

**Fountaingrove II Open Space Maintenance Association
RFP for Daybreak to Chanate Fuel Reduction Project on Hill Below and Along Parkway
Solicited November 6, 2010 and Converted to a Contract December 9, 2010**

Project Area: FGII Open Space Management Association (“OSMA”) Common Open Space Parcel A (Assessor’s Parcel Numbers 173-400-018 and 173-400-024). “Bidder” or “Vendor” will provide work under this RFP “Project” for OSMA along the hillside below the Fountaingrove Parkway “Parkway” from the corner of Daybreak Court towards Chanate, where a recent fuel reduction project was completed behind 4241 Chanate. The length of this Project is estimated to extend approximately 950’ along the Parkway. (See map provided for approximate location of the Project).

Part A of RFP: Area where “Bidder or “Vendor” will provide work for OSMA

The fuel reduction project described herein shall be performed along the Parkway on the hillside where the Chaparral commences at the top of the hill and will extend from the corner of Daybreak Court and the Parkway: (1) south about 740’ behind a barked landscaped to a point across from Kendell Hill, and (2) then south another approximate 210’ behind a partially landscaped area where the Project terminates at a flagged area behind 4241 Chanate.

The length and depth of fuel reduction work is estimated to be as follows, when measuring south from Daybreak along the Parkway towards Chanate.

<u>Length</u>	<u>Depth</u>
First 360’	15’, except the corner at Daybreak will include a triangle measuring 100’ from both Daybreak and Parkway
Next 60’	35’
Next 530’	45’
Total 950’	Note: The 950’ length is an estimate. Vendor must clear south along the Parkway from Daybreak to an area which is flagged with blue surveyor tape behind 4241 Chanate. Vendors will also fuel reduce to the drip line of any tree located within the variable depths of 15’ to 45’ noted above.

The Project has an objective of removing old and dead Chaparral such as Coyote Brush, plus all invasives such as Broom and Acacia. Some of the plants are growing from rock fill that was used to stabilize the hillside and support the Parkway. In this area, it is estimated that most of the vegetation will be removed because it is old pyrophytic Chaparral, and was not part of the engineering plan to stabilize the hillside. Because of the extent of mature pyrophytic fuels, it is estimated that the fuel load will be reduced by more than 50% of its present state. It is acceptable to leave some native plants existing after the work is completed, and an OSMA Representative will provide direction on what shrubs or trees will remain in place. An objective of the project is to reduce the likelihood of a fire moving up or down the slope to spread to adjacent property.

There is a priority for maintaining native plants that are healthy. This practice includes most chaparral species, including coyote brush and scrub oak, unless the plants have become fire threats because of their mature pyrophytic stage. In general most chaparral can be kept in open areas where they are not ladder fuels, except Chamise is being discouraged to remain in place because of its pyrophytic issues.

Work to be done will include the removal of: (1) dead vegetation, (2) invasive plants (including poison oak), and excessive vegetation existing from trees and chaparral/native plants. Dead trees up to 6” in diameter will be removed, and live trees will be limbed up to 10’ from the ground, size permitting. The area to be treated for fuel reduction has been estimated at approximately 35,000 square feet, but Bidder (Vendor) is responsible for determining the final measurements of the Project.

All pruning will be done by hand (non-powered) tools, except for the use of chain saws on trees. Power mowers or steel blades will not be used, since OSMA wants to protect: (1) endangered plants, (2) native plants for screening, (3) habitat for animals and birds, (4) the area as an attractive setting, and (5) against a spark hitting one of the many rocks in the area that could start a fire. In some areas the brush is thick, and the slope may be in excess of 45% in places.

OSMA amended its Design Program for Open Space Maintenance (Attachment E) with a Use Permit (Attachment F) that was approved by the City of Santa Rosa on April 15, 2010. These documents, herein incorporated by reference, require OSMA to submit a public Annual Report to the City of Santa Rosa by the 1st of each February. These documents require OSMA to consider the impact of erosion, time of year, weather and soil conditions when doing its maintenance on Open Space. In certain instances, the documents require written certification that the Association and its advisors have studied the impact of erosion prior to completing the work.

Vendor Initial _____

Part A of RFP: Area where “Bidder or “Vendor” will provide work for OSMA (continued)

All cuttings and debris must be manually moved to sites where it can be chipped and trucked off-site. All cuts of plants shall be flat and no higher than ½’ above ground. This is done for safety reasons for persons hiking the area or maintaining it for future treatments of regrowth.

All manmade debris shall also be removed from the area.

Work shall be performed as described in **Parts A – I** herein, and **Attachments A - J** which are herein incorporated by reference.

Part B of RFP: Not applicable to this Project.

Part C of RFP Project: Use of Equipment and Miscellaneous Procedures

1. This Project may be awarded to a new Bidder, or as a Change Order to any existing Contract between OSMA and an existing Vendor. If awarded as a Change Order, all terms and conditions of such existing Contract will be applicable to this Project/RFP. If there is a conflict in the descriptions of such Contract between OSMA and Vendor and this Change Order, the terms of this Change Order shall have precedence. If Bidder has no existing Contract with OSMA, this RFP shall be the entire agreement with the Bidder to manage the Project(s) included within this RFP.

2. This RFP assumes no vehicles will work in Open Space and that vehicular traffic will remain on paved roads or streets. Refer to Attachment D - Illustration E: Use of Equipment and Miscellaneous Procedures Governing OSMA Vendors for additional terms and procedures. **See Part E of RFP below, if Vendor wants to make an alternate proposal with a written plan how equipment will be used on Open Space.**

3. Vendor will cease work if directed to do so by OSMA. Vendor is encouraged to notify OSMA, if it has determined the weather has caused the soil to be too soft for foot traffic, or that dragging of cut material would cause damage to any part of Open Space. Vendor will be responsible for any accidental or negligent damage to Open Space that was due to their actions.

4. Before work commences, Vendor will provide proof of insurance for Workman Compensation and name Fountaingrove II Open Space Management Association (OSMA) and Focus Real Estate and Investments (Management Company for OSMA) as additional insured under its liability insurance policy which will have a minimum of \$2,000,000 of coverage per occurrence.

5. Vendor herein certifies that it is properly licensed and insured to perform the work specified in this RFP.

6. Vendor will not engage the work of any subcontractors without the approval of the Board of Directors of OSMA, or its designated agent or representative.

7. Vendor represents the information it submits on the attached Response Form to this RFP, herein incorporated by reference as Attachment A, is correct and current.

Part D: Fuel Reduction Specifications applicable to all OSMA projects include the following:

1. Trees:

a. **Live Trees** will be limbed up to 10’, size permitting. All dead limbs will be removed up to 10’ on all trees, regardless of size. See Attachment D - Illustration A for Pruning Guidelines for removal of live branches from trees, and Attachment D - Illustration B for Care to be taken with pruning equipment.

b. **Dead branches** above 10’ will be removed from selected live trees as communicated to Vendor. (Vendor will be informed of these trees by a “walk through” meeting or by other means or markings).

c. **Dead Trees that have fallen and not standing on their own and material such as limbs, brush, and previously cut logs or “rounds”** will be removed from the area and taken off-site for disposal by the Vendor.

2. Native Plants: FGII has numerous Native Plants that were expected to be grown in landscaped areas, or which must be used if plantings are done in Open Space areas under the FGII Guidelines or Ordinances of the City of Santa Rosa. The City’s listing of Native Plants is incorporated by reference as Attachment B. Preservation of Native Plants will be considered as part of the Fuel Reduction efforts within FGII.

Vendor Initial _____

Part D: Fuel Reduction Specifications applicable to all OSMA projects (continued):

See Attachment D - Illustration B for Pruning Guidelines for Native Plants and Care to be taken with pruning equipment, and Attachment D - Illustration C for priorities to place in selection of the plants to maintain, These Guidelines should be followed where it is necessary to remove a Native Plant where they are overlapping or too crowded. Of course if one Native Plant is struggling and unhealthy, this would be considered in the pruning selection process.

3. Invasive Plants: Cut to ground level invasive plants such as Broom, Poison Oak, Pampas Grass or Acacia. All such material will be taken off-site for disposal. See Attachment C for a listing of other Invasive Plants per the City's Design Guidelines for FGII. Chemicals will not be used to eliminate invasive plants without OSMA written approval, so that OSMA can review the procedures that will be followed in the application of the chemicals and ensure all Vendors are properly licensed, and that water channels are not contaminated. If Vendor is authorized to use chemical spray, they will use a dye in the spray, so the application of their work can be checked to ensure it was not randomly applied to native plants and grasses, or the spraying was conducted on windy days that would cause overspray.

4. Disposal of Plant Material: Remove all prunings from plant material and dispose of off-site. This will include all branches over 3/4" diameter and 2" in length on the project site, whether from current pruning or existing before the work commenced.

5. Chipping Procedure: When using a Chipper in FGII, the neck of the Chipper shall fit into an enclosed truck to eliminate debris/plant material from spraying on OSMA or Homeowners property. This procedure will also control the spraying of seeds or plant material of invasive species. Chipped material will be removed from all streets or sidewalks at the completion of each day a chipper is used, and the area where chipping is done will be left neat and clean.

6. Weed Whacking (applicable to Part A of this RFP): Weeds will be whacked to a height of no more that 2 inches and left to decompose. Dense clumps of Harding Grass will be cut to ground level, but equipment usage in doing this will consider the available fuel and time of year.

7. Debris Removal: Remove and dispose off-site all man-made litter and trash whether it is wood, paper, plastic, concrete, rubber, metal, etc.

8. Douglas fir Strategy for FGII Project: OSMA's Retention and Removal strategy for Douglas firs is attached as Attachment D – Illustration D. Unless OSMA provides specific instructions to the contrary, the Vendor will remove Douglas firs 6" and less in diameter as part of this RFP.

9. Treatment of Coyote Brush: See Attachment D – Illustration B2 for how Coyote Brush treatment varies with the fuel load existing in the area being fuel reduced.

10. Stumps: Protruding stumps shall be cut to ground level. Material from any existing stumps will be removed offsite, unless the stump is too large for disposal without use of vehicular equipment.

11. Root Balls: Root balls will be shaved by chain saws or other tools to reduce as much wood as possible. Remaining debris after such work will be either: (1) left in place, or (2) moved to another agreed upon designated area. Location for movement will depend upon the nature of the remaining root ball and the ability to move the debris in an economical and feasible manner, depending upon access and terrain.

Part E: Possible Approach to Project

Debris generated from the work will probably have to be taken offsite where access is available by paved roads on Daybreak Court and the Fountaingrove Parkway.

Debris generated for chipping can be stockpiled for up to one week along the access points, as long as it does not interfere with traffic, or prevent use of the sidewalks or streets. Nor will piled material be stored on landscape plants, or any native plants onsite which OSMA wants to retain after completion of the Project. Vendor will be responsible to take the appropriate safety measures with coning the work area, erecting proper signs, and alerting the passersby that work is being done in the area. Equipment will not be allowed on Open Space without OSMA permission.

There is no road or trail leading to this worksite. From Daybreak Court to across from Kendell Hill, the Project Area is behind an irrigated landscape area. From Across Kendell Hill to the termination of the project behind 4241 Chanate, the hillside is steep and vehicle access appears unlikely, especially during the rainy season when the work must be conducted.

Vendor Initial _____

Part E: Possible Approach to Project (continued)

Because of weather, steepness of the terrain, and extent of landscape area, Vendor should assume mechanical equipment will not be used on this project for their primary bid proposal.

If Vendor believes part of the project can be worked with equipment, Vendor must submit a written plan how such equipment will be used. Such plan will stipulate what precautions will be taken to preclude damage to the soil with ruts that could create erosion, and what damage would happen to any plants or irrigation located in the area. The plans should also estimate the damage done to any existing plantings or irrigation on Open Space, and Vendor's willingness to compensate OSMA for actual damages if Vendor's alternate bid is accepted with the approval of equipment usage on Open Space.

If vehicles or equipment cross over to the sidewalk, it should be done in areas where there are Service Turnouts along the Parkway. If these turnouts are used, Vendor's plan should include the use of thick plywood or steel plates where: (1) vehicles are being requested for use on City paved areas or Open Space property, or (2) Vendor wants to use a pulley or winch arrangement to drag material over any part of Open Space. If Vendor does not provide a written plan how equipment will be used on Open Space as part of their RFP Response Form herein incorporated as Attachment A, it will be assumed the Vendor will haul material to be chipped or removed offsite from the Open Space to the paved streets where it will be processed.

There are no assurances vehicular access will be granted during the winter season and the fact that a large part of the area between the Parkway and the Project area has become an irrigated landscape area. Vendor should consider making two bids for this RFP. One assuming it will hand carry all wood, prunings and debris to paved streets with no equipment access to the Open Space. The second bid could be an alternate proposal using equipment on suggested parts of the Open Space. OSMA has final authority to determine if vehicles or equipment will be used on Open Space.

Part F of RFP: Cost of Project

Total not to exceed cost of the project is \$00,000.00 with the terms that no equipment will be used on Open Space. Such fees will be paid Net 30 after the review and acceptance of the work by the OSMA Board or its delegated authority for such purpose. Such OSMA project review shall occur no later than 10 days from date Vendor has notified OSMA in writing of the Project Completion, or 30 days from such later date if there is work for Vendor to finish to comply with the specifications of this Project.

Part G of RFP: Project Completion Date

Project is targeted to commence no later than December 27, 2010, and the project must be completed by December 30, 2010. If any delay caused by weather, or other uncontrollable matters, extends beyond 60 days, partial payment of a portion of the cost of the project can be paid, if both parties can agree to an acceptable amount. Weather permitting; the project will be worked continuously from the start to its completion date. OSMA reserves the right to halt work if it deems that work on the project will damage the Open Space.

Part H of RFP: Attachments Incorporated by Reference

Attachment A: Vendor Response Form

Attachment B: Native Plants

Attachment C: Invasive Plants

Attachment D: Guidelines and Illustrations Referenced in the RFP

Attachment E: OSMA amended Design Program for Open Space Maintenance dated April 15, 2010

Attachment F: OSMA Use Permit to manage Open Space dated April 15, 2010

Part I of Daybreak to Chanate RFP Project: Conversion of RFP to a Contract with Vendor Name, Inc.

Both parties acknowledge and agree that the above RFP and referenced Attachments are herein converted to a Contract between the Fountaingrove II Open Space Maintenance Association "OSMA" and **Vendor Full Name**. "**Vendor abbreviation**" as of December 9, 2010. They further agree that OSMA is awarding this Contract to **Vendor** from the representations supplied on its Vendor Response Form incorporated herein by referenced as Attachment A and the documentation **Vendor** has supplied regarding its licensing and insurance, including the following additional Attachments to those listed in Part H above:

Attachment G: **Vendor's** Certificate of insurance naming OSMA and Focus Real Estate as additional insured under its policy for liability insurance with regards to work on this Project for policy year (**insert beginning and end dates**) (Renewals to be sent to OSMA)

Attachment H: **Vendor's** Certificate of proof of Workman's Compensation Insurance from _____

Attachment I: **Vendor's** 2010 Santa Rosa Business Tax Certificate

Attachment J: **Vendor's** California D-49 Tree License # valid until _____

Vendor Initial _____

Part I of Daybreak to Chanate RFP Project: Conversion of RFP to a Contract with Vendor Name Inc. (continued)

Vendor herein acknowledges the following addition provisions are being added or clarified when converting the RFP to a Contract with OSMA:

1. **Alternate Bid Option: Vendor** did not submit a bid for using equipment on Open Space when working the Project.
2. **Daily Meetings during the Project:** Vendor will keep an OSMA Representative informed of their work schedule during the Project, and will meet each morning to review the status of the Project with an OSMA Representative. This meeting can be onsite, or by phone; at the election of OSMA.
3. **Precautions will be taken by Vendor to preclude damage to:** (1) native plants or trees that exist in the Project area which OSMA wants to maintain, (2) the soil by creating ruts or erosion issues from either equipment or dragging of material across the ground, (3) varying the foot paths when doing the work, so that the earth will not be excessively compacted, or beaten down with a highly visible path, and (4) irrigation and plants in landscaped areas of the Project.
4. **Vendor will transport all material off Open Space:** to the paved streets for processing, without using equipment on Open Space. Vendor will compensate OSMA for any actual damages to Open Space for its failure to take the necessary precautions, whether the damage is by equipment or improper or imprudent acts of its employees or agents. Cut material will not be piled or stored on landscape plants, or any native plants onsite which OSMA wants to retain after completion of the Project. It is assumed the Vendor will hand carry all material offsite, or use cranes or vehicles with booms to remove the cut trees and brush for processing on the paved roads adjacent to the Project site.
5. **Appropriate Safety Measures will be taken by Vendor:** by coning the work area, erecting proper signs, and alerting the passersby that work is being done in the area. Equipment will not be allowed on Open Space without OSMA permission.
6. **Vehicle Usage on the Fountaingrove Parkway:** will be restricted to the Maintenance Turnout Points, which are paved area set aside for vehicles to park when doing maintenance along the Parkway. Vendor will take necessary precautions to avoid damaging the sidewalks or burms of the roadway when entering or exiting from these Turnouts. Vendor will be responsible for the repair of any damages to sidewalks, burms or roads caused by its equipment. Vendor should consider using steel plates, sturdy wooden plywood sheets, or other appropriate material, to protect paved areas from damage by their equipment, and using a 4" X 4" wood beam or similar device to cross from the roadway over the burms. To prevent damage to City property, Vendor's vehicles or heavy equipment will not cross over City landscaped areas that exist in the planting strips between the roadway burm of the Parkway and the sidewalk.
7. **Private Property Access:** Vendor or its employees or agents will not trespass on private property without permission from the owners.
8. **Staging Area for Chipping Offered by OSMA: Vendor** can use the barked area behind a fire gate that is located near a water tower in FB3 that is north of Daybreak and which has an entry off the Parkway. If the ground becomes soft from the rains, and **Vendor** elects to utilize this area, **Vendor** will prevent damage (ruts) in the area by using plywood or some other material to mitigate damage to the earth.

Acknowledgement and Acceptance of Contract

The following authorized parties herein acknowledge they accept the above contract terms, and those incorporated by reference on the Attachments. **Vendor Name** acknowledges the Attachments referenced in Part H above, were provided with the solicitation of the RFP for the Project dated November 6, 2010, and that Attachments B, C, E and F were: (1) received again by them by electronic transmission on December 7, 2010, and (2) **Vendor Name** is aware that copies of these same Attachments are available for reference on OSMA's website at FountaingroveII.com. OSMA herein confirms it has been provided Vendor's proof of licensing and insurance incorporated as Attachments G, H, I & J, and Vendor confirms it has requested its insurance broker to issue a renewed Certificate of Insurance to OSMA (named as Additional Insured) for the liability coverage incorporated as Attachment G that expires on (insert date).

Vendor Name, Inc.

FGII Open Space Management Association (OSMA)

Signature
Name, Title

Signature
Name, Title

Date: December 9, 2010

Date: December 9, 2010