operations supporting facilities will likely require National Pollutant Discharge Elimination System (NPDES) Stormwater permits</p>	<p>DDHTR Contractor for support facilities. Some support by the A&amp;M Contractor</p>	<p>DDHTR Contractor will coordinate with the landowner, the City or County land use municipality, and the RWQCB to apply for and obtain NPDES permits as required and install and maintain necessary BMPs.</p>
<p>Road Use or Special Permits for accessing private properties from roads on Federal</p>	<p>DDHTR Contractor for access across roads on federal lands. EHP</p>	<p>Permits will require biological and historical preservation assessments and likely BMP protections to be installed, maintained, and ultimately removed.</p>
<p>Lands (BLM, USFS, etc.)</p>	<p>Support from the A&amp;M Contractor. Plus, it may require additional assistance from state agencies and User Agency CM and /or OSC or designee.</p>	



**2022 FORK FIRE - RFP**

Requirement/Permission	Entity Responsible for Obtaining	Comments
CalFire Forest Practice Rules Permits for Timber Harvest activities (1104.1b, 1039g, 1052).	DDHTR Contractor's LTO to prepare, sign, and implement permit(s) and their requirements. May obtain assistance from A&M Contractor's RPF.	Prior to felling any Hazard Trees, the DDHTR Contractor shall confer with the CalFire Regional Office and the RWQCB representatives to confirm necessary permits and/or confirm applicable exemptions, then submit obtain and implement required BMPs and AMMs, under A&M Contractor Forester's oversight and support.
County Encroachment Permit	DDHTR Contractor (May be waived)	Use of temporary trailers or storage units on County ROW will require the submittal of an application.
County Demolition Permit	User Agency (may be waived)	Counties to issue a blanket permit to demolish all structures destroyed by the fire under this program.
Air District Asbestos Demolition Permit/ Notification	User Agency (may be waived)	User Agency or its A&M Contractor will make appropriate notification to local Air Quality Management District (AQMD), California Air Resources Board (CARB), and/or Federal EPA for demolition of any remaining standing structures and chimneys that fall under the requirement, as necessary.





**2022 FORK FIRE - RFP**

Requirement/Permission	Entity Responsible for Obtaining	Comments
Site Hazardous Waste Transport	User Agency	User Agency will submit an emergency Department of Transportation (DOT) waiver to allow for the transport and consolation of hazardous materials at a predefined staging area within the immediate burn scar area.
Traffic Control (city, county roadways, and state highways)	DDHTR Contractor	User Agency DDHTR Contractors apply for and obtain all road and highway permits in support of these operations and will supply necessary signage as required by the permitting agency(ies).
Hazardous Waste Disposal	User Agency	User Agency will contact the DTSC if any household hazardous waste is found on properties. User Agency will direct DDHTR Contractors to place such materials at one location on each property and/or in an environmentally protective, safe, and secure storage area (as appropriate) and arrange for the DTSC to make special collection trips, "milk runs," to collect and appropriately transport and dispose of such materials.



## 2022 FORK FIRE - RFP

Requirement/Permission	Entity Responsible for Obtaining	Comments
Temporary Heliport Authorization	CalTrans	For temporary take-off and landing facilities related to debris or tree removal via helicopter.

### 1.14 Background Soil Assessment (User Agency/ A&M Contractor)

User Agency and its A&M Contractor will identify regions with potentially differing soil types within the footprint of the Incident. The A&M Contractor shall also review geologic maps and look for signs of anthropogenic disruptions such as mining operations, disposal sites, contamination from previous disasters, other such activities that could have an impact on the background soils sampling locations as well as on the confirmation soil sampling that will take place after the debris has been removed from program properties. A&M Contractor, with approval from User Agency, shall determine if levels above clean-up goals are the result of the incident fire ash and debris or from pre-existing conditions.

Soil samples in the vicinity but not in the ash impacted area will be collected and analyzed to establish the natural or anthropogenic occurring metal concentrations around the Incident. A California-certified laboratory will analyze these samples for California Code of Regulations (CCR) Title 22 metals. Samples will be collected.

These samples will also be analyzed for moisture content which the A&M Contractor will use to correct the concentration of the metals to determine dry metals concentrations from analytical results.

In addition, if directed by the User Agency's OSC, baseline assessment samples shall be taken at truck staging areas and equipment yards. These samples shall be analyzed for CCR, Title 22 metals, Total Recovered Petroleum Hydrocarbons (TRPH), benzene, toluene, ethylbenzene, and xylene (BTEX) analysis by a California-certified laboratory. Results from these samples will be used to establish a baseline, and additional samples will be collected upon demobilizing to ensure no residual material or hydrocarbon spill was left behind. The DDHTR Contractor will be responsible for removing contaminated soils contributed by its operation in these staging areas, as verified by the A&M Contractor following appropriate predetermined soil sampling and analysis protocols.

### 1.15 Air Monitoring (A&M Contractor)

Prior to the commencement of debris removal, User Agency and its A&M Contractor will prepare an operation air monitoring plan that will be reviewed and approved by the User Agency's IMT. This plan shall follow all local, regional, state, and federal requirements for the types of activities included in these Special Provisions. The background,



## **2022 FORK FIRE - RFP**

community, and debris removal property air monitoring will include particulate matter (PM 2.5), airborne metals, and asbestos.

Once the Air monitoring Plan is approved, the A&M Contractor shall collect background air monitoring samples to establish baseline levels for air contaminants collected from the community and highly sensitive receptor areas as determined by the User Agency's IMT or designee and the A&M Contractor. The A&M Contractor will include conducting debris removal property air monitoring on typically one-third of the properties that are actively having debris removed on a daily basis.

Once debris removal commences, ongoing air monitoring in the community and at the selected debris removal property will be performed as outlined in the User Agency's OSC approved Air Monitoring Plan. Community and selected debris removal property air sampling shall take place during debris removal operational hours only.

Air monitoring results shall be reviewed and submitted to the User Agency's OSC and/or Designee and the State H&S Officer within one (1) day of receipt of results from the analytical laboratory (on a maximum of seven (7) day turnaround schedule). The A&M Contractor shall flag any exceedances to the IMT.

### **1.16 Water Source (DDHTR Contractor)**

The DDHTR Contractor will be responsible for obtaining water use permits, complying with permit conditions, and monitoring water usage from water hydrants or other approved and permitted water sources (i.e., lake, river, stream, etc.), using a meter or other required and approved method of tracking water usage. The State will identify a water source before DDHTR Contractor work commences.

### **1.17 Underground Utilities (A&M Contractor and DDHTR Contractor)**

Notify Underground Services Alert (USA) at least forty-eight (48) hours prior to ground disturbing activities such as installation of the property address signs (A&M Contractor) and (DDHTR Contractor). Check for underground utilities by using an independent private utility locator service for private ROWs, if necessary (A&M Contractor and/or DDHTR Contractor).

### **1.18 Identify equipment and material staging area (DDHTR Contractor)**

Each contractor will provide the location of their equipment/office staging areas and any additional temporary facilities that support debris and hazard tree removal operations.

Depending on the burn area and complexities of remote operations, the DDHTR Contractor may determine those temporary facilities, such as Temporary Debris Management Sites (TDMSs), storage facilities, laydown areas, vehicle adjudication facilities, equipment maintenance yards, and housing base camps, may be required to efficiently meet operational goals.



## 2022 FORK FIRE - RFP

The Environmental Protection Plan (EPP) waiver coverage shall not likely apply to debris removal operations activities, such as those mentioned above, for which local agency permits may be required. The local agencies for each county will likely require the need to obtain:

- A. An Industrial General Permit from the Regional Water Board and develop a Storm Water Pollution Prevention Plan (SWPPP) and all applicable specific rules in the EPP.
- B. May require a land use permit, depending on the property zoning and local agency requirements.
- C. In some circumstances, soil sampling may need to occur before and after site usage.
- D. If the Operation is either federally funded or the temporary facilities are intended to be located on federal land, the Contractors shall work with the User Agency to consider these facilities for compliance under the National Environmental Policy Act (this process could take two weeks to ninety (90) days).
  - a. In this case, the Contractor(s) shall produce a site-specific plan to the User Agency's Environmental Lead, including:
    - i. Address/Location.
    - ii. Aerial map showing the active use boundaries.
    - iii. Uses a description of the site.
    - iv. A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.
    - v. Contractor(s) shall have a USFWS qualified biologist perform a desktop review and field evaluation of the work site for Section 7 of the Endangered Species Act.
      1. Provide CNDDDB and ECOS Critical Habitat review.
      2. Provide documentation of a field visit with photographs and notes.
    - vi. Contractor(s) shall have an SOI qualified archaeologist perform a desktop review and field evaluation of the work site for Section 106 of the National Historic Preservation Act.
      1. Provide CHRIS review (keep confidential and forward to FEMA EHP).
    - vii. If applicable, contractors will apply for Section 404 of the Clean Water Act permit, and provide evidence of compliance with Executive Order 11990 Protection of Wetlands, and Executive Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains.
    - viii. Contractors will document that the site is not on the Hazardous Waste and Substances sites from DTSC's "Cortese list."
  - b. Contractor(s) shall be prepared to allow Local, State, Federal, or Tribal representatives to conduct environmental evaluations or follow up inspections.
- E. Consultation with ALL affected California Native Tribes, if any.



## 2022 FORK FIRE - RFP

- F. Permits will be collected for Public Assistance and Environmental and Historic Preservation Records (send them to the Environmental Lead).

### 1.19 Temporary Debris Management Sites (DDHTR Contractor)

Temporary Debris Management Sites (TDMSs) generally consist of a temporary ash and debris stockpile, a protective berm, and operational areas allowing for trucking access. The site shall be enrolled for coverage under State Water Resources Control Board Order WQ 2020-0004-DWQ

([https://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2020/wqo2020\\_0004\\_dwq.pdf](https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2020/wqo2020_0004_dwq.pdf)), General Waste Discharge Requirements For Disaster-Related Wastes (General Order). A&M Contractor shall provide monitoring of Operations at TDMS, including community air monitoring services.

DDWTR Contractor shall note that the following conditions shall be enforced for the operation of the TDMS. The conditions are mandatory for its continued use. Violations of the conditions will be reported to the User Agency. If the IMT determines there is a violation, the DDHTR Contractor will be informed of such violations. A violation will incur a minimum delay in operations for twenty-four (24) hours. No inbound or outbound ash and debris transports can be processed during that time. Individual property ash and debris removal operations can continue but without the use of the TDMS. If a violation is not resolved within twenty-four (24) hours of notification from the Contract Manager, the closure plan will be triggered.

Health & Safety: The ash and debris stockpile area will be defined as an exclusion zone. DDHTR Contractor shall follow all exclusion zone procedures for the ash and debris stockpile area.

Operating Limit: The User Agency will define the maximum operating limit for each TDMS. A variance of ten (10) percent from the operating limit will be permitted. Any exceedance of the ten (10) percent variance will trigger a delay in operations for three (3) working days in which no inbound materials will be accepted. Temporary scales are used to determine the weight of inbound and outbound trucks. Materials can be removed outbound if it complies with the Dispatch of Trucks requirements.

The Operating limit will be calculated based on the quantity delivered to the end use facility. When they arrive at the approved end-use facility, pre-loaded truck quantities are subtracted from the pile quantity.

Site Operations Exclusion Zone: Includes all areas within the perimeter berm, not including the truck dumping and transfer truck loading zones. Staked red tape will designate the hot zone and shall be maintained. Level C Personal Protective Equipment (PPE) requirements shall be enforced within the exclusion zone.

Loading Zone: Includes the length of the longest anticipated transfer truck and trailer anticipated to be used by the DDHTR Contractor. A yellow caution taped off area of



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

fifteen (15) feet wide by sixty-five (65) feet long section will be staked and maintained to designate the loading zone. This area will be identified as the warm zone. No materials will be dumped on the ground in the warm zone. Transfer trucks will be backed into and loaded within the loading zone. Materials spilled in this zone will be cleaned up prior to the transfer truck leaving the area and the next loaded truck being allowed to enter.

This area will be inspected and cleaned once each transfer truck is loaded and at the end of the daily operations. If the underlying material is contaminated, it will be removed and replaced. The loading zone is located furthest away from all residents, the general public, or workers not affiliated with the TDMS.

Decontamination Zone: Includes an area for workers to put on and take off PPE as required in the Hot Zone. Decontaminate equipment and PPE items as needed in the work process.

Dispatch of Trucks: All trucks inbound and outbound shall be issued and carry truckload tickets. Loads inbound are received and dumped at the external edge of the hot zone. Loaders will transport the ash and debris to the excavator's debris pile and load the outbound transfer trucks. Outbound transfer trucks will only be loaded in the designated loading zone. As described above, the loading zone shall be specified and identified within the perimeter berm. Outbound trucks will receive their scale and load tickets to bring with them to the designated landfill expected to arrive on that same day. Outbound trucks can also be sent to the designated and approved pre-load site for delivery the following day. Trucks will be issued load tickets the next day if there is no pre-load site and are not expected to arrive before the landfill closes.

Minimum Staffing: DDHTR Contractor shall make a minimum of two (2) personnel available to operate the TDMS. A loading operator and dust control laborer is required for loading. Two laborers can work together to complete tasks. If two personnel are not on-site, the TDMS will be considered inactive. A plastic cover shall cover the pile of material while the site is inactive, during non-work hours (overnight), and all days when work is not occurring. No unloading or loading of materials can take place while the TDMS is inactive.

The staff operates the equipment at the facility, which shall include the excavator used for loading, loader for managing the consolidating materials, and a water truck and water buffalo for dust control. Staff will also assist with backing up trucks for loading and unloading.

Transfer Trucks: Outbound transfer trucks must follow the truck loading requirements as described in this document. All trucks loaded with ash and debris shall be lined with plastic sheeting and "burrito wrapped" with the plastic as described herein:





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

- A. All Ash and debris and contaminated soil loads must be well wetted and placed in six (6) to ten (10) mil plastic lined trucks and burrito wrapped to minimize any discharges on the roadways to the disposal site.
- B. All loads shall be covered with a non-permeable tarp not less than fourteen (14) mil in thickness; this includes metal debris, contaminated soil, and concrete. Ash and debris loads will be placed in a plastic liner before being covered with a tarp. Tarps shall be secured with no less than six (6) anchors around the perimeter of the truck. Tarps shall be free of tears greater than six (6) inches and cover the entire load. No auto tarps will be allowed for this purpose.

This will ensure that materials and dust do not escape out of the truck. The User Agency will consider relaxing this requirement if DDHTR Contractor can demonstrate that the trucks are sealed and no leakage can occur.

Dust Control: Dust control shall be maintained during all hours of operation. This includes when inbound trucks are dumping their loads, outbound transfer trucks are being loaded, and all times in between.

Storm Water Protection Weather events: A weather event shall be classified as a prediction of rain of 0.25 inches for the general area within twenty-four (24) hours by the National Weather Service. The continuous exterior perimeter berm shall be maintained during weather events, and no breaches of the berm will be allowed. Water that accumulates within the berm will be kept within the berm and allowed to evaporate. Any water removed from within the berm shall be considered contaminated. The User Agency and the appropriate Regional Water Quality Control Board shall be notified prior to the removal of this contaminated water from within the berms. If DDHTR Contractor deems it necessary to remove this contaminated water from within the bermed area, it will require sampling, analysis, and storage while awaiting the results of the lab analyses. If deemed necessary, the water may also require treatment as indicated by the lab analysis and the A&M Contractor.

Perimeter Berm: Shall be comprised of clean fill materials. The berm height shall be a minimum of three feet tall when measured from the surrounding existing grade. A plastic liner shall be incorporated into the berm as well as under the entire bermed area to prevent leakage. Water shall not be allowed to leak from the perimeter berm. The perimeter berm shall also be treated for dust control. One access point shall be allowed through the perimeter berm, for inbound loads to dump and for the loading zone. The access shall be a maximum width of twenty (20) feet. The access point in the perimeter berm shall be filled in with a three (3) foot tall berm to fully enclose the transfer operations when there is a forecast weather event. Rumble strips will be placed across the entire entrance and exit of the transfer station area to knock off dirt and mud that may have accumulated from trucks as they leave the transfer station. This area shall be inspected and cleaned as necessary at the end of each operational day.





The TDMS shall be maintained as necessary. This includes sweeping asphalt surfaces outside of the perimeter berm daily to limit track-out from debris hauling trucks.

Air Monitoring: Air monitoring shall be conducted, by the A&M Contractors air monitoring crew, during normal work hours. Air sampling stations will be placed upwind and downwind of the operations, on the perimeter of the transfer station, and between the TDMS and the general public. Laboratory analysis of the air monitoring samples will be completed. Results will be reviewed by the A&M Contractor and shared with the User Agency for possible refinement of the dust control plan.

Closure Plan: The closure plan is the plan of ending operations of the TDMS. This will include removing all waste materials brought from the site, decontaminating equipment and materials used, and removing materials to create the TDMS to include the perimeter berm, sacrificial layer, and underlying plastic sheeting. Cleanup of existing asphalt and surrounding surfaces shall also be completed. This may include removal of areas determined to be contaminated by way of soils sampling and testing from soils underlying the exclusion zone operating area by the A&M Contractor. The DDHTR Contractor will fully complete the site closure plan and demobilize within twenty-one (21) days of the notice from the User Agency.

#### **1.20 Identify material disposal and recycling options (DDHTR Contractor)**

The DDHTR Contractor is responsible for identifying all material disposal and reuse/recycling facilities to be used during DDHTR operations. These facilities shall have all appropriate operating permits and be pre-approved by the User Agency.

#### **1.21 Identify immediate erosion control needs (DDHTR Contractor)**

The State Watershed Task Force typically works to identify the Values at Risk for life safety and address these concerns prior to debris removal. If the DDHTR Contractor identifies areas that need measures to protect waterways from contamination, they shall take immediate action to mitigate these concerns.

#### **1.22 Perform Vehicle Identification Number (VIN) verifications (State or Local law enforcement or approved local agency staff)**

Vehicles (e.g., automobiles, trailers) that are required to be registered with the Department of Motor Vehicles (DMV) and that have been destroyed by the fire must be adjudicated by the state highway patrol and/or local law enforcement or designated employee of an authorized public agency. While this process is preferred to occur onsite, burned vehicles may also be adjudicated at an offsite facility if approved by the Incident Management Team.

Burned vehicles shall be considered burned hulks per DMV regulations and may be drained of fluids onsite or at an approved metal recycling facility. Vehicles and burned



## 2022 FORK FIRE - RFP

hulks shall be bundled with a net/cover to prevent items from falling from the vehicles during transport (DDHTR Contractor).

If it is not possible for the VIN verifications to occur on each property, the DDHTR Contractor shall provide one or more locations at which State or local government can safely perform the VIN verifications. The State or local government will inspect each vehicle and fill out the appropriate paperwork prior to vehicles being disposed of by the DDHTR Contractor. If directed by User Agency to establish a vehicle adjudication facility, the DDHTR contractor shall provide all necessary equipment and personnel necessary to operate the facility for the duration of the contract, including but not limited to the following:

- A. Sufficient physical space
  - 1) Estimated to be two (2) to five (5) acres
- B. Federal, State, and Local permits and fees, cost of compliance
- C. Required notifications and consultations
- D. Heavy equipment, for example, forklift, dust control
- E. Temporary facilities, for example: shipping containers, shade shelters, portable restrooms
- F. Labor
- G. Overhead, for example: insurance, mobilization, demobilization

Vehicles that the IMT directs the DDHTR Contractor to remove from a public right of way, to be adjudicated and/or recycled elsewhere, shall be removed and transported in such a way as to avoid crushing the vehicle allowing for vehicle owners to access these vehicles after relocation.

### 1.23 Roadway Assessment and Documentation (A&M Contractor)

Video record pre-operational conditions of all County, City/Town, and private roadways on which program participating ROE properties reside, roadways necessary to access these ROEs, and roadways required to access the end use facilities. The A&M Contractor will also take field notes during the road evaluations. These shall be compared to post-operational evaluation for potential local agency reimbursement by state or federal funding agencies. Completed videos should be available at IMT request within forty-eight (48) hours of beginning recording either via electronic or hard drive access.

A&M Contractor shall also verify that any roads that are required to be used for hauling debris are private or not. The A&M Contractor shall investigate and then advise the CM and the IMT whether permission to use the private road(s) is/are required and how to obtain that permission. At the same time, the A&M Contractor shall inform the DDHTR Contractor(s) of a) the "Contractors Responsibility" clause and b) their responsibility to take reasonable precautions to maintain the integrity of the private road during the operation.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

If directed to do so by the User Agency, the A&M Contractor shall prepare engineering reports documenting certain roads' pre-work and/or post-work conditions. Such reports shall be prepared to accepted industry standards and be sufficient to determine what damage or degradation to the road is attributable to debris removal operations and what was pre-existing. The reports shall also determine whether damage or degradation is due in whole or in part to poor design or construction, poor road maintenance, or the DDHTR Contractor's negligent actions. As appropriate, reports should include photographs of pre-work and post-work conditions and engineering drawings. The A&M Contractor should charge the Civil Engineer position identified in Exhibit B.1 – Rate Sheet, to prepare these plans, which are subject to approval by the User Agency.

### **1.24 Environmental Assessment (State's Environmental Task Force, User Agency, or other state agency)**

User Agency and other State Agencies will develop an EPP (similar to the EPP sample (<https://www2.calrecycle.ca.gov/Contracts/DownloadDocument/887>)) to summarize the key areas and types of environmental and historical resources present in the vicinity of the operations. The EPP will summarize the compliance procedures necessary for the DDHTR Contractor and A&M Contractor to be aware of when conducting each function as part of the overall Operation. All BMPs and AMMs, regardless of their timing before or after contract execution , will be implemented by the DDHTR Contractor.



## **SITE ASSESSMENT**

User Agency's A&M Contractor will assess and document information prior to debris removal as described below.

### **1.25 Address Signs**

The A&M Contractor shall complete underground service alert (USA) assessments at the entrance to each property for which an ROE has been obtained and prior to or as part of conducting the initial site assessment for such property. Once cleared, the A&M Contractor shall install one reflective aluminum address sign that will be required to be installed per parcel. The sign dimension should be four (4) to six (6) inches in width and eighteen (18) to twenty-four (24) inches in height. The edges shall be round and free of sharp edges. The background shall be a reflective green and all text shall be reflective white. Each sign shall be mounted on a six (6) foot pre-drill, u-channel steel post. The numbering for the address shall be at three (3) to four (4) inches in height.

Address sign example (not to scale):



### **1.26 Identify Septic Tanks (A&M Contractors and DDHTR Contractors)**

A&M Contractors shall identify, mark, and document septic tank and leach field locations, if possible, from the ROEs, from the County Environmental Health, contact with the homeowner, or via site assessments or other means. DDHTR Contractors shall confirm and be responsible for protecting both items on all properties on which they operate.

### **1.27 Operational Soft Starts**

The User Agency may direct that the A&M Contractor and/or DDHTR Contractor conduct a "soft start" of any or all of the operations described in these Special Provisions (for example, Site Assessment, Asbestos Assessment, Structural Debris Removal, Confirmation Soil Sampling, Rescraping, Erosion Control BMP placement). A "soft start" is defined as a single day of the operation for the purpose of evaluating each contractor's proposed methodologies and determining whether the methodologies are sufficient to commence full operations.



## 2022 FORK FIRE - RFP

One purpose of a soft start is to evaluate the sufficiency of the A&M Contractor's documentation processes. To assist the User Agency in determining the sufficiency of these processes, the A&M Contractor shall provide a presentation to the User Agency

on a working day following a soft start, reviewing the operational protocols and processes and the resulting data.

The User Agency will determine whether the protocols, processes, and resulting data are sufficient for further assessments or operations. If the User Agency determines the results are insufficient, User Agency shall provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working days to make the requested adjustments unless the User Agency determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the User Agency the day following the work. The User Agency may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.

The DDHTR Contractor's soft starts would similarly be conducted in one (1) day for each type of soft start activity for the purpose of determining if the methodologies utilized are an effective and efficient means for completing the contracted operational tasks.

The User Agency may direct that soft starts for multiple phases of the operation (for example, site assessments and asbestos assessments) are conducted on the same day or may conduct soft starts over several days. Due to the preliminary nature of soft starts, the A&M Contractor and DDHTR Contractor should expect soft start days to be less operationally efficient than normal working days. The A&M Contractor and DDHTR Contractor should be prepared to mobilize and demobilize resources for soft starts and expect that resources may not be immediately employed in further operations depending on the results of the soft start.

Additional specifications for hazard tree assessment hazard tree removal soft starts are provided under Section 8.0, Hazard Tree Removal Operations.

### **1.28 Identify Water Wells (A&M Contractors and DDHTR Contractors)**

A&M Contractors shall identify, mark and document water well and water pump locations, if possible, from the ROEs, from the County Environmental Health, contact with the homeowner, or via the site assessments or other means. DDHTR Contractors shall confirm and be responsible for protecting these items on all properties on which they operate.

### **1.29 Property Site Assessment (A&M Contractors)**

Property site assessments will include, but not be limited to approximate property lines (utilizing software such as LandGlide or similar program for handheld devices), sketching the foundation and hardscape footprints and debris field footprints, septic



## 2022 FORK FIRE - RFP

tank, and leach field locations (if applicable), sanitary sewer laterals, water lines, water wells, electrical lines, fuel tanks (i.e., fuel oil, kerosene, etc.), dead and dying trees in

and around the debris field footprint (that could be a danger to the debris removal crew) possible environmental concerns (surface waterways, creeks, streambeds, or other pre-determined habitats of concern) and identifying property-specific hazards on a field data form. Oversized debris (i.e., burned cars, large appliances, water heaters, etc.), potentially hazardous materials (i.e., large propane tanks – greater than thirty (30) gallons, chemical containers, ammunition cases, etc.), and potentially hazardous conditions (unstable walls, exposed electrical lines, wells, cisterns, damaged trees, steep slopes, post tension concrete slabs, etc.) and access issues due to terrain, weather, or bridge crossings will be noted and mapped on the form. Photographs will be taken from each angle of the property and additional photographs should be taken to document hazards or other existing conditions, including non-burned items. Each property debris field shall have a unique number and be labeled on the assessment map.

A&M Contractor shall determine the owner (property owner or vendor) of large propane tanks (greater than thirty (30) gallons) that are partially damaged or undamaged that need to be removed or are or may be in the way of the Debris or Hazard Tree Removal Contractor's operations. The A&M Contractor shall contact the tank owner and ask them to have the tank removed (ideally) prior to the DDHTR Contractor commencing operations on the property.

If non-residential (i.e., commercial, industrial, public parks, or other public facilities) properties are added to the Operation, the A&M Contractor shall provide Waste Profiling sample and analyses services, including the following for each such property:

- A. Evaluate the property based on zoning, what kind of use it had prior to the fire, and aerial photos, to determine if it is likely to have stored hazardous materials.
- B. If the presence of hazardous materials is clearly a concern or unknown, conduct an Environmental Assessment by checking the property against Envirostor (DTSC website) to determine if it is known to be a contaminated site.
- C. If the presence of hazardous materials is still unclear, A&M Contractor shall conduct an Environmental Site Assessment (ESA) prior to conducting an individual parcel site assessment by soliciting historical parcel data from Environmental Data Resources, Inc. (EDR).
- D. If the results indicate the possibility that hazardous materials were used and/or stored on the property, Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1. The analysis shall include:
  - a. CAM 17 Metals
  - b. Mercury
  - c. DRO/MRO (diesel and motor oil range organics)
  - d. GRO (gasoline range organics)
  - e. BTEX/MTBE





## 2022 FORK FIRE - RFP

- f. SVOCs
- g. PCBs
- h. Pesticides
- i. Herbicides
- j. Dioxins (as necessary)
- k. TCLP/WET (as necessary)

### 1.30 Structural Engineering Assessment

If directed to do so by the User Agency, the A&M Contractor shall use Civil Engineers to perform structural engineering assessments of buildings impacted by the disaster, which may include damage from wildland fires, floods, earthquakes, or other hazards. These assessments shall determine and certify whether the structures are unsafe and pose an immediate threat to lives or public health and safety, as defined by FEMA's Public Assistance Program and Policy Guide, Version 4. Generally, these assessments are expected to be conducted following a Safety Assessment performed by the local building department. The User Agency or other relevant authority, such as a local building department, may provide specific criteria and instructions for the performance of these assessments, which shall be implemented by the A&M Contractor. User Agency may also direct the A&M Contractor to prepare a proposed technical assessment methodology based on established practices and site-specific conditions for review and approval by the User Agency.

The findings and conclusions of each assessment shall be documented in a Structural Engineering Assessment Report, which shall identify the A&M Contractor Civil Engineer(s) who performed the assessment. The structural engineering assessments shall also determine whether repairs or demolition is the more cost-effective option for each assessed structure and provide a recommendation on the subject on the User Agency. The final decision of whether a structure shall be demolished will be made by the User Agency. If the User Agency determined demolition is required, the A&M Contractor's Civil Engineers shall coordinate with DDHTR Contractor personnel to develop demolition work plans and oversee demolition operations.

### 1.31 Asbestos Assessment and Removal

To be protective of the workforce, public health, and surrounding community, User Agency has elected to perform an asbestos survey with laboratory analysis of samples collected on each site to evaluate each property for the presence of ACM for the need for removal. Additional scrutiny is placed on homes constructed before 1985 and debris sites with cement siding or vermiculite insulation.

Asbestos sampling will be conducted for suspected ACM materials which will include concrete samples. The goal of this survey is to reduce sending false positive ACM to the landfill and provide additional quality assurance and control that other bulk ACM





was not missed in the initial surveys. The samples will be analyzed by polarized light microscopy or transmission electron microscopy using the methods described in the U.S. Environmental Protection Agency (EPA) Method for the Determination of Asbestos in Bulk Building Materials EPA/600/R-93/116.

Full National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos surveys will be performed on partially burned structures and chimneys as long as they are structurally safe. A Certified Asbestos A&M Contractor (CAC) or licensed structural or civil engineer will determine if the partially burned structure is safe to perform asbestos removal on. Should the structure be deemed unsafe, the DDHTR Contractor will use wet methods and heavy equipment to eliminate the risks. Once the structure or chimney is safely on the ground, a NESHAP asbestos survey will commence. The samples will be analyzed by polarized light microscopy or transmission electron microscopy using the methods described in the U.S. Environmental Protection Agency (EPA) Method for the Determination of Asbestos in Bulk Building Materials EPA/600/R-93/116.

### **1.32 California Wildfire Asbestos Survey Standard Operating Procedure**

To reduce the exposure risk from bulk asbestos to the debris removal workers; incident management personnel; nearby residents and neighbors in the community; and others handling, transporting, and disposing of the debris, the IMT, and its A&M Contractors during the past five years of debris response have developed a standard operating procedure (SOP) for fire-related asbestos issues. This SOP, known as the "California Wildfire Asbestos Survey" (Attachment A), is more stringent than the current federal NESHAP requirements and was developed by ACs, Certified Site Surveillance Technicians (CSSTs), and Certified Industrial Hygienists (CIHs) with thousands of hours of field response. The California Wildfire Asbestos Survey presents procedures to identify, remove, and properly dispose of bulk asbestos from residential structures damaged by a wildfire.

The "Asbestos Site Assessments Standard Operating Procedure (SOP) - California Wildfire Asbestos Survey" will be followed during a coordinated structural debris assessment removal conducted by User Agency and its A&M Contractors. This SOP will be used, by the A&M Contractor, to establish minimum procedures to verify that the precision, accuracy, completeness, comparability, and representativeness of all data collected throughout the project duration is acceptable; and to ensure that all information and decisions are technically sound and properly documented to identify and remove bulk ACM.

### **1.33 Radiological Site Survey (A&M Contractor)**

While it is unlikely that radiological debris will be found, based on past debris removals, radiological surveys are necessary to prevent exposure. User Agency's A&M Contractor shall, as part of conducting the initial site assessment, perform a radiological survey around all destroyed structures and structural ash and debris fields on all approved



## 2022 FORK FIRE - RFP

ROE properties. Survey equipment should be designed for general radiological surveying, such as a Ludlum 2241 or equivalent.

The action level for this Operation is set at two times background. Should a level of 2x background be detected, the surveyor will isolate (i.e., cordon off) the area and notify the User Agency's OSC or Designee. The elevated reading(s) will be traced until the source is determined to be due to natural sources such as brick or geological formations. Should the reading not result from natural sources, the User Agency's OSC, or designee, will determine the location and rate and develop an action plan to secure the source as long as the reading does not exceed one milliroentgen per hour (1mR/hr) at one foot.

### 1.34 Mercury Site Survey (A&M Contractor)

While it is unlikely that mercury will be found in the debris, based on past debris removals, mercury surveys are necessary to prevent exposure. User Agency's A&M Contractor shall perform, as part of conducting the initial site assessment, a mercury survey around all destroyed structures and structural ash and debris fields on all approved ROE properties. Survey equipment should be designed for general mercury surveying, such as a Jerome 43-X Mercury Vapor Analyzer or equivalent.

The action level for this Operation is if the instrument detects any concentration of mercury. Should mercury be detected, the surveyor will isolate (i.e., cordon off) the area and notify the User Agency's OSC or Designee. The elevated reading(s) will be traced until the source is determined to be due to natural sources, on-site mine tailings, or another source. Should the reading not result from natural sources, the User Agency's OSC, or designee, will determine the location and rate and develop an action plan to secure the source. If the soil is tested and the concentration of mercury is five (5) mg/kg or greater, an outside agency such as the DTSC, USEPA, or the County Environmental Health may be contacted to assess and cleanup or otherwise deal with the area source.

### 1.35 Immediate Placement of BMP's

DDHTR Contractor shall place erosion control BMPs immediately around properties on which they are working, if rain is forecast that may stop work.



## **DEBRIS REMOVAL OPERATIONS**

### **1.36 Notifications**

At a minimum, the following notices are required prior to the start of the Operation:

#### **1.36.1 DDHTR Contractor**

- A. Underground Services Alert (USA) will be notified at least forty-eight (48) hours prior to debris removal.
- B. Local utility providers (i.e., water, sewer, power) will be notified prior to removal of any damaged structure to ensure the utilities are secure and off.
- C. Conduct an underground utility survey by a private contractor on private property if necessary.

#### **1.36.2 A&M Contractor**

- A. The property owner will be notified twenty-four (24) to forty-eight (48) hours prior to any debris and/or hazard tree removal.
- B. CARB Asbestos NESHAP Program, or local air district with delegated authority, will be notified of any demolition of a partially destroyed structure within one working day (as directed by User Agency). Notification form will be provided by the state or its A&M Contractor as directed.

### **1.37 Household Hazardous Waste Identification and Removal**

Based on past experiences, additional household hazardous waste (HHW) may remain under the debris after DTSC/USEPA completes its Phase 1 hazard waste survey and removal. For smaller debris cleanup operations, the Local environmental health department, or their contractor, may complete this Phase 1 cleanup. Sometimes during Phase 1 HHW removal crew cannot remove all of the HHW since it may be partially buried. If the HHW removal crew discovers a questionable item, that crew will mark the item(s) as hazardous with bright orange spray paint to be checked by a qualified individual. If the qualified individual does not deem it a hazard (e.g., propane tank without a valve), then the item will be marked with bright green or white spray paint with the words "O.K.," "MT," an "X," or two stripes indicating whether the item is to be removed as debris or recycled.

If the DDHTR Contractor identifies an item and deems it hazardous, the waste will be segregated by the removal team and either left on-site on a plastic sheet near the entrance of the property or taken to temporary on-site storage. DTSC, when contacted, will collect and transport the hazardous waste on one of their "milk runs" to an appropriate facility at no charge to the operation.



## 2022 FORK FIRE - RFP

In an attempt to visually communicate hazards in the field, the guide shown below will be used to indicate if a hazard is or is not visually present. Each TFL will determine if any member has color perception issues.

**Table 6. Hazardous Materials Marking Colors**

Debris or Potential Hazard	Spray Paint Color
Household Hazardous Waste (HHW), Battery, Tank, Cylinder	Bright Orange
Possible ACM	Bright Pink
Material Safe for Normal Disposal	Bright Green or White

### 1.38 Asbestos-Containing Material Removal (DDHTR Contractor, Assessed and Documented by A&M Contractor)

The California Wildfire Asbestos Survey SOP will be followed during a coordinated structural debris removal conducted by the Asbestos Removal Contractor. This SOP will be followed by the Asbestos Removal Contractor throughout the project duration to ensure that all ACM, marked by the CAC and/or CSST, is properly removed from each property. At a minimum, the ACM removal Contractor will implement the following best management practices for removing ACM:

- A. The A&M Contractor's CAC or (CSST will consult with a licensed ACM removal Contractor to identify the location and area of ACM to be removed (A&M Contractor).
- B. The Contractor's registered ACM Removal Contractor will oversee and remove the ACM identified on-site by the A&M Contractor's CAC (ACM Removal Contractor).
- C. All on-site personnel removing ACM must have received the necessary health and safety training for conducting asbestos removal activities pursuant to Occupational Health and Safety Administration (OSHA) 1910.100 and CCR Title 8, Section 5192, and will be required to wear Level C personal protective equipment (PPE) when working in the exclusion zone (ACM Removal Contractor).
- D. All gross ACM that can be safely and easily removed from the site will be adequately wetted prior to being bagged to meet the NESHAP leak-tight requirement for removal. At a minimum, the plastic bags must be of at least 6-mil thickness, and the contents must remain wet (ACM Removal Contractor).
- E. If bulk loading of ACM is utilized, the bin or container used for transport (e.g., end-dump trailer or roll-off box) will be tarped before transport. In addition, each load will be double-lined with ten (10) mil ply in such a way that once loaded both layers can be sealed up independently as required by the landfill (ACM Removal Contractor).
- F. All ACM must be sufficiently wetted forty-eight (48) to seventy-two (72) hours in advance of initiating the removal of the material. The water shall be



## 2022 FORK FIRE - RFP

- applied in a manner so as not to generate significant runoff (ACM Removal Contractor).
- G. ACM removed from the property must be manifested and transported for disposal by the asbestos removal contractor. An EPA Generator ID number will be assigned to this incident by the User Agency's OSC or the PSC (ACM Removal Contractor).
  - H. Prepare manifests and obtain User Agency's OSC or designee signature on the manifest when the ACM is ready to be transported to landfill permitted to accept ACM (A&M Contractor).

### **1.39 Appliance (White Goods) and Vehicle Recycling (DDHTR Contractor, Documented by A&M Contractor)**

The DDHTR Contractor shall provide one or more locations at which State or local government can safely perform the vehicle (incl. automobiles, trucks, equipment, boats, trailers, recreational vehicles, motorcycles, all-terrain vehicles, etc.) VIN verifications and abatements. The State or local government will inspect each vehicle and fill out the appropriate paperwork prior to vehicles being disposed of by the DDHTR Contractor. These registration abatements will likely be conducted by the local law enforcement, the City/County, the California Highway Patrol, or another means, as determined by the User Agency's OSC and the IMT.

Materials that must be removed from appliances and vehicles (that are not completely burned) prior to crushing, baling, or shredding for recycling include, but are not limited to:

- A. Used oils as defined in Article 13 of Chapter 6.5 of the Health and Safety Code (includes engine oil, lubricating fluids, compressor oils, and transmission oils)
- B. Fuel
- C. Chlorofluorocarbons, hydrofluorocarbons, and hydrochlorofluorocarbons used as refrigerants
- C. Polychlorinated biphenyls known to be contained within motor capacitors and fluorescent light ballasts
- D. Sodium azide canisters in unspent automobile airbags
- E. Antifreeze in coolant systems
- F. Mercury found in thermometers, thermostats, barometers, electrical switches, and batteries
- G. Putrescent materials (i.e., decomposing food wastes, etc.)

Records detailing removal and disposal operations involving all such materials will be recorded and manifested by the DTSC/USEPA or other agency responsible and/or permitted to manage their removal.

Appliances and vehicles that were completely consumed by the fire will likely not contain any of the above items. Appliances will be treated as metal debris and removed



## 2022 FORK FIRE - RFP

accordingly. Vehicles will be removed from the site and checked/processed for fluids before shipment to the recycling facility unless otherwise directed by the User Agency's OSC.

### 1.40 Storm Water Protection (DDHTR Contractor, Documented by A&M Contractor)

Best management practices (BMPs) will be employed to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. Potential sources of sediment from cleanup activities include vehicle and equipment tracking, exposed soil and slopes, export operations, disposal operations, and ash-filled topsoil stripping and stockpiling. Authorized non-storm water discharges anticipated for the Operation include water used to control dust, potable water, and uncontaminated excavation dewatering. BMPs guidelines include, but are not limited to, the following:

- A. Water to Control Dust: Dust control is of the utmost importance on this Operation. Adequate dust control is required on all parcels within the operation scope until all burn ash and debris, concrete, and soil materials are removed. This includes parcels where the DDHTR Contractor is actively working and parcels awaiting remediation and gravel and dirt roads used to transport DDHTR Contractor debris truck traffic. The DDHTR Contractor is required to provide one (1) water buffalo (or equal) for every debris removal crew assigned to an operation.

Dust control will be implemented when there is visible dust generated from the site using fire-grade nozzles, small diameter (3/4" to 1") fire or garden hose, or with a water truck depending on the area being serviced. Water to be used for dust suppression may only be from sources approved by the IMT. While the goal is to apply water spray for dust control to avoid surface runoff, dust control shall take precedence. In the event there is significant surface runoff, the DDHTR Contractor will control runoff with erosions control BMPs.

- B. Good Site Management Housekeeping: Good site management measures include covering or berming loosely consolidated materials that are not actively being removed; storing any chemicals in watertight containers; controlling of off- site tracking of loose soils; preventing the disposal of rinse or wash waters into the storm drain system; ensuring containment of sanitation facilities; cleaning or replacing sanitation facilities by inspecting them regularly for leaks; and inspecting and keeping equipment in good working order to prevent leaks.
- C. Vehicle Washing or Decontamination: Wash vehicles in a manner as to prevent unauthorized non-storm water discharges from reaching storm drain systems.





## 2022 FORK FIRE - RFP

- D. Street Cleaning: Clean streets to collect tracked out sediment and operate street sweeping vehicles to prevent unauthorized non-storm water discharges from reaching storm drain systems. The DDHTR Contractor is to provide street sweeping on roadways throughout the operation on which debris and other disposal materials are hauled and tracked off parcels within the operational area. The street sweepers are to be PM10 efficient street sweepers that are certified by the South Coast Air Quality Management District (SCAQMD) as meeting the testing and performance standards set forth in SCAQMD Rule 1186. The DDHTR Contractor is to provide the number of street sweepers as indicated in the User Agency Agreement.
- E. Sediment Controls: Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water. Best management practices include the use of silt fencing, fiber rolls, and street sweeping to prevent sediment migration. All materials shall be certified weed free in an effort to control the spread of noxious weeds. Sufficient quantities of temporary sediment control materials will be maintained on-site throughout the duration of the operation to allow implementation of temporary sediment controls in the event of significant rain.
- F. Run-on and Run-off Controls: Run-on and run-off will be managed within the immediate vicinity of each property's debris footprint area and areas used for equipment and truck access.
- G. Public Rights of Way: The DDHTR Contractor will be responsible for all storm water protection on public rights of way on which the DDHTR Contractor assigned debris removal properties.

### 1.41 Trackout Management (DDHTR Contractor, Documented by A&M Contractor)

The DDHTR Contractor will implement procedures to prevent or cleanup carryout and trackout of mud and soils as specified below. The use of blower devices or dry rotary brushes or brooms for removal of carryout and trackout materials from the heavy equipment on public roads is expressly prohibited. The removal of carryout and trackout from paved public roads does not exempt an owner/operator from obtaining state or local agency permits, which may be required for the cleanup of mud and dirt on paved public roads.

The DDHTR Contractor shall prevent carryout and trackout, or immediately remove carryout and trackout when it extends fifty (50) feet or more from the nearest unpaved surface exit point of a site and, at the minimum, remove all other visible carryout and trackout at the end of each workday.

Cleanup of carryout and trackout shall be accomplished by:





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COUNTY OF MADERA

## 2022 FORK FIRE - RFP

- A. Manually sweeping and picking up; or
- B. Operating a rotary brush or broom accompanied or preceded by sufficient wetting; or
- C. Operating a PM10-efficient street sweeper.
- D. Waste from a street sweeper during this operation shall be disposed of as contaminated soils and transported directly to the landfill or covered in a waste hauler.

### 1.42 Traffic Control (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Traffic control is required for these Operations, and traffic control crews are required to provide traffic control throughout the operation as required for safety and as approved by the IMT. The traffic control crews shall be trained in the principles of the California Department of Transportation (Caltrans) Revision 6 (Rev 6) of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) (<https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev6/camutcd2014-rev6.pdf>), prior to commencing their work. The number of traffic control crews expected to be provided by the DDHTR Contractor is indicated by the User Agency.

Traffic controls and warnings standard to the construction industry and as required by the State of California motor vehicle code will be implemented on an as-needed basis. Vehicles utilized for debris removal will be of legal weight according to the CalTrans State Standard Specifications (2020 Edition) (<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/construction-manual/cmsearchabledoc.pdf>), Chapter 3, Section 702 "Public Convenience," Chapter 3, Section 703 "Public Safety," and Chapter 4, Section 12 "Construction Area Traffic Control Devices."

Traffic signs will be placed at both entrances to the community as needed. Traffic control will be updated as needed to adjust for changing conditions on-site and in the community. Updated traffic plans will be prepared by the DDHTR Contractor and reviewed by the appropriate County representatives and User Agency's OSC, and communicated to all Operation personnel at each Safety Meeting.

All construction equipment working within the residential zones shall maintain a speed of fifteen (15) mph or less.

The User Agency or designee, together with the User Agency's Safety Officer, will establish additional traffic controls as needed for safety reasons as well as to control site vehicle traffic during specific site activities such as equipment movement, press events, or visits by dignitaries.

To help the User Agency or designee and DDHTR Contractor ensure commercial trucking resulting from this operation are conducted safely and not unreasonably



## **2022 FORK FIRE - RFP**

disruptive to normal highway operations and impacted communities, the California Department of Transportation has prepared Traffic Management Analyses for certain portions of the operating area. The User Agency will direct the DDHTR Contractor on how and when to implement recommendations from these analyses.

### **1.43 Crew Signs (DDHTR Contractor)**

To allow emergency responders and/or the IMT to quickly ascertain the location of the workforce in the disaster zone where address signs and house numbers have been destroyed, the IMT will require all ROEs sites to have address signs. Additionally, each crew will also display a portable two-sided A-frame sign with the assigned crew number to allow for emergency responders and trucking resources to easily locate each crew, and so the IMT can visually track the crews from the road. If the site is located off a designed private or public road where the crew is not visible, the sign shall be placed at the entrance of the driveway. The address sign will be placed at the beginning of the driveway. If the driveway is shared by multiple crews, then all the crews' signs will be placed on one side of the common driveway out of the truck path.

The crew sign will be constructed of rust-free, heavy gauge, durable aluminum with reflective sheeting with black outline, lettering, and numbering. The sign will have rounded edges with two mounting holes and measure twenty-four (24) inches in length and thirty (30) inches in height. In general, the lettering and numbering will follow a typical CalTrans specification for Speed Limit signs. The sign will be posted each day on an all-weather portable, two-sided A-frame sign holder.

### **1.44 Pavement and Drainage Protections (DDHTR Contractor, A&M Contractor – Monitors and Documents)**

The DDHTR Contractor, at all times, will protect the edge of pavement and drainage features to the extent feasibly possible. The DDHTR Contractor will also protect other crossing such as cattle guards and bridges.

### **1.45 Community Health and Safety (User Agency, DDHTR Contractor, A&M Contractor)**

A Community Health and Safety Plan will be prepared by the User Agency Health and Safety Professional. All site activities will be conducted consistent with this community plan and with consideration to the surrounding community and all citizens affected by the Incident. A copy of the Community Health and Safety Plan will be provided to the DDHTR Contractor and A&M Contractor.

### **1.46 Health and Safety (User Agency, DDHTR Contractor, A&M Contractor)**

The debris removal operations, including A&M Contractors and contractors, will, at all times, operate equipment and perform labor in a safe manner to ensure the safety of its employees and the public. The team will pay particular attention to operations around local roads and take the necessary precautions. Prior to the start of debris removal, the contractors should note the number of power lines crossing the site, dead and dying trees, chimneys, mines, hand-dug wells, and all underground utilities.



## 2022 FORK FIRE - RFP

Appropriate eating areas will be designated, hand and eye washing, and mobile sanitary facilities will be provided for each Operation site.

The contractors shall also be aware of, include in the Contractor's Health and Safety Plan, and provide instruction and necessary PPE for other local or regional health issues health issues such as pandemics.

Personnel assigned to each Operational site shall have the necessary equipment to conduct their work safely as outlined by these Special Provisions and the IMT and in the respective Contractors' Health and Safety Plan. This equipment can include but is not limited to four-wheel-drive vehicles, two-way radios, cell phones, and tablets.

### **1.47 Rope Access Work (DDHTR Contractor and/or A&M Contractor).**

Steep slopes may require the use of ropes and repel gear to assess and remove debris. If ropes are necessary for access, the DDHTR Contractor will submit a Rope Access Plan per CCR, Title 8, Section 3270.1, Use of Rope Access Equipment. The DDHTR Contractor or A&M Contractor shall establish, implement, and maintain a written Code of Safe Practices for rope access work. The written plan shall include, but not be limited to the following elements:

- A. Methods of rope access and anchorage used by the employer
- B. Employee selection criteria
- C. Equipment selection and inspection criteria
- D. Roles and responsibilities of rope access team members
- E. Communication systems
- F. Employee training program
- G. Rescue and emergency protocol
- H. Identification of any unique site hazards that may affect the safety of employees using rope access methods
- I. Prevention of rolling debris
- J. Structure and infrastructure protection

This work plan, equipment, training, supplies, protection devices, any other material deemed necessary by the User Agency and the User Agency's Health and Safety Professional to implement this plan will be covered under a change order provided that the services are in Exhibit A – Scope of Work of the MSA.

### **1.48 Site Personnel and Community Air Monitoring (DDHTR Contractor – Personnel Air Monitoring, A&M Contractor – Community and Personnel Air Monitoring)**

Personnel air monitoring for DDHTR Contractor debris removal crews will include monitoring for asbestos, silica, and heavy metals (at minimum arsenic, cadmium, chromium, (chromium +6 and mercury will be limited to the first ten (10) days of the initial personnel breathing zone samples or as directed by the User Agency's OSC based on site history and geological observations), copper, lead, manganese, nickel,



## 2022 FORK FIRE - RFP

silver, and zinc) per OSHA requirements for hazardous waste operations. Samples are not required during soil re-scrapes or any other work after debris materials have been removed. At a minimum, the DDHTR Contractor shall monitor one crew out of every five crews, or one crew if under five crews, two crews if under ten (10), three (3) crews of under fifteen (15), etc. Crews shall be monitored on a rotational basis during the workweek. The personnel air monitoring results shall be submitted to the incident management team no later than seven (7) days of the sample event. A&M Contractor shall conduct personnel air monitoring per A&M Contractor's Health & Safety Plan.

The A&M Contractor will develop a User Agency's OSC approved Community Air Monitoring Plan and implement the plan. Work sites will also be monitored on a User Agency's OSC or designee, the pre-approved basis for asbestos, heavy metals, and dust for the duration of the operation or until such time the User Agency's OSC or designee determines that air monitoring may cease. The locations of the air sampling stations will be approved by the User Agency's OSC.

### **1.49 Debris and Ash Removal (DDHTR Contractor, A&M Contractor – Monitors and Documents)**

- A. The DDHTR Contractor shall conduct Debris removal, on each property, in the following order:
- 1) As directed by the User Agency's PSC, the DDHTR Contractor will knock chimneys down to the ground level for Health and Safety reasons. This will assist the A&M Contractor's asbestos assessment CAC to safely assess chimneys and other portions of the debris for ACM. All chimneys taken down will be done with proper dust control.
  - 2) Likewise, as directed by the PSC, the DDHTR Contractor will knock down hazard vertical walls that pose an imminent threat to the asbestos or debris removal crews.
  - 3) If ACM is found by the CAC, the DDHTR Contractor's licensed ACM abatement contractor will remove Asbestos removal prior to debris removal operations being scheduled by the PSC.
  - 4) Once the DDHTR Contractor Crew has been directed in the IAP and is slated on the crew's property runway, the DDHTR Contractor will mobilize to the property to commence operations.
  - 5) Once there or prior to mobilization, the DDHTR Contractor's Excavator Operator and Superintendent will walk completely around the property (360-degree Site Walk) with the Division Supervisor and the TFL to acknowledge what is on the property to be removed, confirming what the homeowner has asked to be saved, the locations of utilities, septic tanks, and leach fields (to be protected by the DDHTR Contractor), power poles, above-ground fuel, and propane tanks, dead and dying trees, the location where the operator plans on staging and loading-trucks, planned truck



## 2022 FORK FIRE - RFP

ingress and egress for the property, and other operational concerns can be addressed prior to commencing with any work.

- 6) Segregate and remove and load out all metals onto metals trucks.
- 7) Remove ash and commingled debris and load out onto debris trucks.
- 8) Remove previously placed stormwater BMPs, placed by others, and the structural debris sediment trapped by them, assuming they are in proximity to burned structural debris.
- 9) Remove fire-damaged concrete foundations, walkways, etc., within the former footprint from the site and load out onto concrete trucks. Refer also to Attachment B, "Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires."
- 10) Remove six (6) inches of residual ash impacted soil from the debris site for disposal, as necessary to remove fire-caused contamination, unless User Agency prescribes a specific depth within that range.
- 11) The DDHTR Contractor, when collecting and loading various types of materials from each property, shall not mix unlike materials together in a truck load and shall comply with the following:
  - a) A Mixed Load is any load of fire debris that has an unreasonable amount of other types of debris mixed with the truck load content as it is ticketed.
  - b) An unreasonable amount is defined by the type of equipment being used and the ability of that equipment to differentiate the materials.
  - c) A load that is ticketed as "Concrete" should not have an unreasonable amount of metal, ash, debris, or contaminated soil mixed with the concrete.
  - d) A load that is ticketed as "Contaminated Soil" should not have an unreasonable amount of metal debris, concrete in chunks greater than twelve (12) inch diameter, or an unreasonable amount of ash and debris.
  - e) A load that is ticketed as "Metal" should have little or no contaminated soil, concrete, ash, and other fire debris.
  - f) A load ticketed as "Ash and debris" should not have an unreasonable amount of metal, contaminated soil, or incidental pieces of concrete greater than twelve (12) inches in diameter.
  - g) The determination of the load classification on-site will be made by the State's monitoring A&M Contractor' TFL, as directed by the User Agency's OSC or the OSC's designee. Any disagreement will be adjudicated by the OSC or the OSC's designee.
  - h) Cap all sewer lines opened/damaged due to debris removal (DDHTR Contractor).
  - i) Cover all exposed septic tanks with plywood, and if applicable, for health and safety purposes, fence off with a



## 2022 FORK FIRE - RFP

temporary safety fence described in Section 7.2 (DDHTR Contractor).

B. Additionally,

- 1) All materials removal equipment (i.e., track-mounted excavators or equal) should have glass enclosures and weigh less than sixty thousand (60,000) pounds. The goal is to use equipment that minimizes the impact on the local roadway while completing the removal. For example, excavators should be smaller than or equal to a three-hundred, twenty-five (325) Caterpillar or equivalent and front-end loaders should be small than or equal to a nine-hundred, fifty (950) Caterpillar or equivalent. However, certain operations may require large equipment.
- 2) A water fog will be used during debris handling and waste loading operations utilizing an excavator-mounted fogger (built-in for knocking down dust while excavating) or a fire-grade firefighting nozzle with shut-off valves for dust control. The fire nozzle shall have sufficient water pressure to generate a high mist fog stream. The fire nozzle should have an adjustable flow rate, preferably twenty (20) to sixty (60) gallons per minute.
- 3) All burn ash and debris must be sufficiently wetted forty-eight (48) to seventy-two (72) hours in advance of initiating the removal of the material. The water shall be applied in a manner so as not to generate significant runoff.
- 4) All Ash and debris and contaminated soil loads must be well wetted and placed in six (6) to ten (10) mil polyethylene plastic lined trucks and "burrito wrapped" to minimize any discharges on the roadways to the disposal site.
- 5) All loads shall additionally be covered with a nonpermeable tarp not less than fourteen (14) mil in thickness; this includes ash and debris, metal debris, contaminated soil, and concrete. Ash and debris loads will be placed in a plastic liner before covering with a tarp. Tarps shall be secured with no less than six (6) anchors around the perimeter of the truck. Tarps shall be free of tears, holes, or rips greater than six (6) inches and shall cover the entire load. No auto tarps will be allowed for this purpose.
- 6) All waste material that is not loaded out at the end of each workday should be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants. No trucks can be pre-loaded with ash and debris.





## 2022 FORK FIRE - RFP

### **1.50 Hazardous Waste Concrete Removal (Retaining Walls, Foundations and Slabs) (DDHTR Contractor, A&M Contractor – Monitors and Documents)**

User Agency considers all structural foundations for residential structures to be destroyed by the heat from an unsuppressed structure fire. These slabs and foundations are no longer structurally sound and are consequently considered debris. Additionally, with the known amounts of carcinogens, heavy metals, and asbestos, structural slabs, foundations, and retaining walls shorter than four (4) feet tall (subjected to the wildfire and covered in structural debris) will need to be removed to assess the former building sites for residual ash contamination.

While some concrete structures such as retaining walls greater than four feet and piers, pilings, caissons, and horizontal structural will be left in place for slope stability, the IMT cannot guarantee these structures will be undamaged or are structurally sound. Such dual-function foundation and retaining walls will be removed or as determined by the IMT Operations Lead (Operations Chief or Debris Group Supervisor, as applicable) at no additional cost to the State. The property owner should consult a licensed civil or structural engineer to determine the proper course of action to rebuild any concrete structure left by the IMT. For a more detailed description of concrete foundation and retaining wall requirements, refer to Attachment B, "Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires."

### **1.51 Hazardous Waste Operations Crews BMPs (DDHTR Contractor, A&M Contractor – Monitors and Documents)**

These Crew BMPs should be undertaken to address the removal of hazardous materials, HHW, debris, asbestos-containing materials (ACM), and air monitoring and sampling from the disaster or incident site. The use of BMPs will also ensure the proper management and removal of hazardous materials, debris, burn ash, and other asbestos-containing materials in a manner that ensures protection of public health and the environment, as well as ensuring health and safety of on-site personnel.

At a minimum, site personnel shall follow the following BMPs for undertaking debris removal activities:

- A. All on-site personnel working in the exclusion zone (EZ) shall receive the necessary health and safety training and medical surveillance pursuant to OSHA 1910.100 and CCR Title 8, Section 5192. An exclusion zone contains areas where contamination is either known or likely to be present or, because of work activity, has the potential to cause harm to personnel. The exclusion zone is identified as the debris/ash footprint of each property.
- B. All on-site personnel working in the EZ shall be required to wear Level C PPE when working in the EZ.





## 2022 FORK FIRE - RFP

- C. The contamination reduction zone (CRZ) is an area of the property not visibly contaminated with ash and debris. The contamination reduction zone will be used for removing PPE.
- D. A support zone (SZ) may consist of any uncontaminated and nonhazardous part of the property. Donning of clean PPE is completed in the support zone.
- E. The A&M Contractor will conduct on-site and off-site air monitoring and sampling for asbestos and heavy metals during all ACM and debris removal operations to demonstrate the effectiveness of engineering controls to protect cleanup personnel and the surrounding community.
- F. All non-hazardous waste haulers shall stay in their vehicles during loading unless their trucks are being loaded with metals. When trucks are being loaded with metals, waste haulers shall stand away from their trucks outside of the "warm zone" loading area, and they must wear N95 masks and Tyvek coveralls. This also applies when haulers are covering (e.g., tarping) the trailer or container.
- G. All landfill operators that may come in contact with the waste during off-loading operations should follow their facility's protocols for wearing PPE and respiratory protection.

### 1.52 Overview of Waste Types and Destination Facilities (DDHTR Contractor)

Structural debris removed during this operation shall be classified as one type listed below:

- A. Metals
- B. Ash and debris
- C. Previously placed stormwater BMPs and upstream trapped debris and sediment
- D. Concrete
- E. Contaminated soil
- F. Rescrape soil
- G. Vegetative materials (shrubs and trees, etc. removed by debris removal crews)
- H. Tree logs
- I. Chipped/processed wood materials

The DDHTR Contractor is responsible for removing all qualifying debris, as determined by the TFL and the IMT, and transporting it to an IMT-approved end use facility that will accept it. At the time of loading, the onsite TFL will notate what debris stream is included in each truck load on the truck's load ticket. All loads will be subsequently weighed at the end use facility, and the weight information will be recorded with the load ticket.

All loads must be tracked per parcel, such that the total tonnage of debris removed from each parcel can be clearly accounted for. In certain circumstances, the User Agency's



## 2022 FORK FIRE - RFP

OSC may approve loads to contain debris of the same material type to be loaded from more than one property. For example, metals from multiple parcels could be loaded into the same truck if approved by the User Agency's OSC. The User Agency's OSC, in conjunction with the IMT, will consider whether such approval would provide significant efficiency and may provide such approval on a by-crew basis.

Quantities of metal and concrete that are recycled must be specifically tracked and reported to User Agency. The A&M Contractor shall institute additional controls, as directed by the IMT, to ensure that all qualifying debris is removed and transported to an appropriate end use facility.

The typical facilities that will be provided are listed below:

- A. Landfills  
To be determined by DDHTR Contractor and approved by the IMT.
- B. Concrete Recycler  
To be determined by DDHTR Contractor and approved by the IMT.
- C. Metal Recycler  
To be determined by DDHTR Contractor and approved by the IMT.

Table 7 provides waste types and destination information for a typical Incident.

**Table 7: Waste Destination Summary**

Material	Disposal Contact or Facility
Ash and Debris	Approved Landfill
ACM	Name of Permitted Asbestos Receiving facility. Friable asbestos will be disposed of at an appropriate facility by the asbestos removal DDHTR Contractor under EPA Generator ID [CASXXXXXXXXXX]. (Provided by User Agency)
Metal Debris	Metal may be recycled at a location to be determined by the Contactor and approved by the IMT.
Metal Discards (Appliances)	Freon Extraction is REQUIRED for refrigerators not impacted by the fire. DTSC has removed the refrigerant. The remaining metal will be recycled at [ DDHTR Contractor to determine, with IMT approval.



**2022 FORK FIRE - RFP**

Material	Disposal Contact or Facility
Vehicles and Trailers	Vehicles and/or hauling trailers that <u>did not sustain</u> damage or vehicles and/or trailers that sustained minor damage will be left on the property. These vehicles and/or trailers may be moved by the debris removal team to ensure worker safety and, as needed to complete the debris removal. Other damaged vehicles and/or trailers will be removed by the DDHTR Contractor through a covered vehicle transporter or low bed or other User Agency's OSC-approved method.
Concrete	Concrete may be recycled at a location to be determined by the Contactor and approved by the IMT.
Tires	Tires will be shredded and disposed of at a facility to be determined by DDHTR Contractor and approved by the IMT.
Household Hazardous Waste (HHW)	DTSC/USEPA will collect and transport HHW.
Human Remains	User Agency will coordinate with the County Coroner, or other appropriate entity, on the discovery of human remains. If human remains are located, the work will stop, and the User Agency's OSC or designee will contact the County. Due care of the remains will be taken. EHP personnel will also be contacted upon finding such remains.
Dead Animals	If dead animals are discovered, the User Agency's OSC or designee will contact County Health and the Homeowner. These remains will be disposed of in accordance with the County health department requirements unless directed by the property owner. EHP personnel and A&M biologist will also be contacted upon finding non-domesticated animals.
UXO (Unexploded Ordinance)	If UXO is discovered, the User Agency's OSC or designee will notify the local Sheriff Department to arrange for proper disposal.
Radioactive Debris	If radioactive debris is encountered, the material will be removed and properly disposed of by DTSC.

**1.53 Commercial Department of Transportation (DOT) Inspections (A&M Contractor/DDHTR Contractor)**

The A&M Contractor will hire an independent third-party DOT commercial truck inspector team. The inspector teams shall perform a level one inspection for all commercial trucks assigned to the incident. Inspections will include all haul trucks, water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the operation. Water trucks used specifically on-site lots are not subject to inspection provided they are not carrying water loads on a public road. These water trucks are considered construction vehicles. Each commercial truck will display a disaster operation sticker, DOT inspection sticker, and/or other relevant operational



## 2022 FORK FIRE - RFP

placards for identification, verification, and tracking. These identification methods are to be provided by the DDHTR Contractor. After each thirty (30) day period, ten (10) percent of the commercial trucks will be re-inspected per Level 1 requirements.

The DDHTR Contractor will be responsible for providing a location (s) where the DOT inspections shall be conducted and coordinate closely with the A&M Contractor in order to conduct these inspections prior to deployment of each applicable vehicle to the operation.

### **1.54 Significant Archaeological and Tribal Resources and Human Remains Protocols (Awareness by all)**

Based on past debris removals, culturally significant artifacts and/or remains are highly likely to be found. User Agency will work with the local culturally affiliated Native American tribe(s) within designated geographical areas of interest to ensure that artifacts are properly cared for per the tribe's policies and procedures.

In the event that Native American human remains are found during these activities, debris removal crews will immediately cease work on the site and contact the lead A&M Contractor Archaeologist, the User Agency's OSC, the IMT, and any applicable Tribal Monitor to come to view the find. The Archaeological and Tribal Monitors are empowered to recommend stoppage or relocate excavation activities for short periods of time to conduct further controlled excavation of inadvertently discovered cultural items for evaluation by an archaeologist. The User Agency CM should also be notified and kept apprised when such discoveries occur.

If Native American human remains are found, coordination of the treatment of Native American remains, funerary objects, and any cultural, archaeological, and ceremonial items will be conducted by the local tribe.

If necessary, a qualified archaeologist may be required to be present during grading activities to identify and/or ascertain the significance of any subsurface cultural resources or to aid in the avoidance of sensitive areas. It is agreed that the local tribe may select the archaeologist to ensure the archaeologist is familiar with the Tribes' indigenous lands. Tribal monitors must also comply with HAZWOPER requirements while on-site during debris removal operations.

At the direction of the User Agency, the A&M Contractor's Archaeologist, in cooperation with interested tribal nations, shall provide tribal artifact sensitivity training either in-person or via on-demand video. A&M Contractor shall document and track all DDHTR field staff completion of said training. A&M Contractor shall provide documentation of and markers (such as hard hat stickers) to all DDHTR contractor staff who have completed this sensitivity training. The User Agency may prescribe specifications for the markers, such as by providing a design for hard hat stickers. The trained DDHTR Contractor staff shall display markers while working.



## **2022 FORK FIRE - RFP**

DDHTR Contractor shall report all new staff to the IMT and the A&M Contractor to assist in providing sensitivity training to untrained staff.

### **1.55 Driveways (DDHTR Contractor, A&M Contractor – monitors and documents)**

Undamaged driveways shall be preserved to the extent practicable. The goal is to provide a stabilized construction entrance for reconstruction. If the driveway is damaged or contaminated by burned vehicles or by debris removal equipment or haul trucks to the extent that the driveway is unsafe, the driveway will be removed to the extent necessary. Remove the driveway to the nearest concrete joint or five feet if asphalt is outside the contamination or damage. All driveway cuts will be made using a concrete saw. Use appropriate PPE.

### **1.56 Pools (DDHTR Contractor, A&M Contractor – monitors and documents)**

In general, pools are not eligible for removal and will not be drained by the DDHTR Contractor. The owner should contact the local government for assistance or evaluation of pools due to possible vector and health issues. Surface debris may be removed from the pool depending on on-site circumstances.

The DDHTR Contractor will place safety fencing (as per CalTrans 2018 Standard Specifications 16-2.03) completely around the pool where feasible. Should the pool be structurally built into the foundation/slab, the IMT will discuss removal options with the property owner and DDHTR Contractor to determine the course of action.

Burned/melted above-ground pools and Jacuzzi's may be removed if they are so damaged that they are unusable, and the property owner wants them removed. Pool water may be used as dust control, if feasible.

### **1.57 Survey Monuments and Markers**

Some survey monuments may be at risk during the ash and debris and hazard tree removal operations. To the extent feasible, all DDHTR Contractors shall protect survey monuments and markers. The DDHTR Contractor shall mark with a standard lath any exposed monuments or mark with ribbon flagging. DDHTR Contractors should generally not work, park vehicles, or move equipment near the corners of the lot near such survey monuments.

### **1.58 Identification and Removal of Danger Trees**

Certain fire-damaged trees are so dangerous that they prevent the safe operation of the debris removal crew or other personnel. These trees should be removed prior to commencing debris removal operations. Note that these trees are different from eligible hazard trees, which must meet the criteria outlined in the "Hazard Tree Assessment" section and which are compensated separately. In the event a dangerous tree is both an eligible hazard tree and is prohibiting safe debris operations, the DDHTR Contractor should coordinate with the A&M Contractor to confirm an arborist has reviewed the tree, and all relevant documentation has been recorded prior to the tree's removal.



## 2022 FORK FIRE - RFP

Trees should be felled in areas away from structural ash and debris, utilities, fences, or septic tanks. Should it be necessary to fall a tree in the ash, the tree shall be handled as impacted ash and debris. In some cases, it may be decontaminated, as approved by the User Agency's OSC or designee. All wastes generated from the removal of trees will be hauled to an appropriate waste or recycling facility.

### **1.59 Damage Claims from Public and Private Properties (DDHTR Contractor, A&M Contractor – Monitors and Documents)**

Damage claims that arise from Debris Removal or Hazard Tree Removal operations will be documented by the A&M Contractor(s). After a review of the details, from the documentation of the damage, the IMT will make a decision regarding the validity of the damage claim and who, if anyone, will be responsible for repairing the reported damage. The DDHTR Contractor may be liable to repair such damages as directed by the IMT.

Rural roads will be repaired, restored, and prepared for the winter period utilizing Best Management Practices specified by the Forest Practice Rules, as an example, the Handbook for Forest, Ranch, and Rural Roads provides specifics for preparing rural roads, Chapter 7 Section H. Winterizing Roads, (<https://www.pacificwatershed.com/sites/default/files/RoadsEnglishBOOKApril2015b.pdf>).

“Before winter or the wet season, all permanent, seasonal, and temporary roads should be inspected and prepared for the coming rains. Winterizing consists of maintenance and erosion control work needed to drain the road surface, to ensure free-flowing ditches and drains, and to open all culverts to their maximum capacity. On unsurfaced roads, water bars may be required at spacings dictated by the road gradient and the erodibility of the soil, as well as the proximity of the drainage structure to a stream (Table 3). Trash barriers, culvert inlet basins, and pipe inlets should all be cleaned of floatable debris and sediment accumulations. Ditches that are partially or entirely plugged with soil and debris should be cleaned, and heavy concentrations of vegetation which impede ditch flow should be trimmed. This is also the best time to excavate all unstable or potentially unstable road fills and side cast which could fail and be delivered to a watercourse during the coming wet season. All bare soil areas which were disturbed by maintenance work or other activities should be seeded and mulched with straw. Once seasonal and temporary roads have been winterized, they should be gated and closed to “non -essential” traffic.”

### **1.60 Dangerous Conditions**

Wildfire disasters can uncover and cause a number of dangerous conditions that would otherwise go undetected. Besides the dangerous conditions from burned trees, past User Agency disaster Operations have also discovered hand-dug wells and cisterns, unsecured mine shafts and tunnels, and unsafe bridges. These items may need to be addressed by the DDHTR Contractor either using contract bid items, if applicable, or by working through a contract change order process to assess the costs and include them





## **2022 FORK FIRE - RFP**

in the DDHTR Contractor's scope of work. Other unexpected dangers experienced include disgruntled and/or distraught property owners or neighbors. Care and respect shall be taken when approaching any local residents. If the A&M Contractor or DDHTR Contractor finds themselves facing an angry or distraught person, they should not engage, go to a safe location, and contact both health and safety officer and the User Agency's OSC asap to describe the circumstances and to await further instructions.

### **1.61 Temporary Bridges**

Access to some properties may require placement/construction of temporary bridges (due to damaged, undersized, or non-existent bridges) across active or intermittent streams, ravines, or other waterways. The DDHTR Contractor shall be prepared and required to place/construct such temporary bridges up to fifty (50) foot spans, between the ordinary high-water marks, as part of these operations. Bridges necessary to span greater distances may be compensated separately. If necessary, as a crossing may fall within the ordinary high-water mark, the contractor will work with the archaeologists, biologists, and stormwater staff to draft a Clean Water Act Section 404, 401, and Fish and Game Code section 1600 permit. The DDHTR Contractor will be responsible for submitting such necessary permits.

The DDHTR Contractor shall provide temporary bridges concurrent with IMT direction to maintain the pace of disaster recovery operations. At no point shall debris or hazard tree removal operations be delayed due to the DDHTR Contractor deploying a limited number of temporary bridges, contrary to the IMT's direction. DDHTR contractor shall be responsible for deploying temporary bridges within thirty (30) days of notice from the IMT. The DDHTR shall be responsible for providing a sufficient number of temporary bridges concurrently to ensure no delay to recovery operations. The A&M Contractor shall assist the IMT in determining the need for any temporary bridges and the appropriate span length of the temporary bridges.

All temporary bridges shall be removed by the DDHTR contractor once all parcels requiring the bridge for access are returned to the county.

### **1.62 Base Rock Placement**

Base rock materials, used to assist the DDHTR Contractor to access ROE properties or to access debris piles on such properties, must meet the requirements of Section 26 of the 2018 CalTrans Standard Specifications for  $\frac{3}{4}$ " Class 2 Aggregate Base, placed at a nominal thickness of three (3) inches with a ninety-five (95) percent relative compaction.

Recycled material that meets CalTrans specifications for Class 2 Aggregate Base is acceptable. Base rock should be deployed, when necessary, to make safe access to work sites.





**POST DEBRIS REMOVAL OPERATIONS**

**1.63 Confirmation Sampling (A&M Contractor)**

Confirmation sampling will be conducted after fire-related structural debris has been removed from a property. After the debris is removed, representative soil samples will be collected and analyzed to measure concentrations of constituents of concern. The number of soil samples collected per excavated area on a parcel will be determined based on the estimated square footage of the ash footprint; a minimum of one (1) composite sample will be collected from a footprint measuring approximately one hundred (100) square feet or less.

If the ash footprint is greater than five thousand (5,000) square feet, the A&M Contractor will prepare a sampling strategy such no five-point decision unit has any dimension greater than one hundred (100) feet. In general, a sampling strategy of one additional decision unit per one thousand (1,000) square feet if the ash footprint exceeds five thousand (5,000) square feet should be followed. All sampling strategies should use a five (5) point dice pattern for single, double, or irregular shape decision units. If two, five (5) point dice decision units are used, the adjacent five (5) point composite sample point shall be a minimum of twelve (12) inches away from the other decision unit. Each decision unit shall have a unique sampling location and should not be co-located. Contiguous decision units of (3) three or more should favor the use of a straight-line pattern.

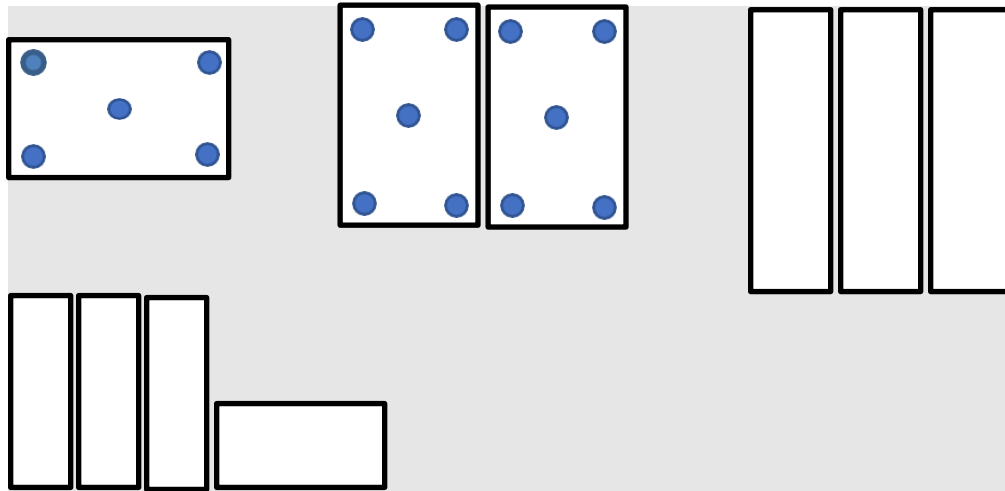
Table 7 below indicates the total number of five (5) point composite samples needed to be collected based on the estimated square footage of ash footprint.

**Table 7. Confirmation Sampling Matrix**

<b>Estimated Square Footage of Ash Footprint (Decision Unit)</b>	<b>Number of 5-Point Aliquots</b>
0 – 100 square feet	1
101 – 1,000 square feet	2
1,001 – 1,500 square feet	3
1,501 – 2,000 square feet	4
2,001 – 5,000 square feet	5
> 5,000 square feet	Sampling strategy will be discussed between the IMT and Environmental A&M Contractor.



**Figure 7.1. Typical Confirmation Sampling Strategies for Decision Units**



All confirmation samples will be collected from a depth of zero (0) to three (3) inches using a dedicated four (4) ounce plastic scoop and placed in eight (8) ounce jars.

Samples will be shipped to an approved laboratory for analysis for Title 22 Metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) by EPA Method 6020 and/or EPA Method 7471A for Mercury. Other analytes were not selected based on previous fire incident sampling (CalEPA 2015). Each aliquot location will be recorded on the site assessment log and physically marked with irrigation flags. A geographic positioning system (GPS) may also be used if sample locations are not easily determined.

If any of the areas exceed the site-specific screening levels, the aliquot (sample) locations will be evaluated, and it will be decided by User Agency and the A&M Contractor if a localized scrape or a full scrape of the portion of the remediated footprint will be needed. Upon completion of this remediation, the A&M Contractor will collect the same five-point composite sample from the area and submit them for analysis as discussed above.

Confirmation sampling results will be compared to the project-established cleanup goals to assess the effectiveness of the ash and debris removal. The A&M Contractor will evaluate the analytical results by comparing the soil sampling results to the pre-determined background concentrations and cleanup goals. If any of the confirmation sampling results exceed cleanup goals, the parcel will be further excavated (Re-scraped) at the direction of the User Agency's OSC, and the A&M Contractor will collect additional confirmation soil samples after the excavation is complete.

All soil confirmation samples will go through a Level 2 verification process.



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COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

Once the samples pass the cleanup goals or site-specific goals, the DDHTR Contractor has placed the required and approved erosion control materials, and a final site walk conducted and approved by the User Agency's OSC or designee, a sample approval form will be forwarded to the local government so the property owner can begin the permit process. The property owner is not allowed to impact the sampling area until erosion control and the final site walk is complete.

Cleanup goals will be established by User Agency with support from the A&M Contractor.

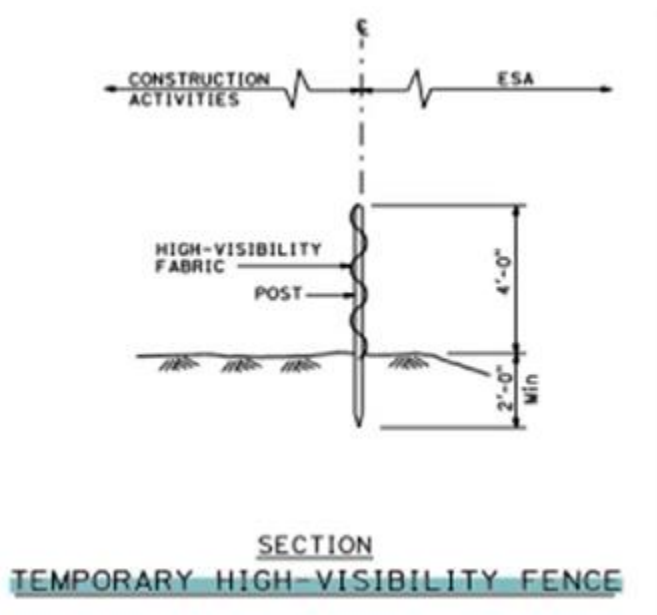
### **1.64 Temporary Safety Fencing Installation (CalTrans Type ESA) (DDHTR Contractor, A&M Contractor – Monitors and Documents)**

Temporary Safety fences, as described in the following paragraphs, will be installed around potential safety hazards, such as swimming pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined by the User Agency's OSC or designee. Sites on which fencing is to be placed will have been cleared of ash and or other debris as part of the overall debris removal operation. Fencing will be installed after the DDHTR Contractor has demobilized from the area and the property has passed its soil sampling and analysis testing. The fencing is intended as a safety precaution to indicate that there are nearby fall hazards after the debris removal operation has been completed. The fence is intended to minimize access in areas directed by the User Agency's OSC. This fencing will not be removed by the DDHTR Contractor.

A temporary fence shall be furnished, installed, and maintained (while the DDHTR Contractor is deployed to the Operational area and until the properties are signed off back to the County, in conformance with the details shown on the plans below (Figure 7.2, Temporary High Visibility Fence), as specified in these special provisions and as directed by the User Agency's OSC or designee.



**Figure 7.2 Temporary High Visibility Fence**



Used materials may be installed provided that the used materials conform to these special provisions. Materials for temporary safety fence (Type - Environmentally Sensitive Area - ESA) shall conform to the following:

High visibility fabric shall be machine-produced, orange-colored mesh manufactured from polypropylene or polyethylene. High visibility fabric may be made of recycled materials. Materials shall not contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet resistant shall be a minimum of five (5) feet in width with a maximum mesh opening of two (2) inches x two (2) inches. High visibility fabric shall be furnished in one (1) continuous width and shall not be spliced to conform to the specified width dimension.

Posts for temporary safety fence (Type ESA) shall be of one (1) of the following:

- a) Wood posts shall be fir or pine, shall have a minimum cross-section of two (2) inches x two (2) inches, and a minimum length of five (5) to six (6) feet the end of the post to be embedded in the soil shall be pointed. Wood posts shall not be treated with wood preservatives.
- b) Steel posts shall have a "U", "T", "L," or another cross-sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of five (5) to six (6) feet. One (1) end of the steel post shall be pointed, and the other end shall have a high visibility colored top.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

Fasteners for attaching high visibility fabric to the posts shall be as follows:

- a) The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples or as recommended by the manufacturer or supplier.
- b) Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. The maximum spacing of tie wire or fasteners shall be two (2) feet along the length of the steel post.

The temporary fence(s) shall be installed as follows:

- 1) All fence construction activities shall be conducted from outside the ESA as shown in the figure above or as staked.
- 2) Posts shall be embedded in the soil a minimum of one (1) foot. Post spacing shall be eight (8) feet maximum from center to center and shall at all times support the fence in a vertical position.



## **HAZARD TREE REMOVAL OPERATIONS**

If User Agency elects to include hazard tree removal in the operation, the following section applies.

### **1.65 Eligibility**

#### **1.65.1 Hazard Tree Categories**

For the purposes of these Special Provisions, hazard trees are classified into four categories. The User Agency will determine and advise the A&M Contractor what categories of trees are eligible for assessment. For all categories of hazard trees, refer to the "Criteria" section for additional requirements regarding which trees are eligible for removal.

- A. Category 1 – Public Right-of-Way Tree: A tree rooted in the publicly owned or maintained right-of-way (ROW) of the local government, as defined by local California municipal code, not to include lands owned by the Federal Government.
- B. Category 2 – Danger Tree: A tree on an enrolled private property that prohibits the safe operation of debris removal personnel, as determined by the DDHTR contractor. Removal of these trees is a component of the structural debris removal function and is not eligible for separate compensation.
- C. Category 3 – PPDR Tree with Public Improved Property Target: Tree on an enrolled private property that is within striking distance of public ROW or other public improved property (for example: public schools, libraries, or other public buildings).
- D. Category 4 – PPDR Tree with Private Road Target: Tree on an enrolled private property that is within striking distance of a private road (see "Road Types" for an additional definition of "private road").
- E. Category 5 – Public Property Target: Tree on approved public agency property threatening public improved property.

#### **1.65.2 Road Types**

The following descriptions define whether a road should be considered "public" or "private" for purposes of determining whether a tree should be classified under Category 3 or Category 4 of the above section.

#### **1.65.3 Public Roads**

- A. Public roads are legally defined by recorded map and include improved and unimproved land within a public right of way
- B. Public roads within the operational area that are owned and maintained by fee title or easement by the local government jurisdiction; public roads are



## 2022 FORK FIRE - RFP

intended for use as multi-modal transportation corridors for the mobility of people, goods, and services. Public roads serve vehicles, pedestrians, bicycles, mass transit, service companies, such as mail and package delivery, waste-haulers, and emergency responders.

- C. For the purpose of the Operation, the public road right of way is generally determined and validated by the local agency
- D. The public road right of way includes the roadway and the adjacent improved or unimproved portion of the roadside.

### 1.65.4 Private Roads

- A. Private roads include improved and unimproved land.
- B. Private roads within the operational area are generally owned and maintained as an easement by one (1) or more private property owners (see Civil Code section 845(b)). Such easements by use are generally recorded and defined by a title. Private road easements may be maintained by one or more property owners or by legal entities such as a Homeowner's Association by Covenants, Conditions, and Restrictions (CCRs), a non-profit corporation, or another corporate entity.
- C. The private road right of way includes the road surface, such as pavement, gravel, or other road surface materials.

### 1.65.5 Criteria

Potential hazard trees will be identified as eligible utilizing the following criteria:

- A. The tree is rooted on a private parcel with a Right-of-Entry permit or approved public lands (including Rights-of-Way).
- B. The tree is dead or likely to die in the next five (5) years as a result of the declared wildfire, as determined by a Register Professional Forester or a Certified Arborist with a Tree Risk Assessment Qualification (TRAQ) certification.
- C. The tree is standing and, as determined by the Registered Professional Forester or TRAQ Certified Arborist, presents a hazard to the public right-of-way, public improved property, or other IMT- designated eligible target. For the purposes of this Operation, to assist in the determination of whether the tree presents a hazard, the Registered Professional Forester or TRAQ Certified Arborist should consider the tree's distance from the target pursuant to U.S. Occupational Safety and Health Administration (OSHA) criteria for establishing work areas. This OSHA standard prescribes at least two (2) tree lengths (two hundred (200) percent the height of the tree) and a greater distance where conditions make rolling or sliding of trees reasonably foreseeable, or the grade of the land the tree sits upon is such that the tree could not reach the target (on a steep slope below the target).
- D. The tree has a diameter of six (6) inches or greater, measured 4.5 feet above ground height.





### **1.65.6 Identification of Potentially Eligible Parcels (A&M Contractor)**

The A&M Contractor is responsible for determining which enrolled private parcels could be potentially eligible for hazard tree removal and should be inspected by a Registered Professional Forester or TRAQ Certified Arborist through a desktop review.

Parcel eligibility for hazard tree removal will be determined using the "Buffer" analysis tool in ArcGIS (or equal compatible software as directed by the User Agency), an analytical tool that approximates which parcels are adjacent to rights of way. The result of this analysis will identify which parcels fall within the "public road buffer," a geographic polygon extending on both sides of the centerline of the public road right of way. GIS shapefiles (or equal) identifying public roads shall be acquired from all involved local jurisdictions for this analysis unless otherwise provided or directed by the User Agency. The buffer distance for the public roads layer(s) shall be determined based on the height-distance to target criteria described in the "Criteria" (8.1.5) section of this plan and the expected height of trees in the area. The buffer should be applied to both sides of the centerline of the

road right of way. Parcels that intersect with the public roads buffer should receive a hazard tree assessment. The IMT should appropriately consider scenarios where trees taller than the expected height are discovered and adjust assessment procedures where warranted.

### **1.66 Soft Start**

To confirm the A&M Contractor and DDHTR Contractor's readiness to conduct hazard tree removal operations, "Soft Starts" will be conducted at two (2) milestones:

- A. Start of hazard tree removal assessment.
- B. Start of the hazard tree removal.

### **1.67 Assessment and Monitoring (A&M) Activities (A&M Contractor)**

Once directed to start work, the A&M consultant will perform one (1) full day of hazard tree assessments. They will also perform one (1) full day of video recording for the roadways within the burn scar. Once a full day of assessments has occurred, the A&M Contractor will provide a presentation to the User Agency, reviewing the assessment protocols and processes and the resulting data. The User Agency will determine whether the protocols, processes, and resulting data are sufficient to commence hazard tree assessment. If the User Agency determines the results are insufficient, it will provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working days to make the requested adjustments unless the User Agency determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the User Agency the day following the work. The User Agency may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.



## **2022 FORK FIRE - RFP**

### **1.68 Hazard Tree Removal (DDHTR Contractor and A&M Contractor)**

All parties will be present to perform their function of the tree removal process, including, but not limited to, the pre-work site walk (referred to as the "360-degree Site Walk"), reviewing of documents via the consultant's platform, safety area establishment, ticket issuance, roles and responsibilities of all parties, communication between all parties including the DDHTR Contractor and the A&M Contractor, and traffic control.

Following the completion of the soft-start day, the A&M Contractor will provide the User Agency with examples of the documentation collected. The User Agency will confirm the documented collected is sufficient to commence hazard tree removal operations. If the User Agency determines documentation is insufficient, the User Agency may direct that the A&M Contractor make adjustments to its documentation processes and conduct an additional soft start to evidence that all requested changes have been made. All adjustments must be made within five (5) working days.

### **1.69 Assessment (A&M Contractor) Credentials:**

Only a Registered Professional Forester or TRAQ Certified Arborist may perform hazard tree assessment. Additional staff may be assigned to assist in documentation, tagging, or other activities not directly related to assessing hazard trees.

#### **1.69.1 Pre-Assessment Activities (A&M Contractor)**

An assessment team will be composed of a Registered Professional Forester or TRAQ Certified Arborist and at least one (1) Crew Leader. The assessment team will be assigned to authorized, enrolled private properties or segments of the public right of way ("ROW Segments"). The Planning Group will provide the assessment team with a daily list of enrolled private properties and/or ROW segments to assess. The assessment team will review the Right of Entry Permit (ROE) prior to entering the property, which contains the address, the corresponding assessor's parcel number (APN), homeowner accounts and descriptions, and other pertinent site information. The assessment team will mobilize and, using the information provided in the ROE, confirm they are at the correct property. Parcel maps and GPS-equipped applications may also be used to help the assessment team confirm the property.

Prior to entering the property, the assessment team will conduct a health and safety review to communicate the site-specific emergency response plan, known or anticipated hazards (e.g., overhead lines), unusual conditions, and other information relevant to performing work on the property. The team will conduct a 360-degree Site Walk to identify additional, previously unknown hazards and mitigate them prior to entering the site.

#### **1.69.2 Hazard Tree Assessment Process (A&M Contractor)**

As described in Exhibit A, Section B., Item 14) "Development of a Hazard Tree Assessment Methodology," the A&M Contractor shall develop and present to the User Agency a technical methodology for identifying and assessing hazard trees. The methodology should account for all requirements herein and be used consistently



throughout the operation.

Additionally, the A&M Contractors hazard tree assessment process should account for the following:

- A. Appropriate controls for ensuring all eligible targets are accounted for in the assessment.
- B. Appropriate processes for accounting for other tree mortality factors, such as drought or insect infestation, and for ensuring that only trees that are dead or likely to die in the next five (5) years as a result of the declared wildfire are marked for removal.
- C. Processes for a Modified Tree Assessment for steep slopes where standard assessment processes are impracticable or unsafe:
  - 1) GPS Coordinates will be located at the closest safely accessible area on the road to which its address or ROW segment is assigned.
  - 2) The diameter will be estimated remotely with the help of binoculars and a range finder. No photo of the tree diameter would be provided. The actual diameter of the tree will be determined when it is brought to a safely accessible area.
  - 3) No stump photo will be taken. If the tree must be brought off the slope, the arborist or TFL will take a photo of the cut face; however, no spray paint or tag will be affixed to the tree.
- D. Other scenarios in which a standard tree assessment is impracticable or unsafe.

### **8.5.3 Hazard Tree Assessment Documentation (A&M Contractor)**

As part of the Strike Team, the Contractor Arborist shall mark and document all hazard trees with a User Agency approved Esri-compatible data collection software. The User Agency approved Esri-compatible data collection software shall be accessible and viewable by the User Agency at all times during the operation. Data collected shall include:

- A. Unique identification numbers for all trees.
- B. The number of trees (on the parcel or county road segment) on a SA map.
- C. Each tree's species (as determined by the Arborist).
- D. Tree height.
- E. Tree diameter (at 4.5 feet above ground level).



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

- F. The relative height of the tree is measured by a hypsometer or measuring tape and a clinometer or equal industry-standard method.
- G. Tree GPS coordinates.
- H. Distance of tree to eligible target measured by hypsometer or measuring tape.
- I. Photographs of each tree before removal showing all of the following unless directed and approved by the User Agency:
  - 1) The unique identification number on the tree trunk prior to felling.
  - 2) The diameter on the measuring tape.
  - 3) The tree standing and in context (photo should be taken from sufficient distance away from the tree to show the tree alongside the rest of the parcel).
  - 4) The threatened public improved property or right of way from the perspective of the hazard tree.

A&M Contractor shall place all data and photographs collected (including the map prepared in "e)" below) in a database folder for each property by APN and available to the IMT electronically in the GIS management services database (refer to Section 5.B.11). Information shall be uploaded to the Contractor's database and accessible by the User Agency and IMT within twenty-four (24) hours of the day the tree was assessed.

A&M Contractor shall create a map showing the location of the trees included on the property or ROW. This survey map shall include a tree represented as a circle and tagged with a tree identification number. As necessary, A&M Contractor shall utilize Licensed Land Surveyor(s) (with all required survey equipment) as part of a two-person survey team(s) to delineate hazard tree locations with respect to property lines.

When necessary, the Strike Team shall mark approximate property boundaries if access to hazard trees that are marked to be cut may require access across such a boundary or if the trees may fall across such boundaries after being felled. Mark this possibility on the site map.

### **1.69.3 Hazard Tree Marking Specifications (A&M Contractor)**

Contractor shall mark each hazard tree in accordance with the specifications provided below unless otherwise directed by the User Agency:

- A. Three blue dots shall be painted with marking paint on the bole of the tree



## 2022 FORK FIRE - RFP

at breast height in a manner such that the dots will be visible from multiple angles.

- B. A metal tag marked with both the Unique ID number of the hazard tree and a barcode connected to the Unique ID number should be affixed with a nail to the tree below the cut line (less than six inches from the ground). The metal tag should be circled with blue marking paint to ensure it is noticeable.

### 1.69.4 Boundary Trees (A&M Contractor)

A "Boundary Tree" generally refers to a tree that straddles a boundary line. The Professional Land Surveyor(s) are requested to locate and mark in the field and prepare a written report regarding certain Boundary Trees with respect to the relevant boundary line(s). At a minimum, the written report from a Professional Land Surveyor of Boundary Trees should include the following elements for each tree:

- A. Tree ID
- B. General tree type (conifer, deciduous)
- C. Approximate tree diameter
- D. Property Address(es)
- E. Property APN(s)
- F. Determine the relationship of subject trees to relevant boundaries
- G. Map to scale of relevant boundary lines and tree(s)
- H. Identify the surveyor, the surveyor's address, and license number; and
- I. Identify the north reference and/or basis of bearings

## 1.70 Work Management Planning

### 1.70.1 Prioritization Considerations for Runways (User Agency or Designee)

Parcels will be prioritized for hazard tree removal by the User Agency. The User Agency may consider a number of factors when prioritizing parcels and developing work schedules to meet operational needs to ensure parcels move expeditiously through the debris process so the property owner can commence rebuilding or protecting the public. At times this prioritization may impact contractor operational efficiency. Below are example priorities that the User Agency may elect to implement:

- A. Imminent Dangerous Trees: Parcels with trees that, in the opinion of the User Agency or A&M Contractor, pose a more imminent risk to the public may be prioritized above others.
- B. Debris Removal Properties Approved for Erosion Control: Prioritizing properties for which soil samples meet operational cleanup goals and are deemed ready for erosion control by the User Agency or designee will ensure that the hazard tree removal function can proceed expeditiously through the hazard tree removal process.



## 2022 FORK FIRE - RFP

- C. Hazard Tree Only: Properties that do not require structural debris removal generally have fewer dependencies, and hazard tree removal may be able to commence on these properties sooner than others.
- D. Debris Containing Properties: These parcels have not yet been entirely cleared of debris or contaminated soil; however, the hazard trees can be safely felled if tree operations can be conducted without disturbing the debris and ash footprint.
- E. ROW Trees: ROW Trees may be prioritized by the User Agency. These trees may be the highest priority if presenting an immediate threat to the traveling public.

### 8.6.2 Work Management Processes

The User Agency shall establish appropriate work management processes or may direct the A&M Contractor to develop a work management process for managing hazard tree assessment and removal activities. The User Agency's work management process may define timelines under which the A&M Contractor and the DDHTR Contractor shall complete certain tasks. The User Agency may elect to divide the work into "Work Packages" as described below:

- A. Available work (enrolled private parcels or ROW segments) will be divided into Work Packages.
- B. A Work Package will be assigned to the A&M Contractor, who will complete all- hazard tree assessments (if not completed prior to Work Package development), biological inspections, archaeological inspections, and any other required pre- felling inspections. The User Agency may define the timeline by which these pre-felling inspections shall be completed for each Work Package, based on the size and complexity of the Work Package.
- C. A Work Package will subsequently be assigned to the DDHTR Contractor for pre-inspection. During pre-inspection, the DDHTR Contractor shall determine and document the means and methods for felling and removal (such as type of equipment to be used, potential access issues, or any required permits or CAL FIRE regulatory documents).
- D. Once the DDHTR Contractor has completed all pre-inspection tasks, that Work Package will be assigned to the DDHTR Contractor for hazard tree removal. The DDHTR Contractor will complete all felling and removal operations for the Work Package. The User Agency may prescribe expected or required timeframes for completing operations in the Work Package or may elect not to release additional Work Packages until prior Work Packages are complete. The intent is to prosecute the full scope of the work in a systematic and incremental manner.
- E. The User Agency may direct the A&M Contractor to validate the





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

completion of the Work Package or otherwise assist in determining that all needed hazard tree removal operations have been completed within a Work Package or set geographic area.

### **1.71 Pre-Felling Inspections (DDHTR Contractor)**

#### **1.71.1 Forest Practice Considerations**

The DDHTR Contractor, as a California Licensed Timber Operator (LTO), is responsible for their compliance with the Forest Practice Rules. The DDHTR Contractor's Registered Professional Forester (RPF) is tasked with drafting and submitting permitting and regulatory documents and oversight of all aspects of a Timber Harvest activity, acting as a lead in interpretation of the Forest Practice Rules. In this capacity, the RPF will typically oversee the placement and mapping of the Watercourse and Lake Protection Zone (WLPZ) by determining stream class, slope, and other factors; supervise or determine the mortality of dead or dying trees; work with the archaeologists, or act in their capacity to determine and put in avoidance, minimization, and mitigation measures to protect significant cultural and prehistoric sites; working with biologists, or acting in their capacity to determine and put in avoidance measures to protect endangered or threatened species, and nesting birds; work with the CAL FIRE Unit Inspector to determine the best means and methods to fell trees near sensitive resources, and enforce all other aspects of the Forest Practice Rules.

The A&M Contractor's RPF(s) is/are responsible for assisting the User Agency in ensuring DDHTR Contractor's compliance with the Forest Practice Rules and overseeing hazard tree assessment operations.





### **1.71.2 Consultant Pre-Inspection (A&M Contractor)**

#### Arborist Final Assessment

The User Agency may request that at least forty-eight (48) hours but no more than seven (7) working days prior to the beginning of the hazard tree removal, a final hazard tree assessment will be conducted by an RPF or TRAQ Certified Arborist certification to ensure all potential hazard trees have been assessed and all marked trees meet hazard tree eligibility criteria.

#### Final Biological Review

The User Agency may direct that the A&M Contractor perform a final biological review prior to felling. The need and specification for such a review are discussed in greater detail in the Environmental Protection Plan.

#### Data Validation

Prior to commencing hazard tree removal on each parcel or ROW segment, the A&M Contractor shall confirm that all hazard tree data and, if applicable, documented permits associated with the parcel or ROW segment are accounted for and match across all data sets. The A&M Contractor shall:

- A. Confirm the appropriate hazard tree assessment is accounted for and accessible.
  - 1) Confirm the count of hazard trees identified in the assessment matches the count of unique tree photos in the assessment.
  - 2) Confirm the count of hazard trees identified in the assessment matches the count of hazard trees on the tree sketch.
  - 3) Confirm that all exception/incidental trees are identified and noted in the tree assessment and sketch.
- B. Confirm that the count of hazards trees in the tree assessment matches the count in the approved database.
- C. Confirm that the number of tree tags associated with this APN matches the count of trees identified in the hazard tree assessment.
- D. Confirm that, if applicable, the required permits are associated with the correct APN and are documented properly in the approved database.
- E. If any of the above criteria are not met, the discrepancies should be resolved via a desktop or physical site review prior to the parcel being assigned to a tree- felling crew or placed on a runway.



### **1.71.3 Contractor Pre-Inspection (DDHTR Contractor)**

The DDHTR Contractor shall inspect the property prior to beginning tree-felling operations to determine the preferred means and methods, identify access issues, incidental trees (trees that inhibit the safe felling of eligible hazard trees), and any property owner issues or concerns. This information should be provided to the User Agency upon completion of pre-inspection on a parcel to ensure it can be accounted for in the User Agency and A&M Contractor's planning.

The DDHTR Contractor may also be required to physically mark timber onsite prior to the operation's felling operation, such as with marking paint or flagging tape.

The purpose of this marking is to delineate what timber must be removed by the DDHTR Contractor and what timber was pre-existing and will not be removed.

It is the DDHTR Contractor's decision to utilize an adjacent property to fell an eligible hazard tree. Where a DDHTR Contractor utilizes an adjacent property to fell, remove, or manage an eligible hazard tree, the DDHTR Contractor shall ensure the following minimum steps occur prior to commencement of felling activities:

- A. Establish that a valid ROE Permit or Access ROE exists for the adjacent property.
- B. Ensure all archaeological and biological protocols and protection measures are in place; and
- C. Make reasonable attempts to notify the adjacent property owners. At a minimum, the DDHTR Contractor (or the A&M Contractor, if requested by the User Agency) must attempt to make contact with this adjacent property owner no less than twenty-four (24) hours before the start of work.

In making a decision to utilize an adjacent property to fell, remove, or manage an eligible hazard tree, the DDHTR Contractor shall acknowledge:

- 1) Several factors including, property ownership changes, could affect the accuracy of available information relating to adjacent properties.
- 2) The A&M Contractor may not have accurate information to support the proposed activities on an adjacent property.

The DDHTR Contractor bears sole responsibility for all harm resulting from its decision to use an adjacent property to fell, remove, or manage an eligible hazard tree. To minimize these risks to the DDHTR Contractor, the DDHTR Contractor should incorporate the potential for felling eligible hazard trees into adjacent properties into the compulsory pre-inspection protocols and provide advance notice to A&M Contractor.

A&M Contractor personnel, to the best of their abilities and knowledge, should advise



## **2022 FORK FIRE - RFP**

the DDHTR Contractor whether any of the DDHTR Contractors' proposed activities could result in harm to the operation, including any available information relating to an ROE Form or the known archaeological and biological information for that immediate area. In doing so, the A&M Contractor personnel shall consider the specific circumstances where the DDHTR Contractors elects to use an adjacent property with approved ROE Forms to fell eligible hazard trees. The A&M Contractor personnel shall record all pertinent information.

### **1.72 Hazard Tree Felling and Removal**

#### **1.72.1 Pre-Work Walk (360 Degree Site Walk) (DDHTR Contractor and A&M Contractor)**

This walk is conducted by both the DDHTR Contractor and A&M Contractor's TFL by walking the entire parcel to accomplish the following: Identify property boundaries, ingress and egress routes, anticipated felling techniques to be used, potential incidental trees to be taken, review the listing of eligible trees and site sketch against marked trees on-site and document changes such that it reflects what is observed, identify and mark (if not already marked) septic tanks, wells, utility connections, and other fixed structures that could be damaged, identify drop zone and mark the area, establish traffic control (see Traffic Control Guidance in Section 5.22), and physically mark trees which had already been assessed and determined to be eligible hazard trees which are no longer standing. For each 360-degree Site Walk, the DDHTR Contractor and A&M Contractor shall agree to the number of eligible hazard trees to be felled (prior to any actual tree felling), record the number of trees actually felled, reconcile any discrepancies, and report any disputes using the Chain of Command.

#### **1.72.2 Responsibilities of the A&M Contractor**

##### Pre-Felling Documentation

The A&M Contractor shall photograph each tree immediately prior to, but no more than twenty-four (24) hours prior to, felling. This photograph must show that the tree is standing and has not been felled by others. If the tree has fallen naturally or appears to have been felled by a third party, the A&M Contractor should photograph the current condition of the tree (or stump) and notate the finding in its database.

The A&M Contractor should validate the GPS coordinates of each tree at the time of felling to ensure the coordinates reflected in the A&M contractor's database are accurate.

##### Post-Felling Documentation

The felled surface of each stump must be marked with the last three (3) numbers of its unique identification number with marking paint.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

The A&M Contractor shall photograph each tree stump after the tree is felled. The photograph must show the tree tag and the painted number on the cut surface. Any changes in the total tree count must be documented.

A final GIS site map, which includes GPS coordinates of each tree, shall be created.

At the User Agency's discretion, alternative forms of documentation may be followed to accommodate specific site conditions. Some examples include:

- A. White paint marking an "X" for previously located stumps that have been removed during tree felling.
- B. Documentary evidence captured concurrently with tree felling
- C. Other assessment documentation methods that accommodate safety concerns, as determined by the User Agency

### Archeological and Biological Monitoring

Consultants/Monitors will produce the assessment and monitoring post-felling reports for Endangered Species Act Section 7 and National Historic Preservation Act Section 106 compliance. The report will include all documents and will be sent to the Environmental Lead for review and final approval. Other guidance, direction, or requirements are outlined in the EPP.

#### **1.72.3 Responsibilities of the DDHTR Contractor**

The DDHTR Contractor's Crew supervisor will decide how the tree felling will be accomplished and inform the TFL during the 360-degree Site Walk. All trees must be felled in a safe manner and in a manner that does not impact neighboring unenrolled parcels, public infrastructure, or improved property (including underground infrastructures, such as septic tanks, utility lines, etc.).

The DDHTR Contractor's Crews will fell hazard trees as identified and marked by the A&M Contractor's Arborist, and stumps will be flush cut (within six (6) inches) to existing terrain surface or as required in local government encroachment permits. No stumps will be removed unless pre-approved/directed by the User Agency or designee.

The DDHTR Contractor must ensure reasonable access is provided to the A&M Contractor to perform their tasks, as specified in these Special Provisions, or as otherwise directed by the User Agency. Provision of this reasonable access may impact the DDHTR Contractor's operational efficiency.

Felled trees and other vegetative debris will then be collected and removed from the site. In some situations, the User Agency may direct that certain trees are lopped and scattered on-site or otherwise not removed for environmental protection or safety



## 2022 FORK FIRE - RFP

reasons. Trees and/or tops and limbs may be chipped directly into trucks on site, transported to a Hazard Tree Processing Yard for processing, or hauled directly to end use facilities at the discretion of the DDHTR Contractor. If directed by the User Agency, the DDHTR Contractor will place no more than two (2) to three (3) inches of chipped slash on all areas greater than one hundred (100) contiguous square feet where the soil has been disturbed by the DDHTR Contractor's hazard tree removal operation. The User Agency may prescribe specific requirements for wood chipping, for example:

- A. The Wood mulch shall be placed to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water.
- B. 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,
- C. Efforts shall be made to preserve existing vegetation, if practicable.

It is expected that the DDHTR Contractor will complete all necessary felling, processing, chipping, and removal activities as part of a singular operation rather than multiple discrete steps unless otherwise authorized by User Agency. For example, the DDHTR Contractor shall not split hazard tree removal crews into multiple discrete units (for example, separate wood management, tree felling, and tree removal crew). Each Hazard Tree Removal Crew must include all required equipment and personnel to complete the full felling, processing, and removal process. Such equipment may include, for example:

- A. One (1) crane or rubber tired and/or rubber tracker bucket rig
- B. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher
- C. One to two (1 – 2) laborers for processing fallen timber
- D. One (1) skid steer or excavator for handling timber onsite
- E. One (1) track or tow-behind chipper
- F. Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

The User Agency may approve alternate crew makeups if the DDHTR Contractor evidences the need for different personnel or equipment. A Hazard Tree Removal Crew consists of between two (2) and seven (7) DDHTR Contractor personnel. The DDHTR Contractor is responsible for providing all necessary equipment and personnel to safely



## 2022 FORK FIRE - RFP

fell, process, and remove all marked hazard trees and wood materials, which may exceed the equipment and personnel listed above. No additional compensation will be provided for additional equipment or personnel.

Wood material other than chips or mulch used for erosion control shall not be left on site after the demobilization of the Hazard Tree Removal Crew. With the

approval of the User Agency, Hazard Tree Removal Crews may be permitted to work on multiple parcels concurrently (for example, the felling component of the crew may advance to the next scheduled parcel while the chipping and removal components are continuing work on the initial parcel). The User Agency may prescribe how many parcels may be actively worked per Hazard Tree Removal Crew. However, methodologies that bifurcate felling and removal operations as a standard practice are unacceptable unless specifically authorized by the User Agency. A Hazard Tree Removal Crew should demobilize from a parcel prior to removing all wood material only in cases where a weather standdown or other nonworking day is ordered.

### **1.73 Post Tree Felling and Removal Site Walk (DDHTR Contractor, A&M Contractor).**

Prior to the Hazard Tree Removal Crew's demobilization, the A&M Contractor and DDHTR Contractor shall confirm the following and document on the A&M Contractor provided "tree felling, and removal site walk form/survey":

- A. All marked hazard trees have been removed from the property.
- B. Any marked hazard trees that fell naturally or which appear to have been felled by others are documented (i.e., pictures or other evidence), with the tag removed and the marking paint concealed (Both A&M and DDHTR Contractors).
- C. If applicable, tree erosion control (chips) has been applied to appropriate disturbed areas. Chipping complies with all contract specifications regarding size and depth and does not cover driveways, structure footprints, drainage features, or WLPZ zones.
- D. If chips are not used for erosion control, hydromulch or other Forest Practice Rule BMPs shall be utilized and confirmed used for such disturbed areas.
- E. No tree materials resulting from the operation remain on-site unless otherwise directed by the User Agency.
- F. If any property damage resulted from the operation, the damage is documented by the A&M Contractor as prescribed by the User Agency.





## **FINAL EROSION CONTROL (DDHTR CONTRACTOR, A&M CONTRACTOR – MONITORS AND DOCUMENTS)**

Erosion control measures will be implemented to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water bodies during debris removal after a disaster. Best management practices for erosion controls may include the use of fiber rolls, silt fences, erosion control blankets, hydraulic mulch, soil binders, and other mechanisms to reduce sediment. Erosion control plans will be developed by the User Agency's OSC or designee, with input from the A&M Contractor, for those sites requiring Level 3 erosion control. These erosion control levels are described below. Biodegradable erosion control shall be installed after each lot has met site-specific cleanup goals. Efforts should be made to preserve existing vegetation, if practicable. Once the removal has been completed, storm water control measures must be maintained by the property owner or local government. No seeds will be used for individual lots based on property owner concerns.

All erosion control methods, materials, and specifications will be described in the EPP or as directed by the User Agency's OSC or designee. Materials used for erosion control shall be placed at a minimum in accordance with the manufacturer's specifications. All materials shall be certified weed free in an effort to control the spread of noxious weeds.

### **1.74 Erosion Control Methods**

Each residential parcel will receive one of the following measures, as determined by the User Agency's OSC or designee:

- A. Level 1: Hydraulic mulch. Hydraulic mulch will include a wood base mulch along with an organic tackifier to cover the entire area impacted by the structural debris removal operations. No seeds will be used on this Operation. Level 1 applies to less than seven (7) percent slopes.
- B. Level 2: Hydraulic mulch and bio-degradable straw wattles shall be a minimum of eight (8) inches to twelve (12) inches diameter and shall be staked and keyed in. Compost filter socks shall be a minimum of five (5) inches to eight (8) inches diameter and shall be sandbagged in place, as necessary. No staking or keying in will be necessary with Compost filter socks. Silt fences shall be wire-backed in snow zones and used in areas on slopes greater than seven (7) percent.
- C. Level 3: Hydraulic mulch, non-synthetic compost filter socks and/or silt fence, and erosion control blankets (such as compost blankets, etc.). Level 3 erosion control applies to sloped areas greater than fifteen (15) percent. Additional erosion control methods may be developed after consultation with regulatory agencies (see alternative products below).

#### **1.74.1 Erosion Control Materials and Specifications**





## 2022 FORK FIRE - RFP

Materials used for erosion control shall be placed in accordance with these Special Provisions or as directed by the User Agency's OSC or designee. All materials shall be certified non-synthetic weed-free in an effort to control the spread of noxious weeds. The following materials have been identified for the Operation:

- A. Hydraulic Mulch – Hydraulic mulch or hydro-mulching is an erosion control process that uses a slurry wood fiber or wheat straw fiber and a tackifier. The slurry is transported in a tank, either truck or trailer-mounted, and sprayed on prepared ground. Each DDHTR Contractor will develop a submittal for the hydraulic mulch for approval by the IMT. The mulch design will be based on virgin wood or seed-free wheat straw and/or corn-based fiber and a non-toxic organic base tackifier. Application rates will also be submitted based on slopes.
- B. Fiber Rolls/Straw Wattles – Fiber roll barriers (also called sediment logs or straw wattles) are commercially manufactured and usually consist of milled wood, or other natural fibers are sewn into a circular weave fabric. Fiber rolls are good perimeter protection, designed to slow stormwater runoff and trap small amounts of sediment. Fiber rolls shall be eight (8) inches to twelve (12) inches in diameter. Fiber rolls must be certified weed free.
- C. Compost Filter Socks - Compost filter socks are a three (3) dimensional tubular sediment control and stormwater runoff filtration device typically used for perimeter control of sediment and soluble pollutants on and around construction activities. Compost filter socks trap sediment and soluble pollutants by filtering runoff water as it passes through the matrix of the compost filter socks. Compost filter socks shall be used on all hardscape areas for erosion control. These areas include driveways, hardscape features including concrete, brick, asphalt and gravel roads, lava cap soils, and areas directed by the IMT. Compost filter socks shall be five (5) inches to eight (8) inches in diameter.
- D. Erosion Control Blanket – Erosion control blanket is a manufactured blanket or mat that is designed to hold soil and seed in place on slopes. It consists of biodegradable organic materials such as wood fiber, coconut fiber, or a combination of these materials. It is commercially manufactured and delivered to the site in rolls.
  - a. Erosion control blankets shall be one hundred (100) percent organic biodegradable (including parent material, stitching, and netting). The minimum thickness shall be 3/8" (9mm). The netting shall be stitched to prevent the separation of the net from the parent material. The netting shall be capable of withstanding moderate foot traffic without tearing or puncturing. Neither the blanket nor netting nor the installation shall pose a safety risk to people walking on/crossing over it or pose a hazard to



## 2022 FORK FIRE - RFP

wildlife such as birds, reptiles, and amphibians.

- b. Appropriate products include, but may not be limited to:
  - i. Curled I Fiber net (American Excelsior)
  - ii. Curled II Fiber net (American Excelsior)
  - iii. AEC Premier Straw Fiber net (American Excelsior)
  - iv. S 75 BD (North American Green)
  - v. S 150 BN (North American Green)
  - vi. SC 150 BN (North American Green)
  - vii. C125 BN (North American Green)
  - viii. Excel S-2 All Natural (Western Excelsior)
  - ix. Excel SS-2 All Natural (Western Excelsior) 10)Excel CS-3 All Natural (Western Excelsior) 11)Excel CC-4 All Natural (Western Excelsior)
  
- E. Silt Fence – Silt fence consists of a permeable filter fabric that is keyed into the ground and staked beyond the toe of a slope. The fabric pools runoff, causing entrained sediment to settle out behind the fence while the water slowly filters through the fabric.
  
- F. Anchors – Anchors are devices that secure erosion control materials such as fiber rolls, erosion control blankets, and silt fences.
  - a. For erosion control blankets, anchors shall be completely biodegradable, environmentally safe, and have no potential for soil and/or water contamination. Steel wire pins or staples may be approved by the User Agency's OSC if the alternative is not available or not functional. Petroleum-based plastics or composites containing petroleum-based plastics will not be approved. Materials deemed to present a hazard from splintering or spearing will not be approved. Wood stakes or stakes manufactured from wood byproducts may be approved.
  - b. Appropriate products include, but may not be limited to:
    - i. E-Staple (American Excelsior)
    - ii. CF Bio Staple (CFM Corp)
    - iii. Green Stake (Green Stake)
    - iv. Bio-Stake (North American Green)
    - v. Enviro-Stake (ODC Inc.)
  - c. For silt fence, anchor posts shall be at least thirty-six (36) inches long. Steel posts should weigh no less than one (1) pound per linear foot.
  - d. For fiber roll barriers or compost filter socks, stakes shall be wooden and at least eighteen (18) inches long.
  
- G. Netting – Netting is a manufactured product intended to secure wood chips or pine needle mulch to the soil surface.



## 2022 FORK FIRE - RFP

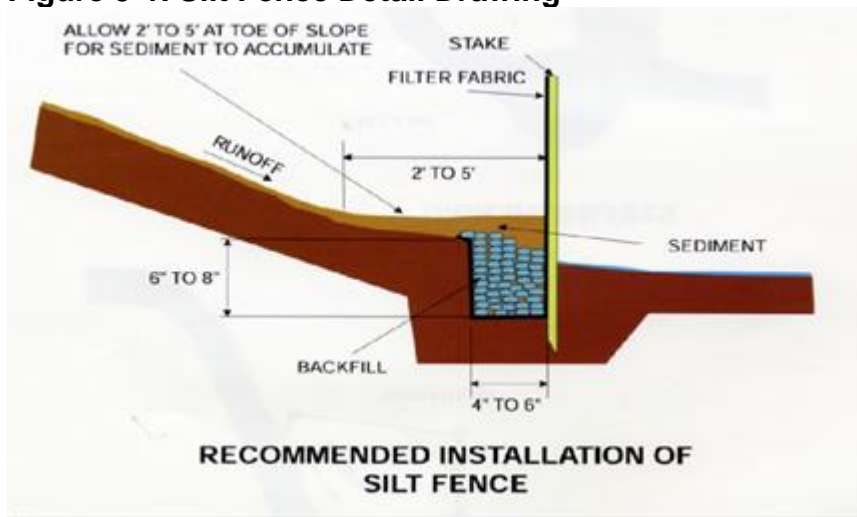
- a. Netting shall be one hundred (100) percent organic biodegradable and may consist of paper, jute, cotton, or wood fiber netting. Netting material shall be approved by User Agency staff prior to installation.
- H. Gravel Bags – Gravel bags are intended to slow stormwater flows and trap sediment on paved surfaces. Gravel bags shall be filled with ¾” to 1½” washed rock. Bags filled with sand will not be approved.

### 1.75 Installation Standards

- A. Erosion control BMPs installation shall consist of furnishing and applying erosion control materials. The work includes proper material handling, area preparation, and proper application of erosion control materials and structures.
- B. Area Management – Construction/demolition materials shall be stored to the maximum extent possible on paved surfaces. When this is not possible, construction/demolition materials shall be stored in areas where a future structure or other hard impervious surfaces will be constructed, such as a future building foundation or driveway.
- C. Compost filter socks and fiber roll barriers – Install five (5), eight (8), or twelve (12) inch diameter compost socks as directed by User Agency’s OSC. Compost socks may require stakes/anchors, depending on the application, as directed by the User Agency’s OSC. Compost socks do not require trenching when used to interrupt sheet flows on asphalt, concrete, or other impervious surfaces.
- D. Construction/demolition vehicles shall remain on paved surfaces to the maximum extent possible. When this is not possible, construction/demolition vehicles shall be used in areas where a rebuild of impervious surfaces will occur, such as building foundation or driveway locations.
- E. Silt Fence – Install silt fences as directed by the User Agency’s OSC. Six (6) inches of the fence shall be buried in a trench along the base of the fence. The posts shall be spaced a maximum of ten (10) feet apart and driven eighteen (18) inches into the soil or to refusal. Sediment shall be removed from the up-slope side of the fence when it reaches 1/3 the height of the fence. Refer to Figure 9-1 below.



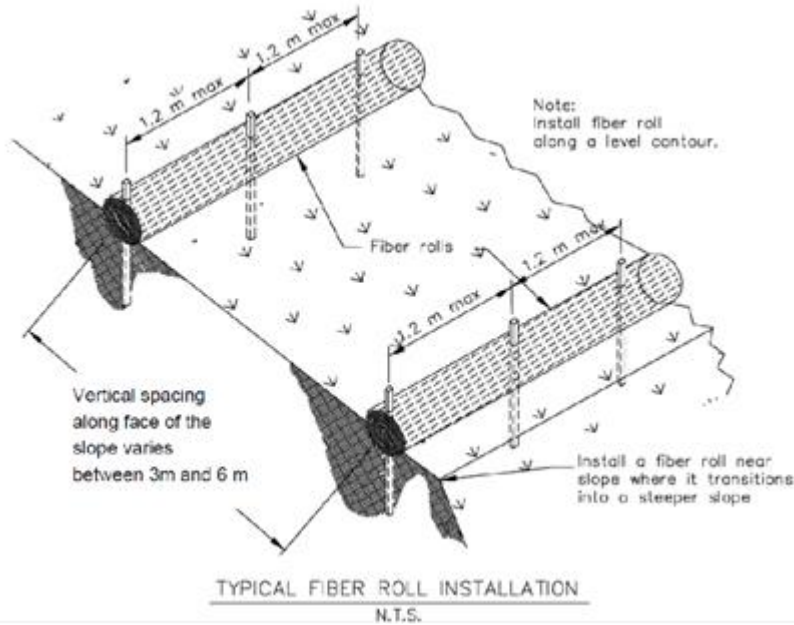
**Figure 9-1. Silt Fence Detail Drawing**



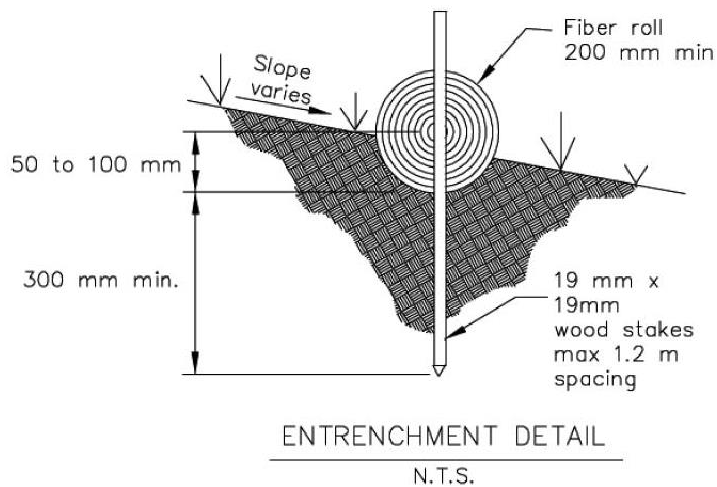
- F. Erosion Control Blanket – Install erosion control blankets as directed by the User Agency’s OSC. Starting at the top of the slope, anchor the blanket in a six (6) inch trench, backfill, and securely tamp the backfilled soil. Unroll the blanket downslope, overlapping parallel and subsequent blankets a minimum of four (4) inches. Secure blankets with anchors along with the overlaps and place a minimum of three (3) anchors per square yard. DDHTR Contractor shall determine if more anchors are required and shall be responsible for installing the erosion control blanket so that it will stay in place.
- G. Fiber Roll Barriers – Install eight (8) or twelve (12) inch fiber roll barriers as directed by the User Agency’s OSC. Place the fiber roll barrier in a two (2) to four (4) inch trench perpendicular to the flow path of stormwater. Drive stakes perpendicular to the ground. If required on steep slopes, drive stakes on either side of the roll and bind together with baling wire. Weighted rolls may be used as appropriate, especially on driveways. Refer to detail Figure 9-2 below. Typical installation spacing for the fiber rolls will be as follows:
- 1) Ten (10) feet apart for slopes steeper than 2:1 (horizontal: vertical)
  - 2) Fifteen (15) feet apart for slopes from 2:1 to 4:1 (horizontal: vertical)
  - 3) Twenty (20) feet apart for slopes from 4:1 to 10:1 (horizontal: vertical)
  - 4) Fifty (50) feet apart for slopes flatter than 10:1 (horizontal: vertical)



**Figure 9-2. Fiber Roll Detail Drawings for Steep Slopes, Fiber Roll Installation**



**Figure 9-3. Fiber Roll Detail Drawings for Steep Slopes, Entrenchment**



- H. Compost filter socks - The sock shall be installed downslope of any disturbed area requiring erosion and sediment control and filtration of soluble pollutants from runoff. Compost filter socks are effective when installed perpendicular to sheet or low concentrated flow and in areas that a silt fence is normally considered appropriate. Acceptable applications include:



## 2022 FORK FIRE - RFP

- 1) Site perimeters.
  - 2) Above and below disturbed areas subject to sheet runoff, inter rill , and rill erosion.
  - 3) Above and below exposed and erodible slopes.
  - 4) Along the toe of stream and channel banks.
  - 5) Around area drains or inlets.
  - 6) On compacted soils where trenching of silt fence is difficult or impossible.
  - 7) Around sensitive trees where trenching of silt fence is not beneficial for tree survival or may unnecessarily disturb established vegetation.
  - 8) On the frozen ground where trenching of silt fence is impossible.
  - 9) On paved surfaces where trenching of silt fence is impossible.
  - 10) As a slope interruption device to slow runoff and reduce soil erosion.
  - 11)As a check dam in a swale, ditch , or channel.
  - 12)Areas where post-fire stormwater pollutants are a concern.
- I. Gravel Bags – Gravel bags or weighted fiber rolls shall be placed on the downslope edge of impervious surfaces, such as driveways. Place gravel bags in a double row in a “U” shape.

### **1.76 Site Approval and Final Reports (User Agency, A&M Contractor – Monitors and Documents)**

Following the placement of erosion control, the User Agency’s OSC or designees will conduct final site walks of each property. The site walk will consist of a review of the ROE, Site Assessment Report, debris removal information, and other relevant information, and then conducting a site visit to verify all work has been completed to the specifications outlined herein and in the contract. The User Agency’s OSC or designee will prepare a final site walk checklist/report with sign-off signature and submit it to the County.

Additionally, the A&M Contractor will prepare a final completion report package for each property to the affected Counties that includes a copy of the initial property site assessment documents, pre-removal site photographs, final site condition photographs, certified laboratory data for the confirmation samples, and tabulated laboratory data



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

comparing the confirmation sample results to the established cleanup goals. The report will describe the work conducted, the results of asbestos surveys/sampling, and confirmation sample results. Reports will be signed by a Certified Engineering Geologist, Professional Geologist, or Professional Engineer licensed in the State of California.





**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 County agrees to compensate the Contractor for completed work in accordance with the rates specified herein. Contractor agrees to submit all required invoices related to this Agreement no later than 90 (ninety) days after contract expiration.

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:

Madera County Sheriff's Office  
2725 Falcon Drive  
Madera, CA 93637

C. The Contractor agrees to send all preliminary invoice packages to Madera County's Assessment and Monitoring Contractor prior to submission to Madera County. Only one (1) county may be billed per invoice. Madera County's Assessment and Monitoring Contractor provides invoice package quality assurance and examination services. The Contractor and Madera County's Assessment and Monitoring Contractor shall resolve all deficiencies in the Contractor's invoice packages prior to submission to Madera County.

D. Refer to Attachment G, Standard Invoice Template. Madera County will not process incomplete invoice packages. Each complete invoice package submitted to Madera County must include the below information:

1. Contractor's company name and address
2. Date invoice was submitted
3. Billing Period
4. 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 County, including a reference to the original invoice number.)
6. The 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



**2022 FORK FIRE - RFP**

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. One (1) Copy of Excel format, one (1) copy of PDF format
16. Payment Recommendation Report by Madera County's Assessment and Monitoring Contractor
17. Invoice Certification Statement, signed under penalty of perjury by a duly authorized representative

2. **COST BREAKDOWN:** Insert the Cost Proposal from the winning Proposer.
3. **PAYMENT WITHHOLD:** The provisions for payment under this Agreement will be subject to a ten percent (5%) withholding. Contractor acknowledges that this Agreement is subject to ten percent (5%) withholding pursuant to Public Contract Code (PCC) section 7201. The withheld payment amount will be included in the final payment to the Contractor. The 5% withheld amount will only be released upon Madera County's verification of completion of all work, to the satisfaction of Madera County. Under no circumstances shall the withheld payment be released prior to Madera County's verification of Contractor's services satisfactorily rendered.
4. **PAYMENT MILESTONES:** Partial payment before the completion of line items will not be issued. Contractors may invoice Madera County only upon completion of each unit, to the satisfaction of Madera County. Payment Milestones represents when Madera County can verify that the Contractor has satisfactorily rendered services, subject to the "Payment Withhold" provisions.

Bid Item	Bid Item Description	Payment Milestone	Exhibit A Citation
1a	Mobilization (Debris Crew)	Completion of pre-deployment training and complete mobilization to the satisfaction of CalRecycle	6.17



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

**2022 FORK FIRE - RFP**

Bid Item	Bid Item Description	Payment Milestone	Exhibit A Citation
1b	Mobilization (Tree Crew)	Completion of pre-deployment training and complete mobilization to the satisfaction of CalRecycle	6.17
2	Per Parcel Ash/Debris/Metal/S oil	Final Site Walk	7.1.2.6
3	Per Parcel Asbestos	Interim Site Walk (ISW)	7.1.2.3, Item N
4	Rescrape	Final Site Walk	7.1.2.6
5a	Vehicles (On Parcel)	Final Site Walk	7.1.2.6
5b	Vehicles (Off Parcel)	Final Site Walk	7.1.2.6
6	Per Parcel Concrete	Interim Site Walk (ISW)	7.1.2.3, Item N
7	Tonnage Rate	Final Site Walk	7.1.2.6
8	Asbestos Yard Rate	Interim Site Walk (ISW)	7.1.2.3, Item N
9	Temporary Long Bridges	Final Site Walk	7.1.2.6
10a	NWD – Debris Crew	Upon approval of contractor's request for an NWD	refer to Bid Description 10a
10b	NWD – Tree Crew	Upon approval of contractor's request for an NWD	Refer to Bid Description 10b
11a	Delays – Debris Crew	Upon approval of contractor's request for a delay	Refer to Bid Description 11a
11b	Delays – Tree Crew	Upon approval of contractor's request for a delay	Refer to Bid Description 11b



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

**2022 FORK FIRE - RFP**

Bid Item	Bid Item Description	Payment Milestone	Exhibit A Citation
12a	Hazard Tree Removal	Hazard Tree Removal Final Site Walk	7.2.2.2, Item K
13	Property Owner Assistance	Upon written authorization by the Debris Group Supervisor	Refer to Bid Description 13



**EXHIBIT C**

**REQUIRED CONTRACT CLAUSES FOR FEMA PUBLIC ASSISTANCE PROGRAM  
CONTRACTS**

If the President of the United States authorizes the FEMA Public Assistance Program for the 2022 Fork Fire, the following clauses shall apply to this Agreement unless California law imposes a more restrictive standard.

**A. EQUAL EMPLOYMENT OPPORTUNITY**

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'



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

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 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,



## 2022 FORK FIRE - RFP

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.

### B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 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 (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) 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 (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 (1) of this section, in the sum of twenty-seven dollars (\$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 (1) of this section.





## 2022 FORK FIRE - RFP

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 (2) of this section.
4. ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

### C. 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 Madera County, 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 one-hundred and fifty-thousand dollars (\$150,000) financed in whole or in part with Federal assistance provided by FEMA.

### D. THE FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to 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 Madera County, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

3. The contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars (\$150,000) financed in whole or in part with Federal assistance provided by FEMA.

### **E. DEBARMENT AND SUSPENSION CLAUSE**

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 Madera County. 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 Madera County, 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 CLAUSE**

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

Contractors who apply or bid for an award of one-hundred thousand dollars (\$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

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



OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## 2022 FORK FIRE - RFP

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 person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one-hundred thousand dollars (\$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.

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Signature of Contractor's Authorized Official

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Date

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Name and Title of Contractor's Authorized Official



#### G. PROCUREMENT OF RECOVERED MATERIAL

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:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. 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 website, (<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.

#### H. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

##### 1. Definitions

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause.

##### 2. Prohibitions



## 2022 FORK FIRE - RFP

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - b. Unless an exception in paragraph 3. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. Exceptions
- a. This clause does not prohibit contractors from providing—
    - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - b. By necessary implication and regulation, the prohibitions also do not apply to:
    - i. Covered telecommunications equipment or services that:
      - 1 Are not used as a substantial or essential component of any system; and
      - 2 Are not used as critical technology of any system.



## 2022 FORK FIRE - RFP

- i. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

#### 4. Reporting Requirement

- a. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph 4.a. of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within 10 business days of submitting the information in paragraph 4.b.i. of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

#### 5. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

#### J. ACCESS TO RECORDS

The following access to records requirements applies to this contract:

1. The Contractor agrees to provide Madera County, 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.





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

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.

### **K. 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. The contractor shall include this provision in any subcontracts.

### **L. 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.

### **M. 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.

### **N. 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.

### **O. AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1) – (5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

### **P. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the Department of Resources, Recycling, and Recovery a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract





OFFICE OF THE SHERIFF  
COUNTY OF MADERA

## **2022 FORK FIRE - RFP**

but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Department of Resources, Recycling and Recovery or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Department of Resources, Recycling, and Recovery data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Department of Resources, Recycling, and Recovery.