

Proposal Specifications Fuel Modification

**Puente Hills Habitat
Preservation Authority
(Habitat Authority)**

**Fuel Modification in
Whittier/Hacienda Heights
Puente Hills Preserve**

**Mechanical -only
2022**

Habitat Authority

NOTICE OF INVITING PROPOSALS FOR

Fuel Modification Whittier /Hacienda Heights Puente Hills Preserve Mechanical

- March 28: A job walk is required, and will be provided on **Monday, March 28** at **9 a.m.** Meet at Habitat Authority office 7333 Greenleaf Ave, Whittier, CA 90602. RSVP to mmiller@HabitatAuthority.org
- March 30: Questions can be answered about the specifications and project by submitting them in writing by **Wednesday, March 30 at 4 p.m.** to agullo@HabitatAuthority.org. Or calling 562-945-9003.
- April 6: Each proposal must be submitted on or before 11:00 a.m. on **Wednesday, April 6, 2022**, and will be opened shortly thereafter. Proposals must be submitted via email to agullo@habitatauthority.org and mmariscal@habitatauthority.org. These proposals may or may not need to be reviewed by the Habitat Authority Board for award of a contract or rejection of the proposals as they may deem wise in its discretion.

Dated: This 14th day of March 2022.

**SPECIFICATIONS FOR
FUEL MODIFICATION
Puente Hills Preserve- Whittier/Hacienda Heights**

REQUIREMENT: Fuel Modification Program –Mechanical Work

This is fire prevention program which clears and modifies fuel (vegetation). The area of work contains sensitive natural resources and the Contractor is expected to address the scope of work with discernment for the native habitat. Contractor shall be expected to avoid clearing native vegetation as much possible. Also, Contractor shall be sensitive to the possible fire hazard risk associated with operating machinery in open space areas.

The clearance shall include, but not be restricted to weeds, vines, shrubs or brush which bear seeds of a wingy or downy nature; or which attain such a large growth as to become a fire menace when dry; or which contain poisonous oils; or which are otherwise noxious or dangerous or harmful to the public health, safety, and welfare. Work to be completed will be identified by exhibits.

Contractor shall coordinate all work with Habitat Authority or its designated representative.

The contract will be valid for one year, renewable on a yearly basis for potentially up to five consecutive years total (dependent on final determination by Habitat Authority). The work includes clearing at least once a year, plus any necessary follow-up clearings to meet Habitat Authority satisfaction.

Work must be started in the last week of April or first week of May and completed within 14 calendar days, or as may be extended by Habitat Authority if requested by contractor due to unavoidable issues. Work shall be performed on a continuous basis on all parcels specified. Work shall be finished preferably by the 2nd or 3rd week in May unless otherwise instructed by the Habitat Authority or their representative. If work is not completed by that time, the work may be given to a different contractor.

DEFINITIONS

Whenever the following terms are used in these specifications, they shall be understood to mean and refer to the following:

Contractor – Shall be referred to hereafter as the person or persons, company, firm or corporation who has been awarded a fuel modification contract from the Habitat Authority.

SCOPE OF WORK

1. Attached are maps of (lettered) areas to be cleared consistent with Los Angeles County regulations. The areas to be mechanically disked are indicated as such on the maps. This contract is expected to be all disked. (Once disking is completed a separate contractor will hand clear the surrounding edges and trim along property lines consistent with County standards.)
2. All work shall be done in a prescribed manner as determined by the Habitat Authority Executive Director or her current designee, i.e. Deputy Chief Ranger Kenn Hughes.
3. Areas to disk are indicated on the maps in orange/yellow color and blue. Coordination with Deputy Chief Ranger Hughes is needed for access to all properties, and in conducting the work especially for Maps C & M. Coordination with Deputy Chief Ranger Hughes and the Ecologist is needed for work at maps A & M. Refer to maps for more details.
4. The Contractor shall at all times have one (1) person whom shall be responsible for the conduct and supervision of the contract.
5. Contractor shall at all times furnish adequate the equipment and personnel needed to complete the required work in the most efficient manner and to meet deadline.
6. The contractor shall obey all State and Federal laws and codes, all local ordinances and regulation and any other laws, codes, ordinances and regulations that may apply. It is the responsibility of the contractor to keep informed of these laws, codes, ordinances and regulations and to keep informed of any changes to them.
7. The Habitat Authority reserves the right to increase or decrease the amount of any item or portion of the work to be consistent with County standards. Furthermore, the Habitat Authority will have the right to require the Contractor to make subsequent changes in the work schedule should changes in the weather or natural conditions require an increase or decrease in the frequency of the fuel modification work.
 - (i) Work shall not occur on Red Flag (high fire hazards) days.
 - (ii) Work shall begin each work day in the morning when the winds are low. Work shall not occur in windy conditions (winds at or about 15 mph) for Exhibits F & G.

8. All clearing should be consistent with LA County regulations and must be approved by the Habitat Authority designee prior to invoice payment.
9. Contractor is expected to work steadily once work has started in order to complete work assigned in a timely manner.
10. Should the Habitat Authority receive a notice or request from the County of Los Angeles to address an area(s) that needs to be cleared or cleared again, the Contractor has 10 calendar days once notified by Habitat Authority representative to take corrective action or jeopardize having that area eliminated from the contract for that season or having the contract terminated.

11. EQUIPMENT

All vehicular equipment driven on in the Preserve must be equipped at all times with fire safety equipment.

- (a) All tractors and power equipment with internal combustion engines must be equipped with a United States Forest Service approved type spark arrester.
- (b) A **fire extinguisher** shall be required on each tractor. It must be Underwriters Laboratory approved, 20-pound, dry chemical, all purpose ABC type to be mounted on each tractor, **ready and available for use at all times**. Fire extinguishers shall display current inspection tag throughout the term of the contract.

All equipment shall be available for inspection by the Habitat Authority prior to the awarding of contracts. All tractors, transports, trucks and required attachments (discs, buckets, etc.) must be reliable and well-maintained. Unsatisfactory equipment will be rejected.

All trucks and trailers used for transportation of equipment must comply with Department of Transportation and State Public Utilities Commission Regulations.

The Contractor shall have the necessary tools, repair parts and equipment to make minor repairs in the field. Contractor shall provide at the job site the necessary tools, spare parts and equipment to allow the operator to make minor repairs and to keep contracted equipment operating and serviceable throughout the day. Contractors shall perform routine maintenance, and make repairs to equipment on his or her own time at Contractor's expense.

During equipment breakdown periods, the Contractor may substitute comparable equipment upon approval of Habitat Authority representative, Deputy Chief Ranger Kenn Hughes.

12. All vehicular equipment will be driven by a competent and licensed operator that speaks English.

Personnel

Equipment and Transport Operators

The Contractor shall furnish a qualified, competent and cooperative operator for each item of equipment. Either the operator(s), or someone else who will accompany the equipment throughout the work day, shall possess the ability to efficiently and safely unload and load the equipment from the transport. If an operator is determined to be unqualified or uncooperative, Deputy Chief Ranger Kenn Hughes may halt the operation until a satisfactory replacement is furnished. Failure to provide a qualified and cooperative operator within a reasonable time, as determined by the Habitat Authority, may result in termination of the contract by default, or substitution of another contractor. Truck and trailer operator must possess a Class A license which shall be produced and exhibited upon request.

Operator Minimum Experience

For equipment that is compensated hourly (tractors, dump trucks, transports, attachments), operators shall have the following minimum experience using the type of equipment they are operating:

- Disking:
 - Hill areas: four (4) years
 - Flat areas: two (2) years

Operator Experience

- Consistent with Los Angeles County requirements, Steep hillsides and some challenging unloads require operators with a minimum of four (4) years of experience.

13. Equipment specifications:

Discs for tracklayer/crawler tractors shall be hydraulically controlled and of an offset ("scissor") type to permit efficient turning either right or left, with not less than 26-inch diameter cutting-type blades. Acceptable discs for rubber tire/wheeled tractors shall be wheeled with foam-filled tires (for flat areas only). Discs must be capable of efficiently turning weeds and small brush into the soil. Discs shall be not less than 7 feet 6 inches wide and weigh at least 4,000 lbs. If requested, there must be documentation of the weight of the disc either by certificate of weight from a public scale or other acceptable written documentation.

Tractor Number and Type

Required -Caterpillar D4E, steel track crawler (tracklayer) tractors, or equivalent, each with a minimum of 75 hp, a direct drive transmission, track gauge of 70 inches, a width over tracks of 95 inches, 24-inch pads (shoe size), and 2 inch grousers.

Truck and trailer for the tractor and disc shall be provided by the Contractor. Truck, trailer and operator shall meet all applicable Department of Transportation (DOT) specifications or requirements. The truck shall have sufficient horsepower to negotiate grades encountered during the transportation of the tractor and disc and during the scope of work. The trailer shall be of a size and tilt type to allow for loading and unloading on limited-access work sites. Exceptions are subject to the approval of the Habitat Authority.

14. Worksite Safety

Safety Equipment

Contractor shall provide and assure the use of appropriate safety equipment as required by Cal/OSHA for all work (i.e., hearing protection, helmets, boots, gloves, goggles, chaps, and shin guards). Any and all safety features such as guards, shields, safety stickers/decals, etc., which were originally supplied or recommended by the equipment or vehicle manufacturer shall remain in place and operational.

Safe Work Practices

Contractors shall comply with all applicable CAL/OSHA rules related to safe work practices

Heat Illness Prevention Program

Contractors shall comply with the CAL/OSHA Heat Illness Prevention Program

Traffic Safety Program (Area Contracts)

Contractors are responsible for any required Temporary Traffic Control (TTC). The TTC shall conform to the most current California Manual on Uniform Traffic Control Devices (MUTCD) and shall be implemented under any of the following situations:

- Work on a road shoulder within 15 feet of the Traveled Way unless a K-Rail separates all personnel, work vehicles, and equipment from the

Traveled Way (except city streets where vehicle parking is expected)

- Lane encroachment
- Lane closure
- Short duration street closure/blockage
- Any other situation where employees may be exposed to vehicular traffic, traffic-related flying debris, or an errant vehicle.

15. Equipment Fueling

Appropriate equipment fueling and fuel handling procedures shall be observed at all times which include, but are not limited to:

- ✓ Fueling and servicing of equipment shall be performed outside regular working hours unless otherwise authorized by Deputy Chief Ranger Kenn Hughes.
- ✓ Fueling equipment only in conditions not conducive to fire hazards;
- ✓ Starting equipment at least 10 feet away from the fueling area; and
- ✓ Not using engine fuel (gasoline) as a cleaning solvent

16. Care of Property/Property Damage/Property Erosion

Care of Property

The Contractor shall take reasonable precautions to not disturb temporary and/or permanent property (i.e., survey stakes, signs, sign posts, gates, and fencing) while performing the clearance activities. Care shall be taken to avoid damage to public and private roadways, driveways, sidewalks, and curbing. Fences, gates, etc., temporarily removed by the Contractor to gain access to a property shall be returned to the same condition as originally found.

Damage

All damage to public or private property arising from a contractor clearing operation shall be the responsibility of the Contractor unless determined otherwise by Deputy Chief Ranger Hughes. It shall be the responsibility of the Contractor to investigate all damage complaints and make satisfactory settlement in those cases where actual damage has occurred.

The contractor will promptly notify the Habitat Authority of any damage to public or private property as a result of fuel modification operations.

Erosion

If erosion resulting from the scheduled clearing activities is a concern, the Contractor should contact the Deputy Chief Ranger Kenn Hughes for further instructions prior to performing any clearance activities.

17. Performance Standards

All work which is determined by the Habitat Authority or its designee to be unacceptable or deficient in any of the requirements of the proposal shall be remedied by the Contractor at his expense in a manner acceptable to the Habitat Authority.

General Standards of Care

Weed growth shall be removed as close to fences, hedges, trees, and structures as is practical to work equipment without causing damage to said fences, hedges, trees, and structures. Abatement activities shall be performed in such a manner that inconvenience to adjacent residents shall be minimized.

Contractor shall be aware of and avoid hazards in the scope of work area such as pipes, gas lines, utility guy-wires, tree stumps, dips, sloped topography, or other potential hazards.

Clearance Standards

The intent of the tractor operations is to help prevent the spread of fires, provide defensible space for firefighters and mitigate the problems associated with severe tumbleweed infestations. The following are standards regarding the condition of properties following abatement activities conducted pursuant to the Contracts. All work standards shall be under the authority of designated Habitat Authority representative.

Discing: Discing properties are to have an overall even look. Excessively deep furrows associated with turning the disc must be minimized. The disc shall cut into and turnover the soil sufficiently well to cover up almost all of the weeds and expose roots to desiccation. Few, if any, weeds shall remain in a vertical position.

18. For your information, attached is a sample contract that would be used if awarded the job.

19. Maps indicated as “Option” need approval from Habitat Authority representative before clearance. These areas may not be cleared every year.

PROPOSAL INSTRUCTIONS AND CONDITIONS FOR FUEL MODIFICATION

GENERAL

The contractor shall examine carefully these specifications, the proposal and all other contract documents. The submission of a proposal shall be considered conclusive evidence that the contractor has investigated and is satisfied as to the conditions to be encountered in respect to the character, quality and quantities of the contract.

Anything called for in any one of said documents shall be deemed to be required equally as if called for in all these documents; Specifications (including lettered exhibits of clearance areas), Proposal Instructions and Conditions, Proposal Form, Quote Charts, Affidavit of Non-Collusion, Statement of Experience, Statement of Equipment Qualifications, and Statement of Personnel Qualifications shall constitute the Contract; the documents constituting the same are intended to be read together and to require a complete and finished piece of work, including all labor and equipment necessary for the proper execution and completion thereof.

1. Reservation: The Habitat Authority reserves the right to reject any and all proposals received, to waive any informality on any proposal and to be the sole judge of the relative merits of material mentioned in the respective proposals received.
2. Proposal Form: The proposal must be made on the forms provided for that purpose,

Blank spaces in the proposal must be properly filled in, using ink, indelible pencil or typewriter, and the phraseology of the proposal must not be changed. Proposal shall be stated, both in numbers and in longhand. Additionally, the signature of all persons signing shall be in longhand. Any unauthorized conditions, limitations, or provision attached to a proposal could be considered to render it unresponsive and may cause its rejection. Alteration by erasure or interlineations must be explained or noted in the proposal over the signature of the contractor. One (1) copy of the completed Proposal Form shall be submitted to the Habitat Authority on the date and time specified in the Notice Inviting Proposals.

3. The Contract: The contractor to whom the award is made will enter into a written contract with the Habitat Authority. In case of default by the Contractor, the Habitat Authority reserves the right to procure the services from other sources and to hold the Contractor responsible for any excess costs incurred by the Habitat Authority thereby.

- A. The Fuel Modification contract shall be effective from the date contract is approved by the Habitat Authority through March 31, 2023 and potentially renewable through March 31, 2027.
- B. Contractor shall employ a sufficient number of personnel and equipment to assure completion of the fuel modification program.
- C. Contractor shall, within ten (10) calendar days notice from the Habitat Authority, be prepared to begin and diligently carry-out to completion, all work required in accordance with these specifications.

4. Payment:

- A. Payment shall be made on a net 30-day basis after an approved invoice is submitted. Contractor shall submit an invoice for all work itemizing each lettered exhibit indicating clearance areas. Payments will be made only for fully completed (cleared) lettered exhibits, not for partial completion.
- B. Payment shall not be made until the Habitat Authority or its representative has inspected each phase of work and determined that the project has been satisfactorily completed.

- 5. Permits: All permit fees and licenses necessary for the completion of the work shall be paid for by the Contractor and subcontractors. City business license with the City of Whittier is required.
- 6. The preceding Specifications, Notice Inviting Proposals, Proposal Instructions and Conditions and the attached are applicable to this Proposal and the CONTRACTOR ACKNOWLEDGES ACCEPTANCE THEREOF BY SIGNING AND FILING SAID PROPOSAL.

**CHECKLIST OF PROPOSAL PACKET FOR
Fuel Modification Whittier/Hacienda Heights Puente Hills Preserve
MECHANICAL**

ITEM DUE April 6, 2022 ON OR BEFORE 11:00 A.M.

- _____1. It is recommended to submit this check list.
- _____2. Completed Proposal Form
- _____3. Completed Quote Chart, Multi-Year Form
- _____4. Completed Statement of Experience
- _____5. Completed Statement of Equipment Qualifications
- _____6. Completed Statement/Proof of Personnel Qualifications
- _____7. Signed Affidavit of Non-Collusion
- _____8. Copy of appropriate state contractors license, or number
- _____9. ~~Proof registration with state Department of Industrial Relations, or DIR number~~
- _____10. Check here to acknowledge this is a prevailing wage job, and company can meet all insurance requirements identified in sample contract.
- _____11. Check here to acknowledge that a City of Whittier business license will be obtained before work starts.

PROPOSAL FORM

Habitat Authority
7333 Greenleaf Avenue
Whittier, CA 90602

ATTENTION: Executive Director

In accordance with your invitation to submit a proposal to provide Fuel Modification Services as per the Specifications, the undersigned hereby agrees to accept all terms and conditions and to provide the services as indicated on the fuel modification zone maps attached herein,

SIGNED: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____

BASE (Year 1) PROPOSAL TOTAL = _____(in numbers)

TOTAL = _____(in longhand)

And further to initiate the services specified herein within ten (10) calendar days after receipt of the Notice to Proceed from the Habitat Authority, and can complete scope of work by deadline of 2nd or 3rd week in May, 2022 unless extended by Habitat Authority representative.

By (Signed)

and Dated

Title

Fuel Modification Details
Whittier /Hacienda Heights- Puente Hills Preserve
REFER TO MAPS FOR DETAILS

EXHIBIT	PARCEL #	BRIEF DESCRIPTION
A (Optional – may not be annual)	8126-028-900	Northwest of 12415 Carinthia Dr. to western end; From 1st gate to Helipad (access between 12643 and 12635 Carinthia Dr.)
	8126-028-901	From Grande Vista Gate to Helipad
	8126-041-904	From Helipad east to endpoint on map (access between 12643 and 12635 Carinthia Dr.)
		<u>**REQUIRES COORDINATION WITH HABITAT AUTHORITY ECOLOGIST</u>
B	8126-041-908	East of homes on Greenleaf Ave. at Acheson Dr.; North of Orange Dr. between Friends Ave. and Bright Ave. Behind homes 5725 and 5747 Beverly Hills Estates; west toward water tower REQUIRES ADDITIONAL COORDINATION WITH RANGER
C	8137-021-005 8137-021-006	Behind homes on Altmark Ave. REQUIRES ADDITIONAL COORDINATION WITH RANGER Tractor needs to avoid a small area behind 6136 and 6128 Altmark prone to erosion – and marked on map. No disking behind 6136 and 6128 Altmark.
D	8137-028-900	Along south and east side of houses; Behind homes between 13726 Gaylin St. and 6206 Altmark Ave.; Behind 13726 Gaylin St. to 6270 Elmquist Ave.; Behind 6270 Elmquist Ave and 6516 Elmquist Ave.
E	8137-028-900 8138-033-903 8138-016-900 8138-016-902	Behind 13867 to 13895 Philadelphia St.; Area south of 13901 Philadelphia St. Behind 13901 to 13862 Philadelphia St. Area east of 6706 Worsham Dr. south to 6772 Worsham Dr.
E-I (Optional – may not be annual)	8138-033-903	Area <u>east</u> of 13901 Philadelphia St

Fuel Modification
Quote Chart-MECHANICAL

F	8138-033-925 8138-032-901	North of 7604 Bowen Dr.; Behind houses from 7604 Bowen Dr. to 7744 Bacon Rd. Behind houses from 7744 Bacon Rd. to end of California Pl. No disking when winds exceed 15 mph.
G	8289-021-900 8289-021-901 8289-021-904	North of homes on Calmada Ave., Calmosa Ave., Ocean View Ave.; Behind 7904 and 7912 Ocean View Ave. and southeast into Preserve; North of and behind school at 8036 Ocean View Ave.; The gully in the north east corner of Mar Vista St. and Catalina Ave. to the north end and behind homes on San Lucas Dr. and Ladosa Dr. No disking when winds exceed 15 mph.
H	8291-005-900	North of 8100 Villa Verde Dr.
I	8291-004-900	Behind 15533 Lodosa Dr. east to 15655 Mar Vista St. (half disc, half hand clear as indicated on Exhibit) Behind, and north of, 15819 Aurora Crest Dr.
J	8291-003-901	Behind, and east of, 16055 Aurora Crest Dr. **Entrance requires going through a guard shack.
K	8291-043-016	Behind homes on Aurora Crest to be conducted between August 31 and Feb 15 **REQUIRES COORDINATION WITH HABITAT AUTHORITY ECOLOGIST
L	8240-034-013 8291-043-016	along fenceline north of intersection of Las Palomas Dr. and LeFlore Dr. On east side of road at intersection of Las Palomas Dr. and LeFlore Dr. (hand clear)
M	8291-003-901	Behind homes south of Skyline Dr. and east of Colima Rd. REQUIRES ADDITIONAL COORDINATION WITH RANGER AND ECOLOGIST
N	8289-007-008	Behind homes on Belle River Dr. and Gypsy Dr.
O	8221-002-900	Behind, and north and south of, 14888 Las Tunas Dr. Hacienda Hts.
P	8126-001-904	Behind homes on Grande Vista Place.
Q (Optional item)	8125-033-900	Behind homes along Banyan Rim Drive and Pocasset Drive. Access between 11726 Banyan Rim Dr. and slope to the east. To be conducted between August 31 and Feb 15. ** REQUIRES COORDINATION WITH HABITAT AUTHORITY ECOLOGIST

Quote Chart: Multi-year

Fuel Modification in Whittier /Hacienda Heights Puente Hills Preserve

	Base 1 st Year (\$)		Base 1 st Year (\$)
Exhibit A		Exhibit I	
Exhibit B	No proposal	Exhibit J	No proposal
Exhibit C		Exhibit K	No proposal
Exhibit D		Exhibit L	No proposal
Exhibit E		Exhibit M	
Exhibit E-1		Exhibit N	
Exhibit F		Exhibit O	No proposal
Exhibit G		Exhibit P	No proposal
Exhibit H	No proposal	Exhibit Q	No proposal

Year 1 Total (Exhibits A-N): \$ _____

Please include Year 2-5 rate increases (for above costs by zone), if any, below:

	Year 2	Year 3	Year 4	Year 5
Cost Increase (%)				

HOURLY RATES

Please supply an hourly rate for recuts or supplemental tasks during Year 1 as directed by the Habitat Authority.

\$ _____/hour mechanical. This includes _____(how many?) personnel.

Also include Year 2-5 hourly rate increases, if any, below:

	Year 2	Year 3	Year 4	Year 5
Hourly Rate Increase (%)				

Please provide any other information that you may think is necessary: _____

STATEMENT OF EXPERIENCE

This page to be completed by contractor and submitted to the Habitat Authority as part of your quotation.

1. _____
Contractor's Name Company Name

2. _____
Business Address

3. _____
Business Telephone Number

4. References: Previous Contracts Completed –The references must be for projects conducted with the last five (5) years. Also, references should be preferably from contracts where the majority of the work is wildland open space weed abatement (fuel modification) services. (Minimum three required)

Contract Dates (From To)	Jurisdiction (Agency)	Project Manager Name & Phone Number Reference	Contract Dollar Amount (\$ Total)

Signature

Date

STATEMENT OF **EQUIPMENT** QUALIFICATIONS:

Please provide as an attachment information about the equipment you plan to use and why it is appropriate for the terrain unique to the scope of work subject area. Please provide any proposed equipment leases or purchases. Rental agency and phone contact must be included.

STATEMENT OF **PERSONNEL** QUALIFICATIONS:

Please provide as an attachment information about the qualifications of personnel to drive vehicular equipment suitable for the scope of work.

*If subcontractors or staff leasing services are being used, please provide information about their qualifications.

*Provide evidence of discing tractor operators experience and location of experience: four (4) years hilly areas, two (2) years flat areas. Attach copy of operators licenses.

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
CONTRACTOR AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the _____ of
_____(company), the party making the
foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal. The contractor has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor. All statements contained in the proposal are true. The contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at
_____[city], ____.

SIGNATURE

Fuel Modification-MECHANICAL

Attach

Copy of appropriate state contractors license, or number

Habitat Authority

General Performance Standards for Scope of Work, Maps A-N

Clearance from structures up to 200 feet away
within outlined areas:

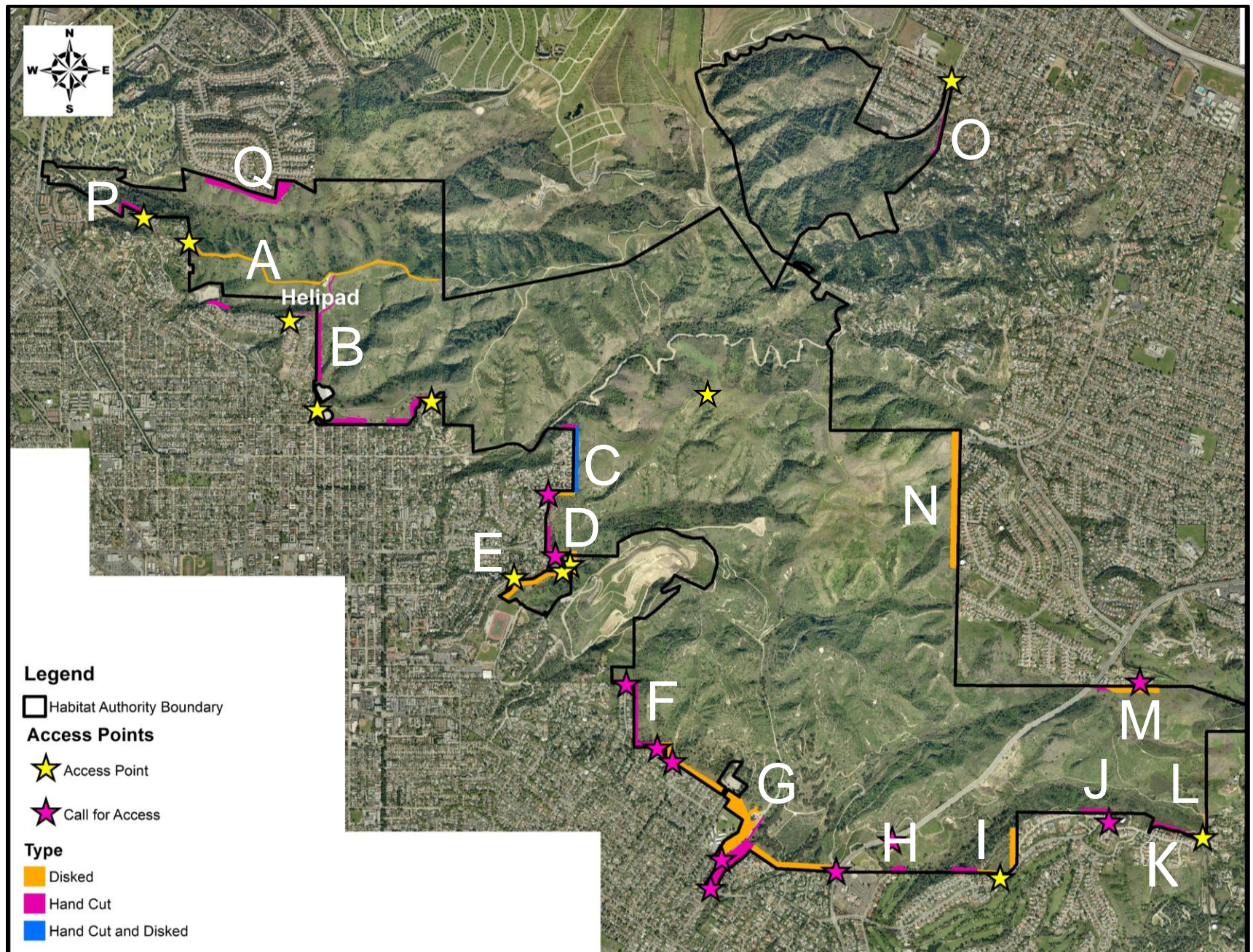
- Removal of fuel (e.g.: grass and weeds)

Habitat Authority (562) 945-9003,

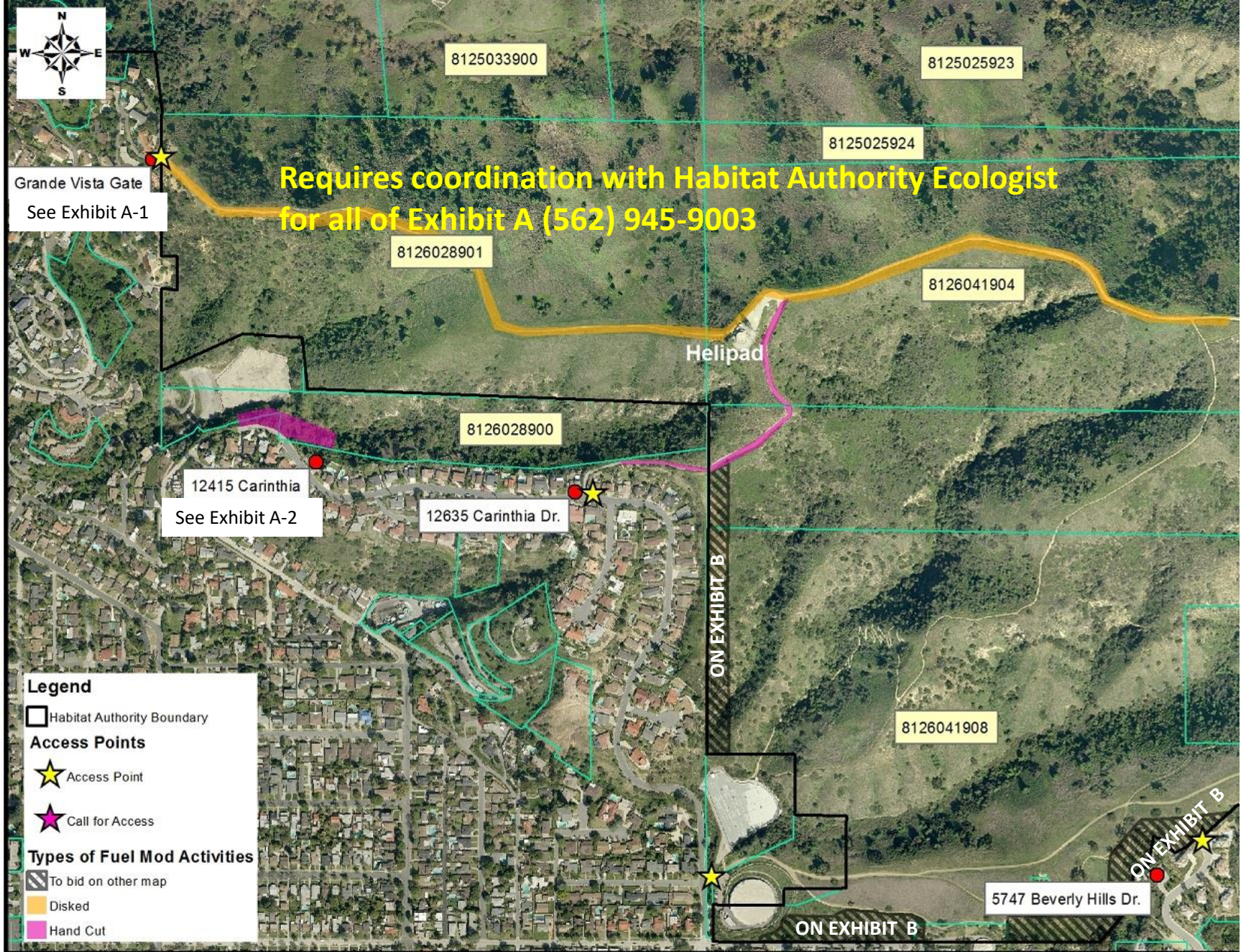
Ex Dir, Andrea Gullo (562) 201-3581

Ecologist, Michelle Mariscal (562) 201-2062

Fuel Modification Areas
Whittier/Hacienda Heights
Puente Hills Preserve 2022
MECHANICAL



Overview - Exhibits



Option-Exhibit A

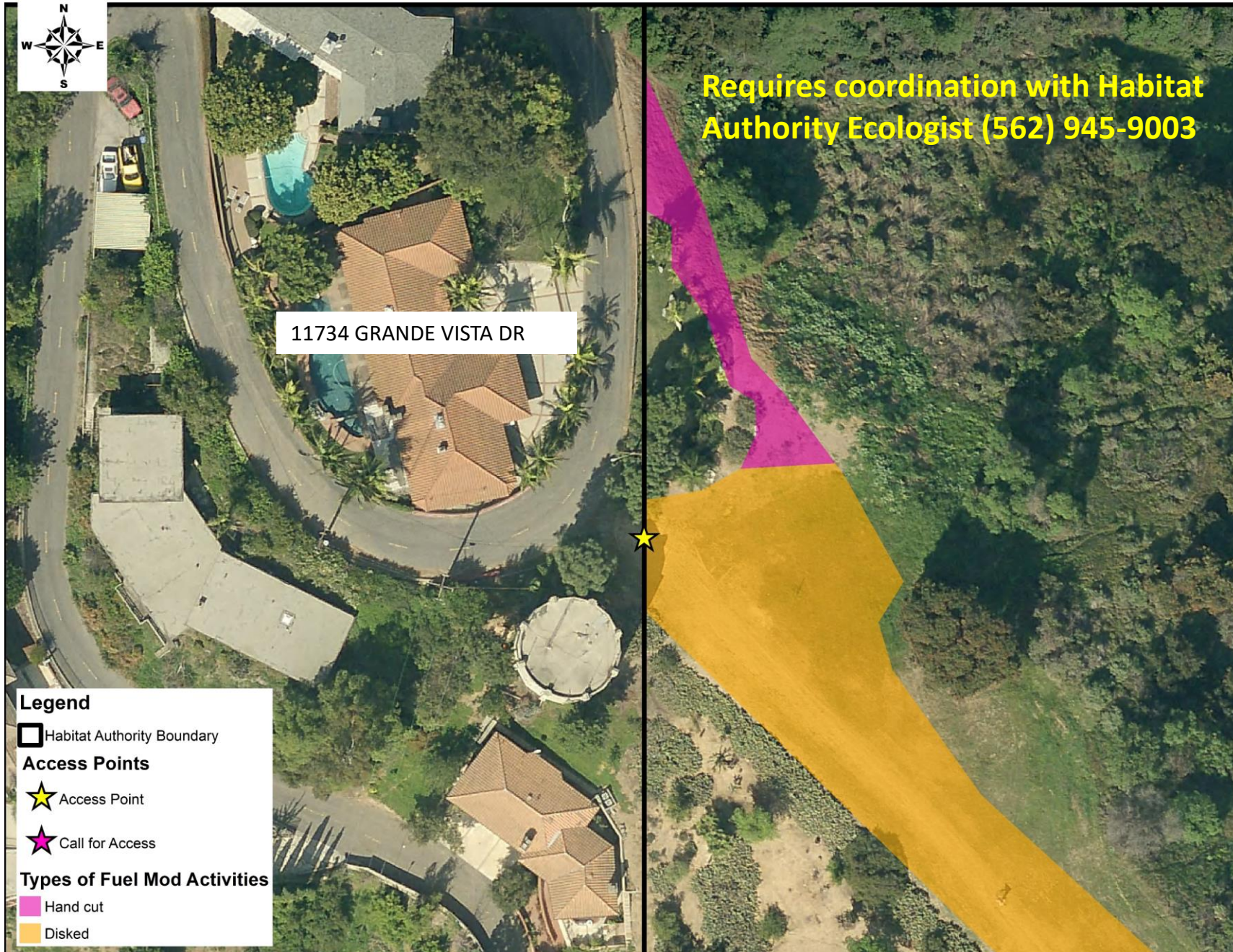


Exhibit A-1 close up—detail near 11734 Grande Vista Dr.



Exhibit A-2 close up—detail near 12415 Carinthia

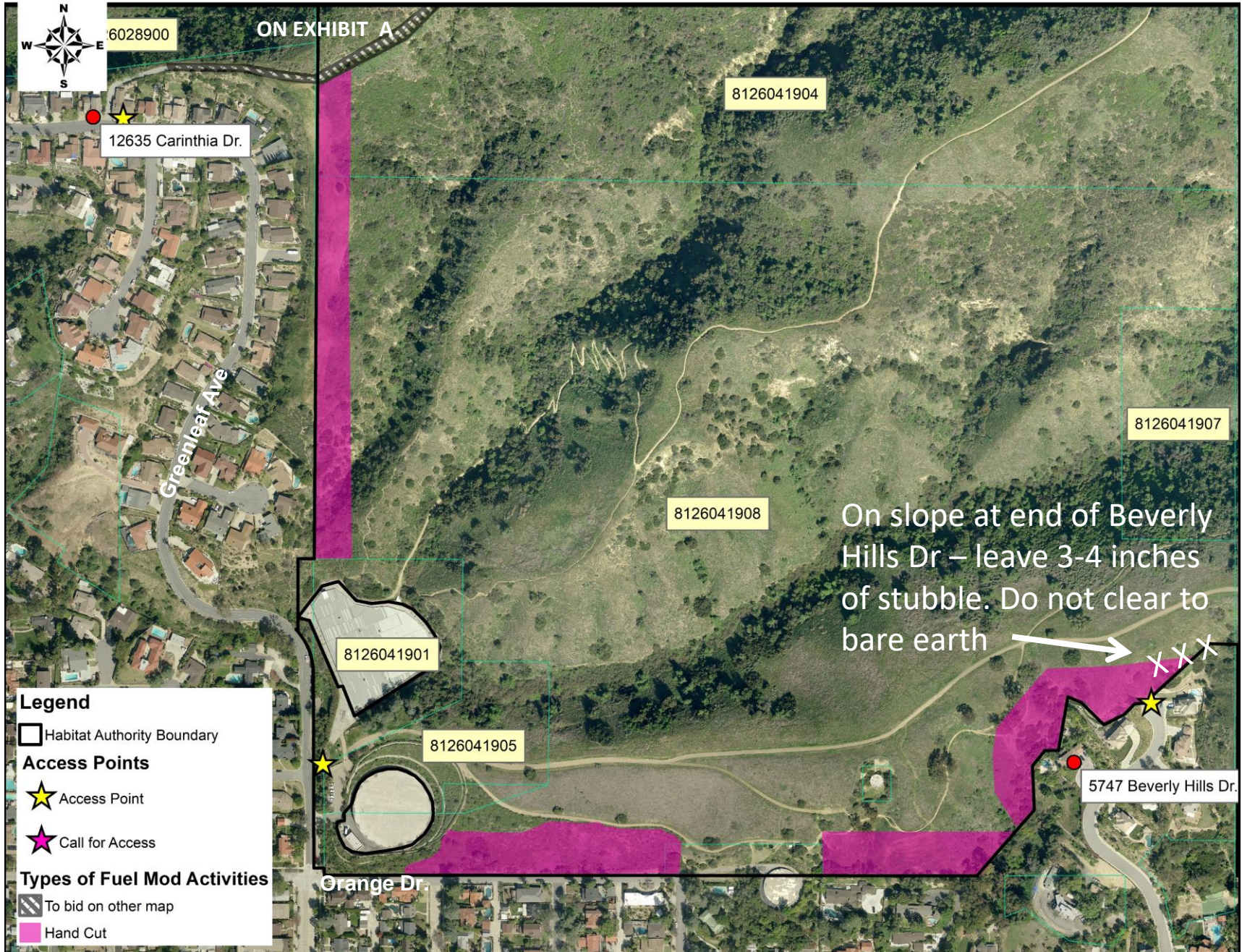


Exhibit B





Exhibit D



Exhibit E

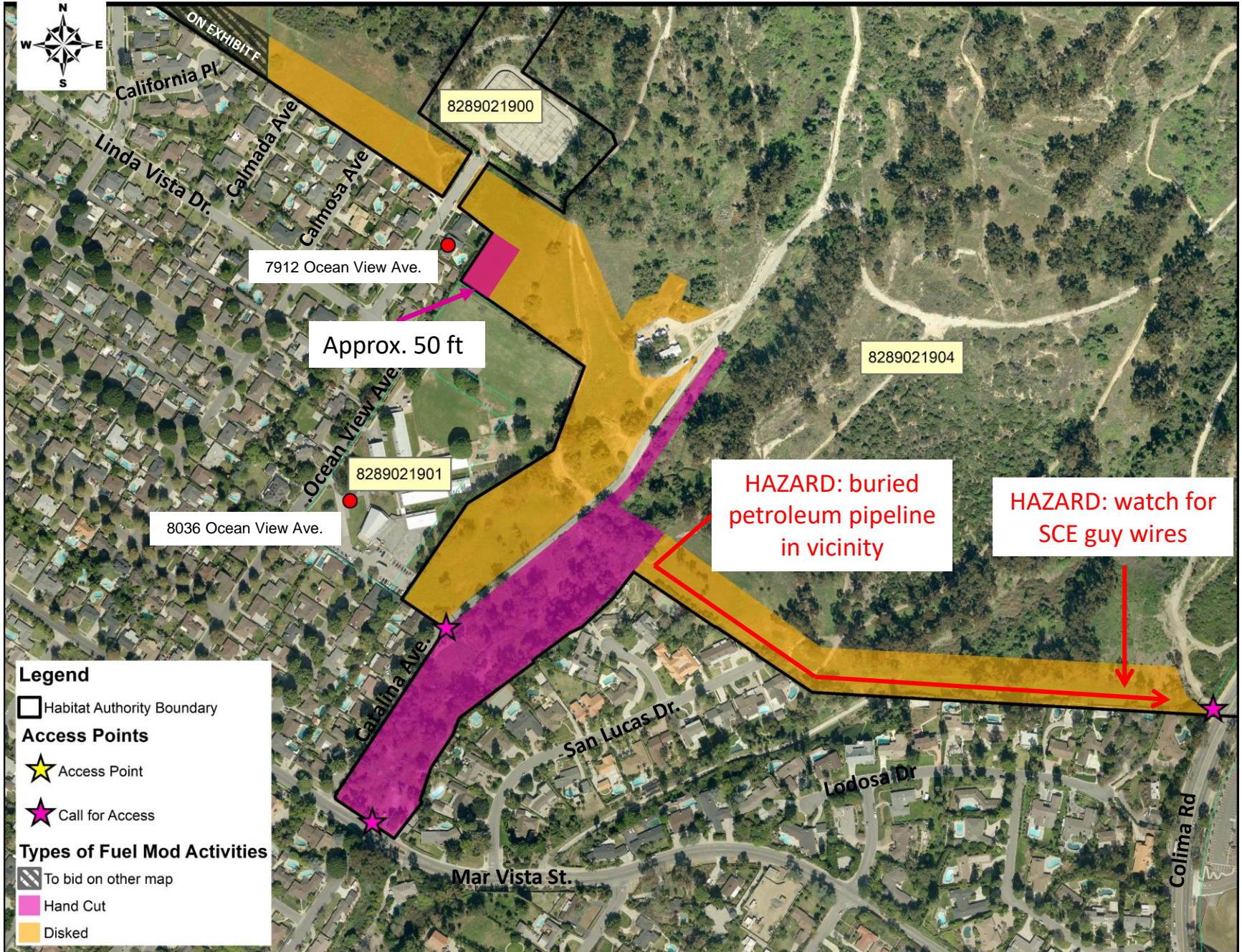


Exhibit E - 1



No disking with winds above 15 mph

Exhibit F



No disking with winds above 15 mph

Exhibit G

Look out for water spicket off of Catalina entrance road.



Exhibit I

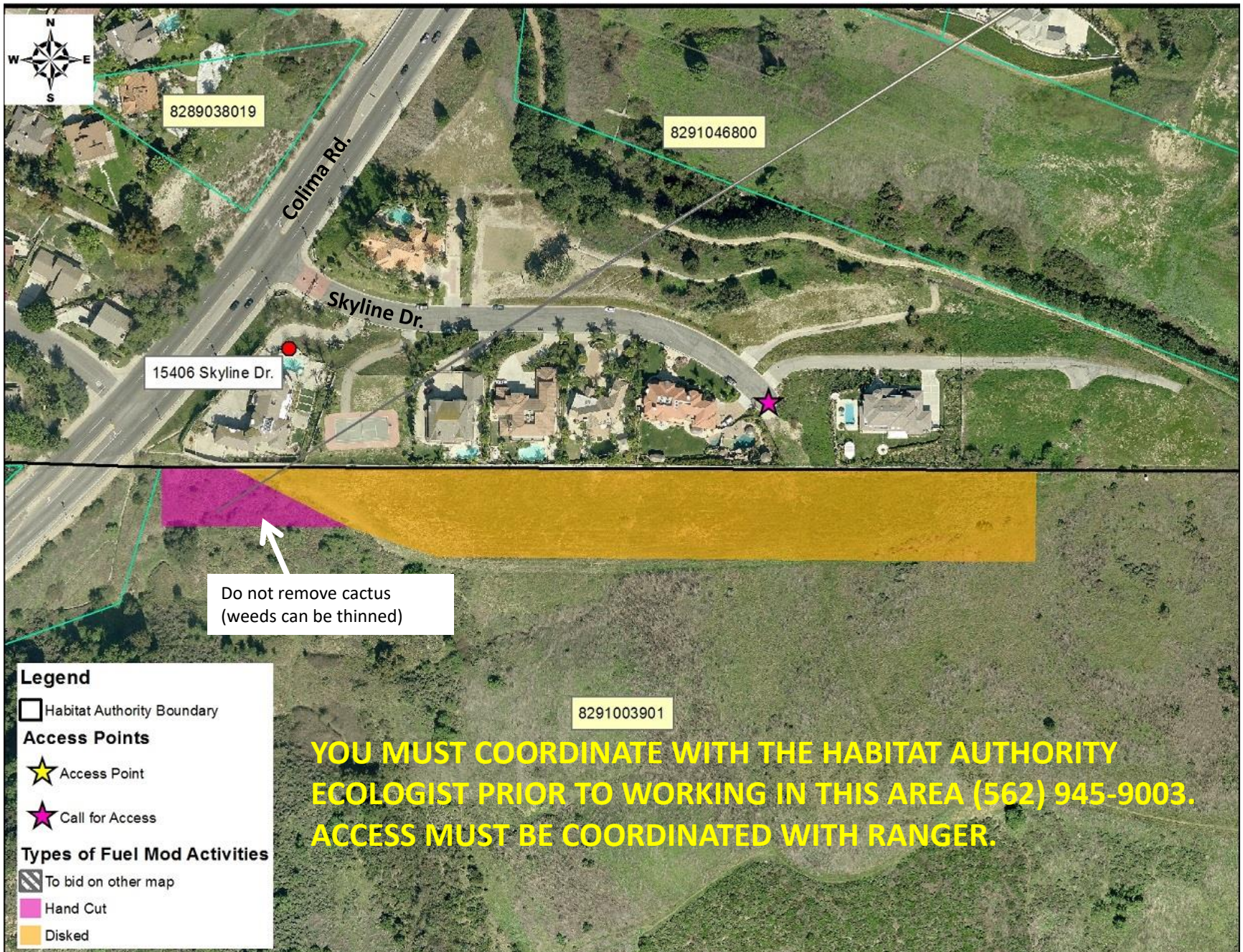


Exhibit M



Exhibit N

**PUENTE HILLS
HABITAT PRESERVATION AUTHORITY**

7333 Greenleaf Ave.

Whittier, CA 90602

(562) 945-9003

STANDARD AGREEMENT

This agreement (Agreement) is entered into this day of April ____, 2022 (the Effective Date) between the **Puente Hills Habitat Preservation Authority** (PHHPA), and _____ (Contractor).

For good and valuable consideration, receipt of which is hereby acknowledged, PHHPA and Contractor agree as follows:

1. Contractor shall provide fuel modification clearance services in Whittier and Hacienda Heights within the Puente Hills Preserve (the Project) per the attached Proposal Specifications (Exhibit A).

2. All rights and obligation of the PHHPA and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are incorporated herein by reference the same as though set out in full and include the following:

- a. Exhibit A: Proposal Specifications dated March 14, 2022.
- b. Exhibit B: Contractor's proposal, received _____
- c. Exhibit C. Certificate of Nondiscrimination.
- d. Exhibit D. Certificates of Workers Compensation and Liability Insurance.
- e. Exhibit E. Non-collusion declaration.
- f. Exhibit F. Safety Measures.

3. Contractor shall furnish all materials and perform all of the work required for the Project consistent with the following:

CONTRACTOR shall furnish all materials and equipment necessary to perform all of the WORK for completion of Fuel Modification for Habitat Authority Properties, in accordance with the Contract Documents. The work includes clearing areas identified in Exhibit A at least once a year, plus any necessary follow-up clearings as approved by the Habitat Authority. Work shall be completed preferably, weather permitting, by the 2nd or 3rd week in May each year unless otherwise instructed by the Habitat Authority or their representative. The areas may be required to be cleared by May 1st if requested by the Habitat Authority. If the HABITAT AUTHORITY provides Contractor notice for a specific property or properties to be immediately cleared, Contractor has fourteen (14) calendar days after receipt of notice to clear the area or said contract shall be subject to termination. CONTRACTOR shall have an english speaking employee present on the work site at all times. Contractor shall coordinate with the Habitat Authority Executive Director or her designee, for in the field logistics, compliance with scope of work, and timing.

Scope of project may be adjusted as new developments will warrant more or less clearing. Also, scope may be adjusted to accommodate more or less clearing as a result of herbicide sprayings in zone by HABITAT AUTHORITY or its contractor/agent.

4. PHHPA shall pay at the rates and cost estimates specified in the Contractor's proposal. The proposal amount is considered as full compensation to Contractor for furnishing all materials and for doing all the work to complete the Project, as well as for all loss or damage arising out of or in connection with the work for any reason whatsoever, including unforeseen conditions at the site, until its acceptance by PHHPA. Compensation shall be **\$xxxx (thousand dollars)**. Compensation shall be payable not more frequent than monthly, and no less than annually after submittal of invoice, or in some other manner as approved by the Executive Director. Any change orders will be in writing and need approval by the Executive Director. The Contractor agrees to not pay less than prevailing per diem wages for each craft, classification, or type of worker as set by the State of California Department of Industrial Relations.

5. The work shall be commenced immediately upon execution of the Agreement. Any request for extension of time for completion of the Agreement shall be made in writing by Contractor to PHHPA.

6. At all times from the Effective Date and through completion of the Project, Contractor shall be licensed by the State of California and in good standing, in accordance with the regulations of the Contractor's State License Board.

7. Contractor shall indemnify, defend, protect, and hold harmless PHHPA against all claims for damages arising from work performed by Contractor in connection with this Agreement. Contractor shall obtain a policy of Commercial Liability insurance written on an Occurrence form, Commercial Automobile coverage, and Workers Compensation insurance. Contractor shall maintain such policies in full force and effect at all times until acceptance of work by PHHPA and for one year thereafter. Concurrently with execution of this Contract, Contractor shall furnish to PHHPA a certificate of insurance from insurer evidencing compliance in accordance with the following requirements.

- a. Policies shall name as Additional Insured the following entities: the Puente Hills Habitat Preservation Authority, a joint powers authority established pursuant to Government Code Section 6500 *et seq*, City of Whittier and County of Los Angeles. The policies shall cover the PHHPA, City of Whittier, and Los Angeles County, in accordance with the Management Agreement and Covenant Running With The Land dated February 22, 2005, including their employees, agents, directors, officers, and constituent members, while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death, arising out of or in connection to, this Agreement.
- c. Minimum limits of coverage of the policy shall be: Bodily Injury: \$1,000,000 each occurrence, \$2,000,000 annual aggregate, Property Damage: \$1,000,000 each occurrence for Liability, \$1,000,000 Automobile Liability, and Workers Compensation, as required by law.
- d. All policies must give 30 days written notice in advance by registered mail in the event of modification, cancellation or termination to the PHHPA and County. PHHPA shall not be responsible for any premiums or assessments on policy.

8. PHHPA reserves the right to do other work in connection with the Project or adjacent thereto by contract or otherwise, and Contractor shall at all times conduct its work so as to impose no hardship on PHHPA or others engaged in the work, nor to cause any unreasonable delay or hindrance thereto. Contractor shall furnish materials, articles, and equipment in ample quantities and at such times as to insure uninterrupted progress of the work. No advertising of any description will be permitted in or about the work, except as provided for in the Contract Documents.

9. The parties shall be entitled to all costs including reasonable attorneys' fees necessarily incurred to enforce any provision of this Agreement.

10. When the work is completed each year, Contractor shall so certify and shall request final inspection by PHHPA. Within ten (10) days PHHPA will make final inspection. If PHHPA determines that Contract has been completed to its satisfaction, it will formally accept the work.

11. Contractor hereby unconditionally guarantees that the work will be done in accordance with the requirements of this Agreement, including the exhibits hereto, and further guarantees the work of the Agreement to be and remain free of defects in workmanship and materials for a period of one year from date of acceptance unless a longer guarantee period is specifically called for. Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be damaged or displaced in so doing, without any expense whatsoever to PHHPA.

12. Contractor further agrees that within ten (10) days after being notified in writing by PHHPA of any work not in accordance with the requirements of the Agreement, or any defects in the work, they will commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee, and to complete the work within a reasonable period of time. In the event Contractor fails to do so, Contractor hereby authorizes the PHHPA to proceed to have such work done at Contractor's expense, which costs Contractor shall pay upon demand.

13. Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, or ordinances.

14. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and compliance with the safety requirements set forth in Exhibit F. Failure to comply with the safety precautions set forth in Exhibit F may result in termination of this contract or a stop work order issued by the PHHPA and/or fines and criminal charges as outlined in the Mountains Recreation and Conservation Authority (MRCA) ordinance that governs the property, available for review at www.HabitatAuthority.org

15. All vehicles used by Contractor to effect the Project must be equipped with properly maintained catalytic converter exhaust systems and shall not be parked over tall grass so as to prevent fire. All vehicles must remain on maintained roads. Contractor must protect all natural water sources from pollution arising in connection with its entry onto the Project site. Contractor shall not disturb any vegetation outside of the scope of work on PHHPA owned/managed land. Appropriate mitigation will be required for unauthorized disturbances, such as replacement planting or seeding to repair disturbed areas. No vehicle access on the trails/roads is allowed for

48 hours or longer after rain until the trails are dry, as determined by the rangers. Contractor shall cause all subcontractors to comply with these owner-specified safety requirements. In the event work is delayed by rain, the time to complete the Project shall be tolled by the number of days Contractor does not have access.

16. Dates of expected work to take place must be furnished to rangers the day prior to Project commencement each year by calling ranger Kenn Hughes at 310-858-7272, ext 227, or to Andrea Gullo, agullo@habitatauthority.org.

17. All operation of equipment shall be done between the hours of 7:00 a.m. to 4:00 p.m. Monday through Friday (excluding holidays).

18. Contractor shall execute Certificate of Nondiscrimination (Exhibit C) and a Non-collusion Declaration (Exhibit E).

19. Portable Toilets. If required because of the location of work, the Contactor shall provide a portable toilet with an attached hand-washing facility to assure health and hygiene for employees at the job site in accordance with relevant provisions of OSHA standards.

20. Certified Payroll

- a) Contractor and each subcontractor shall keep accurate payroll records in compliance with Labor Code section 1776 and specifically show the name, address, social security number, work classification, straight time and overtime hours worked for each day and week, and the per diem wages paid and verified under penalty of perjury and submit to the PHHPA copies of the certified payroll records for each pay period within ten calendar days from each pay period.
- b) Contractor's compliance with the prevailing wage requirements set forth in the California Labor Code are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

21. Notices. Any notice, request, or communication either party desires or is required to give to the other party shall be in writing or email and may be served personally, sent by prepaid, first-class mail to the persons and addresses below, or sent via electronic communication via the email addresses listed below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or 5 business days from the time of mailing if mailed as provided in this section.

CONTRACTOR

x
x

**PUEENTE HILLS HABITAT PRESERVATION
AUTHORITY**

7333 Greenleaf Ave.
Whittier, CA 90602
(562) 945-9003
Andrea Gullo, agullo@habitatauthority.org

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

Signature

(Name)

(Title)

Signature

Andrea Gullo

Executive Director

FOR OFFICE USE ONLY

Agreement Amount	\$	CONTRACT NUMBER PHHPA 22-xx	TAX ID #
Amt. Prev. Encumbered	\$---	Project Name: Fuel Modification- Whittier/Hacienda Heights - Mechanical	
Total	\$		

Exhibit A. Specifications

Exhibit B. Contractor's proposal

EXHIBIT C
(Standard Contract)

CONTRACTOR'S STATEMENT OF NONDISCRIMINATION

1. During the performance of this Contract, the CONTRACTOR and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. The CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. The CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et. seq.), the provisions of Article 9.5, Chapter 1, Division 3, Title 2 of the Government Code, Sections 11135-11139.5, and the regulations or standards adopted by the awarding State agency to implement such Article.
3. Recipient, The CONTRACTOR and its subcontractors agree to give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The CONTRACTOR agrees to include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STATEMENT OF COMPLIANCE

_____(Company Name), hereinafter referred to as "prospective CONTRACTOR, hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code Title 2, Division 4 Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective CONTRACTOR agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental or physical disability, medical condition, marital status, sex or age (over 40). Prospective CONTRACTOR agrees to comply with all statutes and regulations set forth in items 1 through 4 above.

I, _____(Name of Official) hereby swear that I am duly authorized to legally bind the prospective CONTRACTOR to the above certification. I am fully aware that this certification, executed on _____(Date) in the County of _____(Name of County) is made under the penalty of perjury under the laws of the State of California.

Signature

Title

Exhibit D. Certificates of Workers Compensation and Liability Insurance

EXHIBIT E
(Standard Contract)

CONTRACTOR'S NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____(company), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal. The contractor has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal, or of that of any other contractor. All statements contained in the proposal are true. The contractor has not, directly or indirectly, submitted his or her proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city].

SIGNATURE

EXHIBIT F

The following are HABITAT AUTHORITY safety requirements:

a. No smoking is permitted on the Puente Hills Habitat Preservation Authority (Habitat Authority) Property or managed Property (both herein referred to as Property), nor, is any open flame. This shall be enforced with appropriate citations per the MRCA ordinance found at www.HabitatAuthority.org.

b. Contractor shall carry a cellular telephone or two-way radio at all times on the Property and neighboring property for emergency purposes.

c. Before entering the Property from the period from May 1 through November 15 or during any other high fire hazard time, Contractor must call the Ranger Services at (310) 858-7272, extension 227, local Fire Department, or Habitat Authority office (562) 945-9003 to make sure it is safe to enter the Property, and shall not enter if the fire department prohibits or advises against it or if rangers of the Habitat Authority prohibit entrance. Rangers may contact the supervisor of the Work and order that access be limited or prohibited due to extreme fire hazard.

d. If doing work other than driving on properties for transportation purposes, such as ground work or maintenance: Contractor must carry in each vehicle one serviceable round point shovel with overall length of not less than four feet and two 2 1/2 gallon pressurized water extinguisher or two five gallon pump type water extinguisher (Note: these pump extinguishers are not pressurized – so 2 would be needed), fully equipped and ready for use. A chemical type fire extinguisher is not sufficient to satisfy this requirement. If equipment is used that has the potential to spark, Contractor must take additional fire prevention measures such as having a truck with a sizable (200 gallon) water tank on site. Other precautions and requirements suitable to weather conditions may be imposed by rangers for fire safety.

e. Contractor is required to do everything reasonably possible to prevent fires in the conduct of its activities.

f. Contractor shall immediately report any fire discovered on or around the Property to the fire department by calling 911.

g. All vehicles must be equipped with properly maintained spark arresters and catalytic converter exhaust. Vehicle exhaust systems shall be inspected daily at the start of each shift.

- h. Motorized vehicles must remain on maintained roads.
- i. Contractor must protect all natural water sources from pollution arising in connection with its entry onto the Property.
- j. Contractor shall not disturb any vegetation on Habitat Authority owned/managed land. Appropriate mitigation will be required for disturbances.
- k. No access is allowed 48 hours after a rain or longer until the trails are dry as determined by the rangers.
- l. Contractor is required to do everything reasonably possible to not block emergency vehicle access on the road/trails, to not block roads/trails for other users, and to prevent fires in the conduct of their activities, including not leaving the vehicle unattended and not stopping or parking over vegetation at any time.
- m. Gates shall be locked by the Contractor immediately after all ingress or egress. At no time shall the gates be left open.
- n. The maximum speed limits on trails/roads is 15 miles per hour or less if conditions warrant for safety of natural resources or other trail/road users.
- o. Data To Be Furnished. Dates of expected Work to take place and name of Contractor (and vehicle license plate numbers if Contractor is using an unmarked car) must be furnished to rangers the day prior by calling Ranger Services (Kenn Hughes) (310) 858-7272, extension 227.
- p. Contractor must adhere to the ordinance (rules) that govern the HABITAT AUTHORITY property which are posted on site and found in complete form on www.HabitatAuthority.org.
- q. Contractor shall cause all subcontractors to comply with these owner-specified safety requirements.