

Open Space Maintenance Association
Request for Proposal – Firebreak 14 Fuel Reduction and Miscellaneous Work Described Herein
RFP of November 4, 2010 Converted to an Agreement November 19, 2010

Project Area: FGII Open Space Management Association (“OSMA”) Common Open Space Parcel K (Assessor’s Parcel Number 173-430-070) in an area named Firebreak 14. “Bidder” or “Vendor” will provide work under this RFP for OSMA in the center of this Parcel which has not been treated for fuel reduction. The work will be conducted between previously cleared firebreaks located: (1) behind homes of the cul-de-sacs of the Courts of Giorno, Palazzo, Bellagio, Incantare and Orbetello, (2) Along Parker Hill Road and (3) Behind homes and a small portion of landscaped area alongside Crown Hill Drive. (See map provided for approximate location of the Project). OSMA sent a notice to all Fountaingrove II residents on November 19, 2010 of the work that will be done for this Project.

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

The fuel reduction project described below shall be performed in the center portion of the above parcel, and is sandwiched between previously created firebreaks. The project has an objective of reducing the fuel load by 50%, and to leave native plants existing after the work is completed. An objective of the target will be to create a shaded fuel break to minimize future maintenance, leave less room for invasives, and provide an area that will be suitable habitat for animals. Although the target for fuel reduction is 50%, the initial clearing could exceed this amount where brush is thick and has excessive dead wood. There is a priority for maintaining native plants, and it includes most chaparral species, including coyote brush and scrub oak. In general most chaparral can be kept in open areas where they are not ladder fuels, except Chamise is not being encouraged to remain 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 5 acres, 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 between houses, (3) habitat for animals and birds, and (4) leave the area as an attractive setting. In some areas the brush is thick, and the slope may be in excess of 35% 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.

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 - G which are herein incorporated by reference.

Part B of RFP: Area where “Bidder” or “Vendor” will provide additional work for OSMA – Same location as above, but in the existing Firebreaks surrounding the Project described in Part A.

The existing Firebreaks of FB14 will be reviewed to reduce safety issues such as removing protruding dead stems that were not cut flush to the ground when the firebreaks were originally created. These dead stems will be cut back with no angle to a height of no more than ½” above ground. As noted above, this action is being taken for safety reasons to prevent injury by: (1) residents hiking in Open Space, (2) Service Providers doing annual maintenance work, or (3) OSMA Board and Volunteers who check the work of the Service Providers.

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Dead trees, or limbs, less than 9" diameter will be removed and branches over ¾" diameter and 2' in length will be removed to make the area safer for annual weed abatement. All manmade debris will also be removed. The work in this Part B of the RFP is to make the previously cleared Firebreaks have a cohesive park-like setting like the work being done in Part A of this RFP.

Douglas fir seedlings, saplings and trees up to 6" diameter will be removed, except for those marked for retention by OSMA.

Work shall be performed as described in Parts A – I herein and Attachments A – G incorporated by reference.

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 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.

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.

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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 ¾" 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 than 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 in both Parts A and B 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 in both Part A and Part B of this RFP. 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 Parker Hill Road or Crown Hill Drive, or perhaps the short paved area accessible from Incantare Court. From these points the material will be chipped and removed offsite. 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. The north-west portion of the Firebreak along Parker Hill Road, and which is across from the undeveloped City Park, is in the process of being landscaped. Thus this area cannot be used by the Vendor as an access point for entry or storage of material to be chipped. 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 a partial dirt trail/road that exists across from 3819 Parker Hill Road. This trail has been blocked off with boulders at a point 45' from Parker Hill Road to stop off-road vehicle access to the trail. This first 45' is relatively level, before it starts a gradual slope of 50' to the first water bar that has installed to reduce erosion on the dirt trail that dead ends about 300' from this point (total trail length is about 400'). After the first 95' from Parker Hill Road, the dirt trail downslope is at a greater angle and the soil becomes more unstable. Because of weather, steepness of the trail, and prior damage done to the trail, the Vendor should assume mechanical equipment will not be used on the trail beyond 95' from the street.

If Vendor believes part, or all, of the first 95' of the dirt trail can be used without damaging it, Vendor must submit a written plan how such equipment will be used, and what precautions will be taken to preclude damage to the soil with ruts that could create erosion. Vendor's plan could include the use of thick plywood or steel plates where: (1) vehicles are being requested for use on Open Space, or (2) Vendor wants to use a pulley or winch arrangement to drag material over the trail or other parts of Open Space.

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Part E: Possible Approach to Project (continued):

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 access to this dirt road/trail will be granted during the winter season due to previous damage to it, and the fact OSMA has made attempts to repair it with water bars. **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 the road/trail described above. OSMA has final authority to determine if vehicles or equipment will be used on Open Space.**

Part F: Vendor Selection and Submission of Alternate Plan using Zip Lines on Open Space:

VENDOR NAME (VENDOR Abbreviation) was selected by the OSMA Board to perform the work outlined in this RFP and its Attachments. **Vendor** submitted a plan to utilize Zip Lines to transport prunings and debris above the ground of Open Space to process on the streets bordering the Project site. **Vendor's** Plan labeled "Bid 2 Proposal Explanation of Plan" is hereby incorporated herein as Attachment G. It consists of a one page write-up that outlines how the Open Space soil and plants will be protected from damage and two drawings the show the construction and location of the Zip Lines. Based upon **Vendor's** assurances, the OSMA Board has approved the use of Zip Lines for use on the Project site.

Daily meetings will be conducted between Vendor's On-Site Supervisor and an authorized OSMA representative. These meetings can be conducted onsite, or by telephone, as determined by OSMA. The purpose is to review the ongoing approach to the Fuel Reduction Project, and resolve any issues that may arise as to performance against the specifications of the RFP.

Part G: Cost of Project

Total not to exceed cost of the project is \$00,000.00 for Part A and \$0,000.00 for Part B, or a total of \$00,00.00 for both Projects. 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 H of RFP: Project Completion Date

Project is targeted to commence by November 22, 2010 and 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 I 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

Attachment G: Vendor Plan for an Alternate Bid that utilizes Zip Lines on Open Space

The above terms are accepted by the following authorized parties.

VENDOR NAME

FGII Open Space Management Association (OSMA)

Signature

Name, Title

Date: November 19, 2010

Signature

Name, Title

Date: November 19, 2010
