

# REQUEST FOR PROPOSALS

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Manual Post Fire Restoration Services in Willow Creek

Date Released: Monday, June 9, 2025

Request for Proposals Due: Monday, June 23, 2025 at 5pm P.S.T

## PURPOSE

The Humboldt County Resource Conservation District (HCRCD) prepared this Request for Proposals ("RFP") to hire a qualified Contractor(s) to perform a range of post fire restoration services on privately owned lands in and around the unincorporated community of Willow Creek. The proposed activities are part of a grant-funded program to support post-fire forest recovery, health, and resiliency after significant wildfire events- the 2021 Knob Fire and the 2022 Six Rivers Lightning Complex.

## AVAILABLE FUNDS

Approximately \$600,000.00 in grant funding is currently available over a one-and-a-half-year period. Approximately 100 acres across 7 properties are available for manual post fire restoration treatment. Reforestation acreage will be available in 2026. More properties may be added as landowner outreach is completed. Professional services agreements will be negotiated and executed over the life of the project, on an as-needed basis. Contractor selection for any given body of work will be based on a combination of associated qualifications and experience, availability when services are required, and cost control measures. Extended and/or expanded agreements may be possible. This project is funded by the USDA Forest Service. The USDA Forest Service is an equal opportunity provider.

## SCOPE OF SERVICES

The Contractor is required to comply with all terms and requirements as defined in the Request for Proposals. The types of services that may be required to complete this project include the following, with the bulk of the activity falling under the defensible space assistance and roadside fuels reduction treatment type:

1. **Post Fire Restoration:** Manual removal of dead trees and brush, and vegetation to reduce density of the forest. For more details see Attachment A: General Description of Post Fire Restoration.
  - **Pile Building & Burning:** Build and burn piles generated from Post Fire Restoration. This method will be employed in areas where conditions make pile burning the most efficient means of disposing of woody material and where there are no reasonably feasible alternatives or under landowner request. For more details see Attachment B: Best Management Practices (BMP) for Pile Burning of Cut Debris. Contractors must have insurance that covers pile burning under either Commercial General Liability or Loggers Broad Form to apply for Post Fire Restoration services. Contractors may subcontract this portion of the work to meet insurance requirements. Please see Attachment D: Insurance Requirements.
2. **Reforestation:** Perform site preparation activities such as targeted fuels reduction and

installation of seedlings into pre-designated areas. The seedlings will be secured by HCRCD. Contractor will be expected to transport seedlings, perform any necessary site preparation and water seedlings directly after planting. Native shrubs or trees would be planted at an appropriate density designated by a Registered Professional Forester. Reforestation would occur on less than 30 acres of the entire project area during the life span of the project.

## GENERAL

1. It is not the intent of the specifications to cover each and every detail. Any problems that may arise must be promptly reported to the HCRCD or Partners and will be subject to the decision of the HCRCD. The CONTRACTOR is expected to carefully examine the size and scope of the proposed work prior to submitting its proposal. The CONTRACTOR certifies it has checked carefully all the quantities, specifications, maps and figures, and understands that the HCRCD nor Partners will not be responsible for any errors or omissions on the part of the CONTRACTOR in compiling and submitting this proposal.
2. The CONTRACTOR agrees that they will provide the materials and/or perform the work herein under the terms and conditions set forth in the awarded contract; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, licenses, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other Contract documents. All costs incidental to these requirements will not be paid for separately but shall be included in the work, including testing, if needed. CONTRACTOR shall be responsible to pay all costs for permits, licenses, fees and insurance which may be required to perform the work required.
3. CONTRACTOR will obtain and maintain in full force and effect throughout the term of this Project, and thereafter as to matters occurring during the term of this Project, the insurance coverage as specified in Exhibit C. Agreement Template.
4. Any portion or aspect of the property, including but not limited to roads, trails, gates, fences, culverts and/or drainage structures, or signs or other improvements damaged by CONTRACTOR will be repaired to a like or better condition at the end of the project as that found prior to the start of work. Repairs may include repairing or replacing drainage control features. Upon notice from HCRCD, significant damage to existing roads, trails or other improvements, caused by CONTRACTOR, must be repaired by CONTRACTOR at CONTRACTOR's expense within ten (10) working days of the notification by the HCRCD.
5. The work site should be left in a safe manner at the end of every workday, and the CONTRACTOR will take all reasonable precautions to avoid injury to the public.
6. Before daily acceptance, all areas occupied by the CONTRACTOR in connection with the work shall be cleaned of all CONTRACTOR garbage, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

7. Coordinate all work as necessary to complete the project, avoid damages to utilities and maintain utility service with each affected utility company.
9. Current federal Internal Revenue Service mileage rate will be accepted. In 2025 the rate is \$0.70/mile.

## DESIRED QUALIFICATIONS

The following is a list of the desired qualifications and experience for contractors responding to this RFP:

- Experience with and ability to successfully complete one or more of the treatment types and/or activities described in the Scope of Services above.
- Own or have access to the appropriate equipment to provide the selected service(s) (e.g., a chipper of an adequate size to chip material generated from fuels reduction services).
- Experience with and ability to operate all necessary equipment safely, effectively, and efficiently.
- Ability to understand and comply with environmental compliance and other permitting requirements.
- Experience with and ability to work respectfully and cooperatively with community members and liaisons.
- Experience with and ability to work collaboratively with HCRCD and Partner representatives on project design, coordination, photo documentation, reporting and invoicing.
- Knowledge of methods to reduce the spread of invasive species associated with fuels reduction activities.
- Knowledge and understanding of project budgeting and cost controls, particularly for grant funded projects.
- Ability and willingness to be flexible and responsive to evolving project needs.
- Possession of, or ability to secure and provide to HCRCD, the required insurance certificates (See Attachment D for the detailed list of insurance requirements).
- Crew is ideally no fewer than four personnel.

## SUBMISSION REQUIREMENTS

**Please use Attachment E: Proposal Template to prepare the submission. Complete submissions shall be emailed to Katrina Henderson, Forest Health Program Manager, HCRCD, at: [foresthealth@hcrd.org](mailto:foresthealth@hcrd.org). Hard copies will be accepted by appointment. Submissions must be received no later than 5pm, Monday, June 23, 2025.**

Receipt of the submission will be acknowledged via email. No submittals will be accepted after this deadline. The following items may be submitted as a PDF file or hard copy containing all required content. Hard copy responses may be submitted by appointment only to either HCRCD's Eureka or McKinleyville offices:

1. Cover Page:
  - Contractor name and contact details
  - Statement describing availability (i.e., How long in advance does work need to be scheduled? Can you be available on short notice for batches of work as needed? Are you more or less available during any given season?)
  - Confirmation that the required insurance detailed in Attachment C is in place or can be secured and certificates furnished to the HCRCD in a timely manner. Contractors should not purchase additional insurance intended to comply with these requirements until directed by the HCRCD as part of a final professional services agreement negotiation. HCRCD and its partners are not responsible for any contractor decisions to obtain additional insurance in anticipation of a potential contract under this RFP.
2. Statement of Proposal(s) for **one or more** of the services described in the Scope of Services section:
  - Submit a separate "Statement of Proposal" form provided in Attachment D for **EACH** of the service types offered.
  - Qualifications for each service type offered, including licenses applicable to the service.
  - Detailed descriptions and cost estimates for each service type offered, including:
    - General approach to providing the service (crew type and number of workers, equipment used, specific methods employed, average acres treated per day, etc.)
    - Hourly rate (fully burdened rate) for each personnel role and expected daily hours
    - Daily rate for each piece of necessary equipment
    - Expected travel expenses including mileage per trip from base of operations to Willow Creek at current federal rate of .70/mi and number of vehicles necessary for the given service as well as expected per diem expenses, if necessary. Note: only current Internal Revenue Service mileage rate will be accepted.
    - Explanation of other expected expenses
3. Two professional references and brief explanation of relationship to contractor.
4. (optional) If proposing post fire restoration services, provide two examples of before/after photos for similar types of projects completed by the contractor.

## EVALUATION AND SELECTION PROCESS

HCRCD will evaluate each proposal to determine the proposer's qualifications. For this project the following evaluation criteria will be considered:

1. Budget (50%)
2. Prior experience and past performance (50%)

### **Budget (50%)**

HCRCD seeks the lowest responsible proposal that implies a realistic and achievable budget without burden to either party.

**Prior Experience and Past Performance (50%)**

HCRCD requires evidence that the contractor has the ability and capacity to successfully perform the Scope of Services. HCRCD will examine whether the firms have done similar work before, and how well they have performed that work. HCRCD considers each firms' performance records and professional reference reviews to help ensure that project dollars go to reliable and capable contractors.

Submissions will be ranked based on the specific criteria in the table below (maximum of 100 points). The precise scope of services and the associated cost of those services will be incorporated into professional services agreements which will be the subject of negotiation between the HCRCD and the successful respondent(s) on an as-needed basis.

**SCORING/SELECTION CRITERIA**

Criteria	Points
Budget (50%)	
Reasonable contractor rate and expenses	40
Meaningful cost control measures	10
Prior Experience and Past Performance (45%)	
Demonstrated competence in the desired qualifications and experience outlined in this RFP (relative to each service type offered)	30
Thoroughness, quality, and responsiveness of submission	10
Quality and relevance of references	10

**SCHEDULE**

The following schedule of events represents the HCRCD's best estimate of the schedule that will be followed with regard to this RFP process. HCRCD reserves the right to modify this tentative schedule as it deems necessary, including extending the deadline for submission of Statements of Proposals.

Date	Event
Monday, June 9, 2025	RFP Issued
5 days before due date	Addendums issued, if necessary, to address contractor questions or provide clarity
Monday, June 23, 2025 (by 5:00 PM)	Completed submissions due to HCRCD: submitted to Katrina

	Henderson, Program Manager, <a href="mailto:foresthealth@hcrd.org">foresthealth@hcrd.org</a>
June 23-37, 2025	Evaluation Process (interviews may be conducted as needed)
Monday, June 30, 2025	Notice of Award.

## QUESTIONS?

*For questions about this RFP, contact:*

Katrina Henderson, Program Manager, [foresthealth@hcrd.org](mailto:foresthealth@hcrd.org), 707-496-4849

## ATTACHMENTS

- Attachment A: General Description of Post Fire Restoration
- Attachment B: Best Management Practices (BMP) for Pile Burning of Cut Debris.
- Attachment C: Insurance Requirements
- Attachment D: Proposal Template (Download Microsoft Word template)

## ATTACHMENT A: GENERAL DESCRIPTION OF POST FIRE RESTORATION

**Goal:** The goal of this project is to support post fire forest recovery, health, and resiliency.

Post fire restoration will be located on private property. Treatment types will vary based on conditions present and location- specific objectives but will generally include removing hazardous vegetation, including brush and small diameter trees, to increase horizontal spacing and eliminate vertical continuity of fuels. Where feasible, vigorous regrowth will be deterred by promoting a closed canopy of healthy overstory trees.

Activities implemented under the project's California Environmental Quality Act (CEQA) exemption will be light touch vegetation treatment. The guidance provided below is intended to strike a balance between achieving project objectives and avoiding significant impact to natural resources. It is understood that additional site-specific decisions will be made by contractors using independent professional judgment or in consultation with HCRCD and, in some cases, forestry consultants.

**Overview:** Post fire restoration would reduce forest density of dead and dying fuels by manual hand thinning and chipping as the primary treatment and lop and scatter or hand piling and burning as a secondary treatment. The third, more minor treatment would involve limbing of the healthy residual tree branches to 10-15 feet from the surface of the forest floor or the top of the existing vegetation, whichever is higher.

**Tools:** Tools used to implement the treatment may include hand tools including axes, Pulaskis, McLeods, weed wrenches, shovels, loppers, and hand and pole saws; and power tools including chainsaws, pole saws, and weed eaters (string and blade trimmers). In order to avoid soil disturbance, no heavy equipment or machinery will be used. Chippers will be operated from road beds or driveways, or other areas as designated as acceptable locations by HCRCD.

**Prescription:** The treatment prescription includes hand thinning of vegetation, shrubs and small diameter trees that are live and/or dead and dying, the diameter limit for removal of trees and brush will be 10" DBH and less. Hazard trees or trees that are dead, dying or diseased of any size class that pose a safety hazard to public safety and/or are within striking distance of structures or critical infrastructure will be assessed for removal and will be removed on a case-by- case basis. No tree with suitable habitat for listed species or with nest structures will be removed without additional California Department of Fish and Wildlife (CDFW) consultation. Emphasis would be placed on eliminating the burned vegetation that has continuity of surface and ladder fuels. Some trees located in the intermediate crown position that show signs of suppression or disease may be removed to break up vertical continuity and to raise the canopy base height, which would reduce the risk of a crown fire. Cut material will be bucked and carried or winched/ long lined to the chipper or into burn piles, then chipped and broadcasted on site where feasible. Under no circumstances would vegetation located

within the ordinary high-water mark or within the historic flood plain of a watercourse be cut and treated.

Remove or chip woody debris up to 10 inches DBH (see Alternative Disposal Methods for exceptions); do not remove existing debris if rotten or embedded in the soil. Logs above 10 inches DBH may be left on site if they are arranged in one layer on the ground (not crisscrossed) and have all limbs removed in order to maximize contact with the ground. If they are left on site, ensure that logs and stumps are oriented to avoid rolling towards the downhill.

Cut trees or brush so that stumps do not exceed 3 inches above the ground (provided no fencing or other metal or rocks are embedded); no branches should be left on stumps. To disrupt ladder fuels, prune branches off all residual trees up to 15 feet off the forest floor as measured from the uphill side. Prune to a lower level if removing limbs to a height of 15 feet might impact the health and growth rate of smaller leave-trees; for conifer species it is recommended not to reduce the live crown ratio below  $\frac{1}{2}$  the height of the tree.

Leave Trees: Larger trees (> 10-inches DBH) will be retained, including live defective trees providing obvious cavities for wildlife use. In order to reduce ladder fuels, woody vegetation within their drip lines shall be removed to the greatest extent feasible and in a manner consistent with the guidance provided in the preceding section on Understory Fuels.

When selecting smaller leave-trees (< 10-inches DBH) in the mid-story or in a stand of smaller trees, consider their health and chance of contributing to the desired conditions of a shaded canopy and/or increasing wildlife habitat value. Retain trees that do not contribute to ladder fuel conditions and that have the most potential to promote the overstory thereby providing shade and inhibiting vigorous growth of brush and seedlings. In general, select trees of tallest height and straightest boles, and that are free from damage due to insects, disease, physical and mechanical causes.

## 1. Disposal

Preferred Disposal Method: The primary means of slash disposal will be chipping. Chipped material must be distributed back into the unit; avoid watercourses or any areas where chips may be transported to watercourses by heavy rains (i.e. road ditches). Where feasible, direct chips downhill to avoid chips washing into ditches unless there is known watercourse downslope. Chips do not need to be distributed uniformly (patchwork mosaic is OK at a depth no greater than 4”), but should not be left in piles unless the landowner states they will utilize them. Chips may not be transported off-site without explicit permission of HCRCD.

Alternative Disposal Methods: In certain circumstances approved by HCRCD, where material generated will be limited and non-continuous, the “lop and scatter” method may be used. Slash must be cut into pieces small enough to maintain a depth less than 12 inches. Avoid accumulation of debris at the base of trees. Tree trunks must be limbed and cut into sections and all cut material should be arranged to



maximize contact with the ground to encourage decomposition. This “lop and scatter” method must not be used within 100 feet of structures such as critical facilities, homes, or outbuildings.

In coordination with HCRCD and Partners, a plan may be made to employ several different methods of disposal for one project area. This may include areas where steep conditions hinder efficient dragging of material for chipping. In this case, “lop and scatter” may be used beyond 25 feet from the road on the downhill side; vegetation and woody debris in the first 25 feet must be chipped or removed.

In instances where other methods are infeasible or due to landowner specifications, contractor may—with explicit permission from HCRCD—be permitted to hand pile slash for burning in a manner consistent with agreed upon Best Management Practices (Attachment B). It is the responsibility of the contractor to burn piles unless explicitly stated otherwise.

## 2. Biological and Natural Resources:

The HCRCD will require that all contractors take an environmental awareness training provided by HCRCD prior to the commencement of implementation. HCRCD will provide more in-depth information regarding biological and natural resources avoidance measures during that training; general measures are below to aid in contractor response to RFP.

**Water Resources:** All ponds, fish-bearing streams, and smaller watercourses containing aquatic life (Class I and Class II watercourses under the California Forest Practice Rules) within an area proposed for treatment will be identified and a 100’ wide buffer strip from the watercourse transition line, as defined under the Forest Practice Rules, will be marked with flagging by HCRCD staff or designee. Within this riparian protection zone, treatment specifications are modified in order to reduce potential negative impacts to aquatic species, while also affording some reduction in the threat of wildfires.

- In order to avoid increasing water temperature, no vegetation that shades the surface of the water from sunlight during any part of the day shall be removed, whether trees, limbs, or brush, with exceptions for public safety.
- Crews will avoid walking in the stream channel or along its banks, except at occasional crossings, or within wet areas.
- No ground-disturbing activities.
- Vegetation removal will be reduced to not more than half the amount of removal outside the RIP and will focus on removing fuels adjacent to the roadways, fuels with the potential to transfer fire into the tree canopy, and to break up the continuity of patches of surface fuels running parallel to the direction of slope. Patches of untreated vegetation will be retained, especially in the immediate vicinity of watercourses.
- No refueling or use of chemicals will be permitted within WLPZ.
- No piling and burning will be permitted within the WLPZ.
- Downed woody material that may provide habitat to amphibians or other species associated with riparian zones will be avoided and left on site.

**Plants & Wildlife:** Avoid areas identified by HCRCD or Partners as likely occupied by threatened and endangered plant and animal species, and other sensitive species. These species shall not be removed, or otherwise adversely affected, within any project area. No cutting or piling will occur within occupied sensitive plant substrate.

**Birds:** To avoid impacts to nesting birds, during the critical period (March 1<sup>st</sup>- August 1<sup>th</sup>), Contractors will be required to complete a training that will assist in identification of potential species that can be found in the project area. In addition, a certified or license responsible party will perform a visual survey of the project area to identify nests will occur prior to beginning work in that area if work is to occur during this critical period.

If an active nest is identified, work will stop within 100 feet and the Contractor will notify HCRCD of the nest's location, the HCRCD will have a certified or license responsible party assess the nest and provide guidance. If a listed species is observed, work will stop and the appropriate agency will be contacted for a consultation.

**Cultural Resources:** Cultural resources are a major resource and will be protected. HCRCD may direct contractor to avoid certain areas in order to protect these resources. If a cultural resource site is discovered within a project area during operations, the following applies:

1. Project activities within 100 feet of the newly discovered cultural resource should be immediately halted until HCRCD staff are contacted and measures are implemented to ensure avoidance of the site. Project activities may continue outside a 100-foot perimeter from the discovery during the identification and avoidance process.
2. If the newly discovered site has been negatively impacted by project operations the HCRCD shall contact an Archaeologist to assist in development of protection measures and any necessary remediation.
3. If the newly discovered site is a Native American Archaeological or tribal cultural resource (defined in CEQA), the HCRCD staff should notify the appropriate Native American tribal group and the Native American Heritage Commission, if appropriate.

**Fueling:** Fueling of chainsaws or refilling fuel containers must be done in a manner that prevents fuel from being dumped on roadways, in the forest, or within 100 feet of watercourses.

**Waste:** Temporary flagging and trash generated by Contractor shall be removed from project site and disposed of properly. No trash will be placed in piles or left at the job site (this includes old chainsaw parts).

**Invasive Species and Disease:** To minimize the risk of introducing or spreading invasive species, sudden oak death, or other invasive soilborne pathogens employ the following practices:

- If feasible, avoid operations during the time of year when transportation of seeds and pathogens is most likely (e.g. when ground is wet and seeds and spores can be picked up in the mud).

- o For more information about invasive plant species visit: <https://www.cal-ipc.org/plants/profiles/>
- o For more information on prevention of sudden oak death visit: <http://www.suddenoakdeath.org/diagnosis-and-management/best-management-practices/>
- o For more information on Port-Orford-cedar root disease review: [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb5332563.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5332563.pdf)
- Inspect and clean equipment and vehicles prior to entry or leaving the project site if the site is known to have sudden oak death.
  - o Equipment inspection and cleaning should take place on a hard-paved or rocked surface as much as is feasible.
  - o Avoid the transport of plant parts, e.g., weed seeds or parts of bay laurel and tanoak to prevent sudden oak death spread.
  - o Use of an air compressor has been shown to be an effective means of cleaning equipment (chainsaws, tracked equipment, chippers, shovels, etc.).
  - o Remove soil and plant debris from boots, clothes, and gloves.
  - o If the site is known to have sudden oak death, consider treating equipment surfaces with sanitizers such as Lysol, 10% bleach solution, 70% isopropyl alcohol solution, or peracetic acid (H<sub>2</sub>O<sub>2</sub>).
    - o Pruned branches or chips generated from bay or tanoak trees shall not be removed from the area.

**Noise:** Hours of operation will be limited to the hours of 6 a.m. to 6 p.m. Monday-Friday, unless specified by HCRCD, to minimize the potential for noise impacts on residences near and within the project area. All equipment used in site preparation will meet or exceed State standards for noise control.

**Exposure to Smoke, Dust and Fumes:** All equipment will conform to California emission standards.

**Fire Prevention:** HCRCD will coordinate with the contractor to stop or reduce work hours during periods of increased predicted fire risk based on local fuel and weather data. Contractor should anticipate work stoppage to occur during Red Flag Warnings or days with Adjective Ratings of Very High or Above.

## ATTACHMENT B: BEST MANAGEMENT PRACTICES (BMP) FOR PILE BURNING OF CUT DEBRIS

### **Purpose**

This document provides Best Management Practices (BMPs) for pile burning of cut debris to be disposed of while implementing the project. The contractor will be required to comply with these BMPs under any contract for the project.

### **Debris Disposal**

For fuel reduction to be effective, the vegetation or debris that is cut must be modified or disposed of. In certain circumstances, HCRCD will determine to use pile burning to dispose of such vegetation. In some circumstances, pile burning will increase the efficiency of the debris removal, though compliance with BMPs is required to reduce potential risks and impacts.

### **Permitting and Smoke Management Plans**

All burn permit requirements for the State of California and County of Humboldt will be followed before any pile burning is implemented. These include a North Coast Unified Air Quality Management District (NCUAQMD) burn permit and if required, a CAL FIRE burn permit. Required permits and Smoke Management Plans will be obtained by HCRCD staff and will be managed and followed by the contractor prior to and during any pile burning, for all parcels in which the pile burning will take place.

#### North Coast Unified Air Quality Management District

Currently, the North Coast Unified Air Quality Management District has two types of pertinent burn permits: a Standard Burn Permit authorizes an individual to burn a maximum of one pile (4' in diameter) at a time of approved materials and a Non-Standard Burn Permit allows the burning of one (1) 10-foot diameter burn pile at a time on a 1-acre property, unless otherwise approved for larger burns (1-10 acres+), multiple piles, or other types of burning such as property development, hazard reduction, prescribed burns, etc. If the pile burning is part of a larger project with multiple piles, parcels or landowners, a Non-Standard Burn Permit is required. The North Coast Unified Air Quality Management District mandates that burned vegetation must be sufficiently dried that it will not negatively impact air quality. For more information on obtaining a Non-Standard Burn Permit, visit: [www.ncuaqmd.org/non-standard-burn-permits](http://www.ncuaqmd.org/non-standard-burn-permits)

A Smoke Management Plan (SMP) may be required depending upon the type, size, or location of the pile burning. SMPs are always required when a burn has the potential to impact nearby sensitive receptors (homes, schools, businesses, roads, etc.). Generally, an SMP is required if the quantity of material to be burned equals or exceeds one acre of material per calendar day. For more information on Smoke Management Plans visit: [www.ncuaqmd.org/smoke-management-plans](http://www.ncuaqmd.org/smoke-management-plans)

If required, an SMP Application must be completed for the entire project scope and must include supporting mapping and the NCUAQMD SMP spreadsheet. SMP's must be submitted at least thirty (30) days prior to burning, to allow for review and approval by the District, which may take longer during the peak prescribed burning periods of the year (September - November and April - June).

Non-Standard Burn Permits should be filled out for each landowner and parcel and submitted with an SMP that accounts for all parcels associated with the project. The requirements and guidelines identified within the approved North Coast Air Quality Management District burn permit must be followed. Please note that requirements may change between issuance of this RFP and project implementation; contractor is required to follow all then-current laws, policies, and NCUAQMD requirements.

#### CAL FIRE Burn Permits

If the project is located in a State Responsibility Area (SRA), a CAL FIRE Burn Permit may be required. These permits are required from May 1st until the end of Fire Season is declared by CAL FIRE (after sufficient rainfall has ended significant risk). CAL FIRE has the following burn permit options:

- LE-6a is required for small residential projects with piles less than 4x4. These can be issued at the time of application (no site visit).
- LE-5 is required for all 'large or hazardous' burn projects. This means projects with piles larger than 4x4 .

LE 5 permits may require a site visit from your local CAL FIRE Battalion Chief to evaluate your project for safety, and set 'precautionary requirements' such as control line specifications and minimum resources. These permits can take up to 10 days to process, and CAL FIRE Staff become less available as fire season progresses. As of 2023, the permitting process has moved online: [burnpermit.fire.ca.gov](https://burnpermit.fire.ca.gov). The local Battalion Chief or CAL FIRE Station can also be contacted for assistance with these permits. Please note that requirements may change between issuance of this RFP and project implementation; contractor is required to follow all then-current laws, policies, and CAL FIRE requirements.

If the project is located in a Local Responsibility Area (LRA) or Federal Responsibility Area (FRA), alternate regulatory requirements may be imposed. Contractor is required to follow all applicable laws and requirements.

#### Project Burn Permit and SMP Management and Implementation

Contractor is responsible for ensuring that the required permits and plans have been obtained before commencing any pile burning. Digitized copies of the pertinent permits and Smoke Management Plans will be shared with the Contractor by HCRCD staff.

After obtaining the required permits and approval of the project SMP, pile burning may commence during Permissive Burn Days only. To determine Burn Day status, call 866-287-6329 (1-866-BURNDAY). Burn hours are from 6:00 a.m. until one hour before sunset. Some Non-Standard permits may also require the responsible party to obtain a Burn Authorization Number from the District prior to ignition. The Burn Authorization Number must be obtained by calling the NCUAQMD the morning that pile burning will be conducted. It is also important to notify the nearest Local Government Fire Agency and CAL FIRE. The Humboldt County Fire Services Web Map can be used to reference the pertinent Local Government Fire Agency. The North Coast Unified Air Quality Management District (NCUAQMD) requires a minimum of 15 days for piles to dry to reduce the toxic smoke associated with burning green materials.

## **Environmental Compliance Considerations**

The HCRCD complies with the CEQA and other environmental laws. This project is categorically exempt from CEQA and a Notice of Exemption (NOE) for the program has been filed by the HCRCD. These treatments will not result in significant or permanent effects on the landscape or in the taking of rare, endangered, or threatened species of plants or animals. Treatments conducted under this exemption do not trigger the requirement for a permit under the County Streamside Management Areas and Wetlands Ordinance when they are routine maintenance activities intended to support, keep, and continue defensible space. Site-specific precautions may be necessary for work within Streamside Management Areas (generally 100 feet from top of bank for perennial streams, 50 feet from intermittent streams) to avoid unintended significant environmental impacts. The project involves a light-touch approach that balances project objectives related to wildfire preparedness with avoiding significant impacts to natural resources.

## **Pile Burn Location**

Burn piles must be located on previously disturbed ground, primarily residential home sites, and road cuts created during the initial logging of the area but may include ground disturbed more recently. Road cuts and other disturbed ground will be identified based on the presence of a linear escarpment with no apparent natural cause on the uphill edge, usually with a fill slope on the downhill edge. Trees on the old driving surface will be younger than the age of last disturbance, generally less than 30" dbh, and stumps of old-growth trees will be absent. Centers of burn piles will be located as near the base of the cut bank as practicable. HCRCD may provide additional pile placement requirements or recommendations.

## **Site Preparation**

Burn piles will be located in advance as crews are working through an area and will be placed so as to minimize damage to retained trees. Pile locations will be inspected for lithic scatter, chips, points, bone or similar resources that may have been washed down onto the disturbed area over the years. If any such material is found, HCRCD will be notified immediately and burn pile preparation will cease. Piles will be ringed and scraped to bare earth to eliminate pile escapes. On slopes, a trench will be installed below the pile to catch potential roll out.

## **Debris Piles**

The objective of pile burning of debris is to reduce the fuels that contribute most to fire spread rate: the smaller, flashier fuels that consist mostly of leaves, twigs and stems less than 1" diameter. Debris should be cut for efficient handling, with large end diameter generally 1 to 3 inches. Larger pieces can be limbed and bucked to maximize ground contact, and oriented parallel to the fall line where feasible or made available for firewood. Piles should be no larger than 10 ft x 10 ft for Non-Standard Burn Permits or 4 ft in diameter for Standard Burn Permits.

## **Burning**

Before vegetation is lit, fire control mitigation must be prepared. This must include either a charged water hose that has the capacity to spray the surrounding area, or handtools and a cut line

down to mineral soil around the fire area. The personnel that are starting the ignition must have communication ability to contact the local fire agency, CAL FIRE, or call 9-1-1 if they are unable to control the fire and it threatens to become a structure fire or wildfire. Ignition accelerants including fuel, oil or other flammables may only be used with explicit permission from HCRCD. With the approval of all of the previous authorities and the explicit permission from the landowner and resident, burning may commence.

Piles are to be hand-fed at a rate that avoids detrimental scorching of the crowns of retained trees. Fuel should not include noxious or poisonous vegetation that could potentially make residents sick. Note that the objective is to reduce fuels to reduce fire hazard and rate of spread. It is not necessary to leave behind a ground surface that is 100% free of flammable debris. Fuel must be strategically loaded to account for the timing necessary to burn down and be able to be extinguished before the end of the work day, or one hour before sunset. The resident/landowner must be given notice of the situation and instruction on how to monitor for unexpected flare-ups and what to do in the case of an escape, or problematic smoke. Consideration should be given to the final condition of the resident's home site and when necessary, ash and charcoal may need to be moved out of the immediate area or spread out.

## ATTACHMENT C: INSURANCE REQUIREMENTS

### HCRCD INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONTRACTOR AGREEMENTS

CONTRACTOR agrees with the DISTRICT that:

1. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the work of this Agreement. CONTRACTOR and any sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.
2. CONTRACTOR waives all claims and recourse against the DISTRICT, including the right to contribution or indemnity for any claims, demands, damages, costs, expenses or liabilities for death or injury to persons or damage to property arising from, growing out of, or in any way connected with or incident to CONTRACTOR'S performance of this contract, except claims arising from the negligence of the DISTRICT, its directors, officers, agents, or employees. CONTRACTOR shall indemnify and hold DISTRICT, the Landowner, its directors, officers, agents, and employees harmless from and against any and all claims, demands, damages, costs expenses, or liabilities from third parties arising from, growing out of, or in any way connected with or incident to CONTRACTOR'S performance of this contract, except claims arising from the negligence of the DISTRICT, its directors, officers, agents, or employees.
3. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees, or subcontractors.
  - 1) Specifically, CONTRACTOR will file with the DISTRICT before beginning work, certificates of insurance and policy endorsements satisfactory to the DISTRICT evidencing:
    - i. Commercial General Liability (CGL) and Loggers Broad Form (LBF). CONTRACTOR shall procure and maintain insurance applicable to third party claims related to performance of the Scope of Work, either through CGL or LBF or a combination of both. Such coverage shall be on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The CGL and LBF insurance shall name and include DISTRICT, and their officers, the Landowner, directors, agents and employees, as Additional Insureds using ISO additional insured endorsement CG 20 10 04 13 or its equivalent, which coverage shall be maintained for the benefit



of the Additional Insureds for a period of one year following completion of the Scope of Work. Additional insured coverage as required in this paragraph shall apply as primary insurance with respect to any other insurance or self-insurance program available to the any of the Additional Insureds.

- ii. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR 's business of not less than \$2,000,000 combined single limit per occurrence.
  - iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 2) If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.
  - 3) Self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, the CONTRACTOR shall provide coverage to reduce or eliminate such self-insured retentions as respects the DISTRICT, the Landowner, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide evidence satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.
  - 4) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.
  - 5) Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII if admitted in the State of California.
  - 6) If any of the required coverages expire during the term of this Agreement, the CONTRACTOR shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the DISTRICT at least ten (10) days prior to the expiration date.
  - 7) In the event CONTRACTOR intends to rely on a subcontractor to provide any or all of the insurance coverage required herein, the subcontractor shall be made a party to the Contractor Agreement via an addendum, for purposes of obligating the subcontractor to comply with the terms of this Section.

4. Any change in the Scope of Work, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the DISTRICT.

5. Permits required by governmental authorities will be obtained by the CONTRACTOR and at the CONTRACTOR's expense, and CONTRACTOR will comply with local, state and federal regulations and statutes including the Cal/OSHA requirements.

6. CONTRACTOR warrants that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".

7. CONTRACTOR warrants that during the performance of this Agreement it shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of any reason covered under law nor unlawfully deny family-care leave, medical care leave, or pregnancy-disability leave. CONTRACTOR further warrants that it will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations thereunder (California Code of regulations, title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing California Code of Regulations Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

8. CONTRACTOR asserts that they are in compliance with California's Drug Free Workplace Act of 1990 and that they will provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition; and
- 2) Establishing a drug-free awareness program to inform employees about all of the following: a) The dangers of drug abuse in the workplace, b) the CONTRACTOR's policy of maintaining a drug-free workplace, c) any available drug counseling, rehabilitation and employee assistance programs, and d) the penalties that may be imposed upon employees for drug abuse violations; and
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) of the act and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

9. CONTRACTOR shall maintain acceptable management systems of financial accounts, documents, and records relating to this Agreement during the term of this Agreement. Such systems shall provide accurate, current and complete disclosure of the financial activity under this Agreement. CONTRACTOR shall retain these records for a minimum of three (3) years following the date of final disbursement by the DISTRICT under this Agreement, regardless of the termination date.

10. CONTRACTOR agrees to allow auditor(s) from the DISTRICT, United States of America, State of California, or their designated representative the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to allow access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. CONTRACTOR agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.

- A. Insurance Notices. Any and all insurance notices required thereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

HCRCDD: Humboldt County Resource Conservation District  
Attention: Jill Demers, Executive Director  
5630 S Broadway St.  
Eureka, CA 95503

Contractor: (Name of Contractor)  
Attention: (Name of Contact Person), (Job Title)  
(Street Address)  
(City), (State) (Zip Code)

ATTACHMENT D: PROPOSAL TEMPLATE  
COVER SHEET

RFP Name: **Manual Post Fire Restoration Services in Willow Creek**

Submission Deadline: Monday, June 23, 2025 (by 5:00 PM)

Email submission as a PDF or submit hardcopy: Katrina Henderson ([foresthealth@hcrd.org](mailto:foresthealth@hcrd.org))

Contractor Name:

Contractor Address:

Contact Person:

Contact Phone Number:

Contact Email Address:

Statement of Availability:

Certification:

I/We have reviewed the Request for Proposals, and I/We can provide insurance certificates that meet the requirements listed in Attachment C prior to execution of a professional services agreement.

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT E: PROPOSAL TEMPLATE

### STATEMENT OF PROPOSAL

Submit a separate form for EACH service type offered. Attachment continuation sheets as needed. Reference the RFP for details to include.

Select **one** service type:

- Post Fire Restoration
- Reforestation

1. Qualifications for selected service type:

2. Description of general approach:

3. Daily cost estimate (add rows as needed). The costs provided should reflect the best available information at the time of the RFP and will be the basis of negotiation if a professional services agreement is offered.:

Cost estimate is based on \_\_\_\_\_ operating hours per day.

Daily Cost Estimate			
<i>Personnel roles:</i>	Quantity	Daily Rate	Cost
<i>Equipment:</i>	Quantity	Daily Rate	Cost
<i>Other Expenses:</i>	Quantity	Rate	Cost
Mileage		.70	
		Grand Total:	\$

ATTACHMENT E: PROPOSAL TEMPLATE  
REFERENCES & PHOTO ATTACHMENTS

<b>Professional Reference 1</b>	
Name, Title & Affiliation	
Contact Phone	
Contact Email	
Brief explanation of relationship	
<b>Professional Reference 2</b>	
Name, Title & Affiliation	
Contact Phone	
Contact Email	
Brief explanation of relationship	

**Post Fire Restoration Photos (optional)**

If proposing post fire restoration services, provide two examples of before/after photos or similar work.

Before	After
Before	After