

Fire Hazard Fuel Reduction Program
Request for Proposals (RFP)
May 16, 2019

**CONTRACT REQUIREMENTS FOR FIRE HAZARD FUEL REDUCTION
PROPOSALS/BIDS**

The Cambria Community Services District (CCSD) is seeking proposals by Contractors for the Fire Hazard Fuel Reduction Program for 2019.

CCSD has notified approximately two thousand (~2000) parcel owners to abate their property of dried weeds, down trees or slash. Those parcels that do not comply with the requirements are placed on the CCSD's Contract list. Typically, between fifty and one hundred and fifty (50-150) parcels are placed on the CCSD's contract list.

Required Scope and Schedule of Work

The contractor selected will be required to provide weed abatement services as specified in the attached Exhibit C, entitled "***Fire Department Fire Hazard Fuel Reduction Policy 2019 – Scope of Services,***" according to a schedule described in Exhibit B, "***2019 Fire Hazard Fuel Reduction Schedule.***"

Required Cost of Proposal, Qualifications, and Agreement

Those Contractors submitting proposals must complete and submit the attached form, identified as Exhibit E, entitled "***Cambria Community Services District Fire Hazard Fuel Reduction Program – 2019, Cost Proposal Form.***" The required information is specified in the form and includes the following:

1. Types of equipment to be used and the cost of each to the property owner, including operator costs.
2. Move on Fee, as described in Exhibit E.
3. Charges, per yard, for hauling away the debris.
4. All equipment must be inspected by the Fire Department for required fire safety items and spark arrestors.
5. Pictures shall be taken by the Contractor before and after each lot is abated (as directed by the Cambria CSD Fire Department), logged with the lot abatement record and submitted to the Fire Department.

Other Requirements

A dated cover letter, signed by a person fully authorized to act on behalf of the **CONTRACTOR**, must be submitted with the proposal. The letter must indicate that the **CONTRACTOR** agrees to be bound by the proposal without modifications, unless mutually agreed by the **CONTRACTOR** and CCSD.

A statement of qualifications and a list of five (5) references must be provided, along with documentation demonstrating the **CONTRACTOR's** ability to maintain accurate records.

The selected **CONTRACTOR** will be required to sign the Fire Hazard Fuel Reduction Agreement with the CCSD and must provide proof of insurance coverage as indicated in Exhibit A, "***Legal Relations and Responsibilities to the Public,***" prior to commencing

any work for the CCSD. The Cambria Community Services District, its officers, Board Members, managers and employees must be named as co-insured or additional insured.

A “**Cash Deposit to Secure Faithful Performance**” will also be required (Exhibit D). All equipment must be inspected by the Fire Department to assure that all fire safety standards are met, including operational spark arrestors where required.

Proposal Evaluation

Proposals will be evaluated on the basis of the following criteria:

1. Stated costs to the property owner - 60%
2. Various types of equipment to be used by contractor - 10%
3. Prior demonstrated ability to maintain accurate records - 10%
4. Ability to complete the contract by September 9, 2019 and prior record of timely clearance completion - 20%

Proposal Deadline

All proposals must be delivered to the CCSD Administration Office, located at 1316 Tamsen Street, Suite 201, Cambria CA. 93428, by 12:00 PM, Thursday, June 6, 2019.

An evaluation of proposals and selection of Contractors who meet the stated requirements will occur after the proposal deadline. The selection is subject to approval by the CCSD Board of Directors at the regular meeting on Thursday, June 13, 2019.

Proposals not meeting all the required standards will not be considered!

Bid proposals must contain the following four documents or they will not be considered:

1. Copy of a Fire Wise Defensible Space Field Training certificate for field supervisor(s);
2. Completed copy of the “*Bid Proposal Form*” (Exhibit E);
3. Signed cover letter, as defined and stipulated in the ‘Other Requirements’ first paragraph of the RFP;
4. A signed statement of qualifications and list of 5 references, as stipulated in the ‘Other Requirements’ second paragraph of the RFP.

If you have any questions, please contact the CCSD Fire Department at (805) 927-6240.

**CAMBRIA COMMUNITY SERVICES DISTRICT
FIRE DEPARTMENT**

William Hollingsworth, Fire Chief

2019 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT

This Fire Hazard Fuel Reduction Program Agreement (“Agreement”) is made upon the date of execution, as set forth below, by and between, **CONTRACTOR** and the Cambria Community Services District ("**CCSD**"). The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

It is understood and agreed to:

SCHEDULE OF CHARGES

The **CCSD** will pay the **CONTRACTOR** based upon the schedule of charges per the attached *Bid Proposal Form*, attached hereto as Exhibit “E.”

DOCUMENTS INCORPORATED BY REFERENCE

Exhibits “A,” “B,” “C,” “D,” and “E,” attached hereto, are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

OBLIGATIONS OF CONTRACTOR

- A. The **CONTRACTOR** shall furnish and maintain throughout the term of this Agreement all proper insurance coverage as specified in "*Legal Relations and Responsibilities to the Public*" (Exhibit A).
- B. All work shall be completed as depicted in the “*Fire Hazard Fuel Reduction Schedule*” (Exhibit B). At all times the **CONTRACTOR’s** work shall be subject to the approval of the Fire Chief or his designee.
- C. The **CONTRACTOR** shall become familiar and shall fully comply with the **CCSD** “*Fire Hazard Fuel Reduction Policy*” (Exhibit C).
- D. Upon award of contractor, the **CONTRACTOR** shall furnish a “*Cash Deposit to Secure Faithful Performance*” (Exhibit D).
- E. The **CONTRACTOR** agrees to timely and fully perform or provide the services specified in this Agreement.
- F. The **CONTRACTOR** must submit packaged bills for lots cleared, including a cover page that lists the number of lots cleared and the total cost of the packaged bills.
- G. All parcel clearing charges must be submitted to the **Cambria CSD Fire Department** by September 9, 2019, at 4:00 P.M. Failure to deliver the parcel clearance charges to the **CCSD** by this date will result in a 10% withholding of all charges that are delivered late to the **CCSD** as liquidated damages, assessed against the **CONTRACTOR**.

MINIMUM AMOUNT OF SERVICE BY CONTRACTOR

CONTRACTOR agrees to devote the necessary hours to perform the services set forth in this Agreement in an efficient and effective manner. **CONTRACTOR** may represent, perform services for, and be employed by additional individuals or entities, at **CONTRACTOR's** sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with **CCSD** business.

GENERAL PROVISIONS

TERM: This Agreement will become effective on the date of execution set forth below and will continue until terminated as provided herein.

SERVICES TO BE PERFORMED: **CONTRACTOR** agrees to perform or provide the services specified in this Agreement.

CONTRACTOR shall determine the method, details and means of performing the above-referenced services.

CONTRACTOR may, at **CONTRACTOR's** own expense, employ such assistants as **CONTRACTOR** deems necessary to perform the services required of **CONTRACTOR** by this Agreement. **CCSD** may not control, direct or supervise **CONTRACTOR's** assistants or employees in the performance of those services.

TOOLS AND INSTRUMENTALITIES: **CONTRACTOR** shall provide all tools, equipment and instruments to perform the services required under this Agreement.

TERMINATION OF AGREEMENT

TERMINATION ON NOTICE: Notwithstanding any other provision of this Agreement, any party hereto may terminate this Agreement, at any time, without cause by giving at least **thirty (30) days'** prior written notice to the other parties to this Agreement.

TERMINATION ON OCCURRENCE OF STATED EVENTS: This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of any party;
- (2) Sale of the business of any party;
- (3) The end of the **thirty (30) day** notice period as set forth above;
- (4) The completion of the work specified under Exhibit C; or
- (5) Assignment of this Agreement by **CONTRACTOR** without the prior written consent of the **CCSD**.

TERMINATION BY ANY PARTY FOR DEFAULT OF CONTRACTOR: Should any party default in the performance of this Agreement or materially breach any of its provisions, a non-breaching party, at their option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

OPTION TO EXTEND: If **CONTRACTOR** has completed all work and obligations set forth in this Agreement satisfactorily, at the discretion of the **CCSD**, the Agreement may be extended through **September, 2020**. In that event, the **CCSD** will provide **CONTRACTOR** with an updated Exhibit B consisting of the Fire Hazard Fuel Reduction Program 2020 Schedule and all the terms governing this Agreement shall remain in effect according to the deadlines contained therein, unless sooner terminated.

MISCELLANEOUS:

REMEDIES: The remedies set forth in this Agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

NO WAIVER: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

ASSIGNMENT: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in this Agreement.

ATTORNEYS' FEES: In the event of any controversy, claim or dispute between the parties hereto, arising out of or related to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorneys' fees.

NOTICES: Except as otherwise expressly provided by law, any and all notices or other communication required or permitted by this Agreement or by law to be served on or given to any party to this agreement shall be in writing and shall be deemed duly served and given when personally delivered or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows for each respective party:

CCSD

General Manager
Cambria Community Services District
PO Box 65
Cambria CA 93428

CONTRACTOR

GOVERNING LAW: This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises. Any action arising out of or related to this Agreement shall be filed in the State court in the State of California with jurisdiction over San Luis Obispo County.

BINDING EFFECT: This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as consent by **CCSD** to any assignment of this Agreement or an interest in this Agreement.

SEVERABILITY: Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

SOLE AND ENTIRE AGREEMENT: This Agreement constitutes the sole and entire Agreement between the parties with respect to the subject matter hereof. This Agreement correctly set forth the obligations of the parties hereto to each other as of the date of this Agreement. All Agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

TIME: Time is expressly declared to be of the essence in this Agreement.

DUE AUTHORITY: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

CONSTRUCTION: The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

AMENDMENTS: Amendments to this Agreement shall be made only with the mutual written consent of all of the parties to this Agreement.

Executed on this ____ day of _____, 2019 at Cambria, California.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

CONTRACTOR

By: _____
Paavo Ogrin, Interim General
Manager

By: _____
Its: _____

Attest:

Haley Dodson, Deputy District Clerk

Approved As To Form:

Timothy J. Carmel, District Counsel

EXHIBIT "A"

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Contractor's Insurance: The **CONTRACTOR** shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the **CCSD** as to form, amount and carrier. Nor shall the **CONTRACTOR** allow any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved.

- (a) Workers Compensation Insurance: The **CONTRACTOR** shall establish and maintain, during the life of this contract, workers compensation insurance in a minimum amount of **One Million Dollars (\$1,000,000)** for all employees working under this Agreement, and in case any work is sublet, **CONTRACTOR** shall require subcontractor similarly to provide workers compensation insurance. **CONTRACTOR** shall indemnify the **CCSD** for any damage resulting to it from failure of either **CONTRACTOR** or the subcontractor to procure or maintain such insurance.
- (b) Commercial General Liability Insurance: The **CONTRACTOR** shall procure and maintain during the life of this contract, such public liability and property damage insurance as shall protect the **CCSD**, its elected and appointed boards, officers, agents and employees, **CONTRACTOR**, and any subcontractor performing work covered by this Contract from claims for damage for bodily injury including death, as well as claims for property damage which may arise from **CONTRACTOR's** or subcontractor's operations under this contract, whether such operations be by the **CONTRACTOR**, or by any subcontractor, or by anyone directly or indirectly employed by either **CONTRACTOR** or subcontractor, and in the minimum amount of **One Million Dollars (\$1,000,000)**.
- (c) Auto Liability: **CONTRACTOR** shall possess and maintain auto liability insurance (Business Auto Coverage Form) for all vehicles used in the provision of services under this Agreement. The minimum amount of auto liability insurance shall be in the amount of **One Million Dollars (\$1,000,000) per accident**.
- (d) Proof of Coverage of Insurance: Upon award of bid, **CONTRACTOR** shall furnish the **CCSD** with a Certificate of Insurance and endorsement, which shall contain the following:

"Name as Additional Insured Parties: The Cambria Community Services District, its elected and appointed boards, officers, agents and any subcontractor in the performance of work for the **CCSD**."

Thirty (30) days' prior notice shall be given to the **CCSD** of any reduction in insurance coverage or of insurance cancellation.

- (e) Hold Harmless Agreement: **CONTRACTOR** shall indemnify, defend at its cost and with counsel selected by the **CCSD**, and hold harmless the **CCSD** and its officers, officials, employees and agents from and against all losses, claims, demands,

payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the **CONTRACTOR**, his agents or employees, in the performance of the work.

EXHIBIT "B"

2019

FIRE HAZARD FUEL REDUCTION PROGRAM SCHEDULE

- 4/11/2019 Declaration of Public Nuisance
- 4/12/2019 Notices sent to parcel owners; parcel cutting starts
- 5/16/2019 Advertise FHFRP Contract
- 6/6/2019 **RFP Deadline**
To Be Submitted by 12PM, to CCSD Admin Office
- 6/13/2019 Award Contract, CCSD Board Meeting
- 7/20/2019 **Abatement Deadline**
Final Inspections
- 7/24/2019 CCSD Contract List for Abatement Completed
- 8/8/2019 CCSD Public Hearing/Contract List for Abatement
Considered by Board for Approval
- 8/9/2019 CCSD Contractor Starts Lot Clearing
- 9/9/2019 **CCSD Contractor Deadline**
Final Inspections

EXHIBIT "C"

FIRE DEPARTMENT FIRE HAZARD FUEL REDUCTION PROGRAM POLICY 2019

SCOPE OF SERVICES

All parcels that are placed on the Cambria Community Services District annual "Fire Hazard Fuel Reduction Program" shall adhere to the following criteria:

All clearance work must be completed by July 20, 2019. If the parcel does not conform to the requirements as stated in the notice sent to the property owner, **the parcel will go on the CCSD's contract list August 8, 2019.** The CCSD's Contractor will then be directed to abate the parcels on the contract list to the following standards:

- ▶ Limit leaves, needles, twigs, bark, cones, pods, and chips to three inches (3") in depth.
- ▶ Weeds and annual grasses should not exceed four inches (4") in height. Avoid exposing bare soil or creating a situation that would encourage erosion.
- ▶ Remove Scotch/Irish or other broom type plants, Pampas Grass, Jubata Grass and Crocosmia, also known as Fire Weed. Isolated specimens may be left with greater than ten feet (10') separation and all dead materials are removed.
- ▶ All down dead trees, tree rounds or limbs within thirty feet (30') of any structure must be removed. Tree stumps fallen over shall be cut and retain no more than 6 feet (6') of the log within this thirty foot (30') zone.
- ▶ All down trees twelve inches (12") in diameter or greater beyond thirty feet (30') from any structure may remain on the parcel. However, the entire trunk must be completely on the ground. Materials less than twelve inches (12") in diameter shall be cut and removed from the property.
- ▶ Remove ladder vegetation (dead wood) from under trees and shrubs, maintaining six feet (6') of vertical clearance for trees greater than twenty feet (20') in height.
- ▶ Remove combustible construction debris, trash and rubbish from property.
- ▶ Protect seedling pines, oaks and native shrubs by flagging them prior to cutting weeds.

Other Conditions

- ▶ The Contractor shall photograph each parcel with a digital camera (as directed by the CCSD Fire Department) before and after abatement. Pictures shall be taken from the same spot, incorporating the same view. The before and after pictures shall include all flagged vegetation. Pictures shall include the date and the Assessor's Parcel Number (APN) on the picture. The Contractor shall provide a digital photo file in a .jpg format which is compatible with CCSD software (CD, thumb drive, etc.), as well as hard copies of all pictures.

- ▶ All internal combustion powered equipment shall have approved and functional spark arresters on the exhaust.
- ▶ A fire extinguisher (ABC type) of at least five (5) pounds capacity shall be immediately available at the work site. A minimum of two and one half (2½) gallons of water must be available for vegetation fire extinguishment at all times by portable means. Examples are a pressurized water extinguisher, Hudson type pump sprayer or back-pump.
- ▶ All abatement work assigned to the CCSD Contractor shall begin no later than August 9, 2019 and must be completed September 9, 2019.
- ▶ All parcels shall be completely abated as prescribed to the property line, street and adjoining easements.
- ▶ ALL MATERIAL FROM ALL PARCELS SHALL BE HAULED AWAY OR APPROVAL WILL BE DENIED, however tree limbs/rounds should not be removed from the Cambria area due to Pine Pitch Canker control requirements.

DEBRIS SHALL NOT BE DUMPED ON ADJOINING OR UNCLEARED PORTIONS OF LOTS.

ANY EVIDENCE OF ILLEGAL DUMPING WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

EXHIBIT "D"

2019 ANNUAL FIRE HAZARD FUEL REDUCTION PROGRAM

CASH DEPOSIT TO SECURE FAITHFUL PERFORMANCE

This Agreement is to secure the performance of the 2019 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT ("FHFRP Agreement") between _____, ("CONTRACTOR") and the Cambria Community Services Department ("CCSD"). By this Agreement the CONTRACTOR pledges that a Cash Deposit in the amount of Five Thousand Dollars (\$5,000) ("Cash Deposit") shall be made with the CCSD and shall be held by the CCSD in trust for the purpose of guaranteeing the faithful performance by the CONTRACTOR in completing the services under the FHFRP Agreement.

The CCSD will hold said Cash Deposit, determined to be one hundred percent (100%) of the estimated cost of said services, until such time that the CCSD authorizes its release. CONTRACTOR and CCSD acknowledge that the funds will be available for immediate use and no interest will be due CONTRACTOR or owed by the CCSD on the Cash Deposit. The CCSD shall authorize the release of the Cash Deposit that is not otherwise applied or released under this Agreement to the CONTRACTOR after the acceptance of the services described in the FHFRP Agreement.

If the CONTRACTOR fails to complete the improvements pursuant to the FHFRP Agreement, then the CCSD shall submit a signed statement to the CONTRACTOR providing notice that said services have not been completed to the satisfaction of the CCSD and as required by the CONTRACTOR pursuant to the FHFRP Agreement. CONTRACTOR agrees the Cash Deposit shall be released by the CCSD to complete said services. No further notice is required by the CCSD to the CONTRACTOR for the CCSD to use the Cash Deposit to complete the services and no additional permission from the CONTRACTOR will be required for the Cash Deposit to be used for completing the services.

Upon completion of the services in accordance with the FHFRP Agreement, and the acceptance thereof by the CCSD, the Cash Deposit, minus those additional expenses described below, remaining shall be returned to the CONTRACTOR or his assignee. The CCSD shall keep records of the how Cash Deposit was spent to complete the services.

This Agreement may be modified or revoked only with the written consent of both the CONTRACTOR and the CCSD.

The CONTRACTOR acknowledges that the CCSD shall be entitled to recover its costs and reasonable expenses, including reasonable attorneys' fees, incurred in connection with the enforcement of the CONTRACTOR's agreements herein. The undersigned CONTRACTOR agrees to pay all expenses in connection herewith and that any portion of the Cash Deposit not used for completion of the services may be used to reimburse the CCSD for these costs and expenses.

The undersigned hereby agree to all of the above terms and conditions of this Agreement in regards to a Cash Deposit made for the purpose of guaranteeing faithful performance of

the services under the FHFRP Agreement.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

CONTRACTOR

By: _____
Paavo Ogren, Interim General
Manager

By: _____
Its: _____

EXHIBIT "E"

**CAMBRIA COMMUNITY SERVICES DISTRICT
FIRE HAZARD FUEL REDUCTION PROGRAM - 2019
BID PROPOSAL FORM**

SCHEDULE OF PROPOSED CHARGES:

The bidder shall set forth for each item of work, in clearly legible figures, a unit price for the item in the respective spaces provided for this purpose.

A. Maximum charge for moving equipment onto a lot: \$ _____

B. Type of equipment and cost per hour, including operator:

1. Tractor with mower \$ _____

2. High wheel mower \$ _____

3. Weed-eater \$ _____

4. Chainsaw \$ _____

5. Other equipment (list with charges): _____

6. Dump and haul fee (charge by cubic yard) \$ _____

C. Laborer charge (per person/per hour) \$ _____

D. Pictures – before and after \$ _____

I, the undersigned, declare that I am authorized to submit a proposal on behalf of the stated business, have carefully examined Exhibits "A," "B," and "C," and hereby propose to do all the work necessary to complete the project in accordance with the provisions, policies and regulations stated in the attached Fire Hazard Fuel Reduction Agreement:

NAME OF PROPOSER: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

TITLE: _____

DATE: _____