

# ARRA - Performance Measures El Paso – High-Priority Forest Restoration and Fuels Mitigation

Sub-award Number: G-6702-1 Sub-award Amount: \$428,950

<u>Grant Period</u>: November 1, 2009 through September 30, 2011. All project work, treatment of slash, expenditures, invoicing, and reporting must be completed by September 30, 2011.

Work to be Completed: This grant will cover the costs associated with the El Paso High-Priority Forest Restoration and Fuels Mitigation Project Grant Proposal. The project includes the creation and retention of jobs to conduct mitigation of hazardous fuels along roads within the defined Wildland Urban Interface of the Southwestern Highway 115 Fire Protection District. The ARRA grant sub-recipient is expected to use funding as is described in their proposal. Any variation to the outlined project plan should be discussed with the ARRA project manager, and be documented for approval by the Colorado State Forest Service (CSFS) Principal Investigator and CSU's Office of Sponsored Programs.

#### **Deliverables:**

- Fuels treatment will occur on at least 145 forested acres that are outlined in the proposal. Shaded fuel break work is targeted to occur on at least six miles of roadway, with thinning to occur on an area approximately 200 feet wide (100 feet on each side of the road). The fuel break width and continuity will depend on natural land features and the success of acquiring permissions from the 74+ landowners within the project area.
- During the grant period, at least 3.86 FTE positions will be directly created or retained annually through this
  grant. The jobs duties will consist of project/contract administration, project setup, development of treatment
  plans, negotiation with landowners, fuels thinning, slash hauling and disposal.
- El Paso County or their subcontractor will provide the public outreach, education, and stakeholder coordination necessary for the implementation of project work. This includes coordination with the CSFS, community representatives, fire districts, contractors, and affected landowners regarding project plans and expectations.
- El Paso County will work with the ARRA project manager regularly regarding the treatment plan on individual units, prescriptions, and CSFS operational standards. As implementation occurs or the treatment schedule changes, project status will be shared with the ARRA project manager. Planned and completed treatments will be documented via digital spatial mapping and will be provided to the project manager.

#### **Guidelines and Operational Standards:**

- Sub-recipient and contractor will adhere to all applicable state and federal laws.
- Fuel treatments will meet or exceed CSFS Forest Operation Standards. This includes, but is not limited to, the minimum standards regarding tree selection and spacing, maximum stump heights, and proper slash management procedures (chipping, pile burning, and lop & scatter). Refer to applicable CSFS publications including the "Fuelbreak Guidelines for Forested Subdivisions & Communities", "Creating Wildfire-Defensible Zones", "Landowner Guide to Thinning", and "Gambel Oak Management".
- Treatment will take applicable Best Management Practices into account regarding harvesting, hazardous substances, machinery, noxious weeds, riparian areas, roads/skid trails, and soil erosion. Refer to the "Colorado Forest Stewardship Guidelines: Best Management Practices (BMPs) for Colorado" publication.
- CSFS publications can be found at the following website: http://csfs.colostate.edu/pages/pub-csfs.html

#### **Description of Stand Treatments:**

The treatment will remove all woody vegetation within 10 feet of either edge of selected roadways. Beyond this distance, vegetation density will be gradually reduced to create a shaded fuelbreak, according to prescription plans negotiated with individual landowners. The plans will aim to achieve the specifications of the Colorado State Forest Service in the "Fuelbreak Guidelines for Forested Subdivisions" publication, while respecting landowners' preferences. Specific treatments include:

- Removing all small-diameter evergreens (6" DBH or less)
- Removing all dead, dying, or diseased vegetation.
- Thinning Gambel oak to create clumps separated by space 2.5 times height of brush. Hand-treating Gambel stumps with herbicide to reduce re-growth.
- Burning chips and/or slash at a central site in an air-curtain destructor. Firewood (without beetle infestation) will remain the property of individual landowners, and will be left at the treatment site. Infested wood will be burned.

The treated stand will be a more open, healthy forest. It will preserve the existing mixture of ponderosa pine and gambel oak, but at a lower density that breaks up continuous fuel beds and enhances overall forest health. With more sunlight reaching the forest floor, the treated stand will include more grasses and herbaceous plants.

Treated roadways will have improved visibility, and offer more opportunities for the vehicles of evacuating residents to pass incoming fire apparatus. By removing the heavy fuels from the sides of the roads, it will be less likely that these evacuation routes will be blocked by flame.

#### **Summary of Sub-award Reporting Responsibilities:**

All project sub-recipients must provide reporting to the CSFS on the schedule below.

Reporting	Basis			Primary Recipient(s)	Secondary Recipient(s)
Document	Monthly	Quarterly	Dates		
Payment Reimbursement Requests	Not more than every two weeks	Not less than quarterly		Carol Wood Sponsored Programs Colorado State University Fort Collins, CO 80523-2002 Carol.wood@colostate.edu or fax (970) 491-6147	Bob Bundy Bob.Bundy@ColoState.edu or fax (303) 823-5768  Terrie Craven Terrie.Craven@ColoState.edu
					or fax (970) 491-8438
CSFS-NFPORS	x		COB, first Monday of every month	Terrie Craven Terrie.Craven@ColoState.edu or fax (970) 491-8438	Bob Bundy Bob.Bundy@ColoState.edu or fax (303) 823-5768
ARRA-FTE Calculation		X	COB on: 4/1/10 7/5/10 10/1/10 1/3/11 4/1/11 7/1/11 10/3/11	Terrie Craven  Terrie.Craven@ColoState.edu  or fax (970) 491-8438	Bob Bundy Bob.Bundy@ColoState.edu or fax (303) 823-5768
GPS Shapefile, Before & After photos of completed treatments		Х		Bob Bundy Bob.Bundy@ColoState.edu or fax (303) 823-5768	

#### Payments:

- Project costs will follow the budget included in the proposal. Detailed expenditure documentation will be maintained regarding the use of ARRA program funding. Invoices shall have supporting documentation of how grant funding is used in order to allow for transparency and justify payments. Payment will also be based on the achievement of milestones.
- El Paso County or its designated forestry consultant will be responsible for overseeing and inspecting contractor treatment for payment from El Paso to the contractor.
- CSFS Project manager will approve invoices for reimbursement after ensuring invoice documentation is sufficient, the sub-recipient is on track toward meeting milestones, and treatments meet CSFS standards.

#### Milestone Dates:

- Phase 1 (Winter 2009-2010):
  - o County selects treatment contractor and forestry consultant
  - Develop prescription plans for road treatments
  - All-District community meeting
  - Negotiate with road associations and/or HOAs for permission to treat private roads
  - Develop prescription plans and maintenance/improvement plans for private properties, in preparation for the 2010 work season
- Phase 2 (Spring-Autumn 2010):
  - o Phase 2 begins in spring 2010 after the snow melts and soil is dry enough to support machinery
  - Treat high-risk county road rights of way
  - o Treat private road rights of way that have completed prescription plans
  - o Treat any "early adopter" private properties that have completed prescription plans
  - Burn slash to support the ongoing neighborhood slash collection program
  - Continue organizing neighborhoods for private property mitigation
- Phase 3 (Winter 2010-2011):
  - Mid-term project evaluation and accountability
  - o Organize neighborhoods for 2011 work season
- Phase 4 (Spring-Autumn 2011):
  - Treat private properties with completed prescription plans
  - o Burn slash to support the ongoing neighborhood slash collection program
- Phase 5 (Late Summer 2011):
  - Overall project evaluation
  - o Transition fuelbreak maintenance and improvement to neighborhood groups

Cooperator Signature:	Date:
Scott Campbell	
Assistant Deputy Fire Marshal	
El Paso County Sheriff's Office	
Emergency Services Division	
(719) 575-8400	
(719) 575-8591 fax	
scottcamphell@elnasoco.com	

Cc: Original to ARRA Program Manager

Copies to ARRA Sub-recipient, Partners Involved, and ARRA Project Manager

Document created by:

Bob Bundy, ARRA Project Manager

PROJECT NAME: El Paso - Fox Run/Blecks INSPECTION DATE: 3-25-11
CONTRACTOR: America (15 round) INSPECTING FORESTER: Bob Bury Hatteyn Hadging

PROJECT WORK CAT	
A. PROGRESS:	
Progress (ahead, on schedu	le, slow, no work) on schedule (2 sessions, 1st Jone)
2. Percentage of project compl	
Contractor cutting to boundary	
B. PRESCRIPTION:	
Tree selection (good, accept	able, poor) acceptable I for Rx, discuss with even superiors.
2. Ladder fuels trees and low li	
3. Snag selection, snags in saf	
4. Stump height	<   "
C. INSECT & DISEASE:	
Treatment eradicates mistlet	oe Yes
2. MPB/lps Beetle presence	Yes
3. Beetle tree treatment type, d	one properly Yet
D. BIOMASS:	
Contour log placement / spa	cing N/A
2. Round wood piled properly	NJA
<ol><li>Chipping depth and distribut</li></ol>	on Very good /scattered
4. Wildlife piles construction an	
5. Burn piles construction and	placement N/A
6. Lop and scatter depth and d	stribution N/A
7. Material in Right-Of-Way	NIA
E. BEST MANAGEMENT PRACTICE	3
Weeds (equipment/treatment)	t avoiding)
<ol><li>Damage from access, skiddi</li></ol>	ng, ruts Nove
<ol><li>Adhering to safety requirement</li></ol>	ents / fire precautions
4. Work site left clean	tes
<ol><li>Spills (prevention, cleaning)</li></ol>	None visible (www not preset)
6. Damages to work area / resi	
7. Proper equipment maintenar	nce / location Valence
8. Access/Skid roads meet spe	cs N/A
9. Temporary Roads closed pe	r specs N/A
10. Landings (locations, constru-	ction, size) N/A
	gs, wet meadows Yes
11. Avoid/Protect streams, sprir	gs, wet meadows

\_ Company Representative: \_\_\_\_

(Use back of form for additional comments, sketch maps, notes, etc.)

Inspecting Forester:\_

PROJECT NAME: El Peso 11-y 115 INSPECTION DATE: 3-25-11
CONTRACTOR: El Peso 11-y 115 INSPECTING FORESTER: Bal Bunda

	PROJECT WORK CATEGORIES	STATUS / NOTES
. PROC	GRESS:	
1.	Progress (ahead, on schedule, slow, no work)	ahead - estimate completion by mid-April
2.	Percentage of project complete (acres, slash mang.)	90°/0 +
3.	Contractor cutting to boundaries	Yes
PRES	SCRIPTION:	
1.	Tree selection (good, acceptable, poor)	Good - left screening, longer Pondo
2.	Ladder fuels trees and low limb treatment	Yes-primaly Ogk
3.	Snag selection, snags in safe locations	(2000 - viry few due to setup of project
4.	Stump height	Good 2" or less
. INSE	CT & DISEASE:	
1.	Treatment eradicates mistletoe	N/A
2.	MPB/lps Beetle presence	Not on issue - little it any
3.	Beetle tree treatment type, done properly	N/A
. BIOM	ASS:	The second secon
1.	Contour log placement / spacing	N/A
2.	Round wood piled properly	Yes -very little
3.	Chipping depth and distribution	Very good, tracked/remote chipper spread
4.	Wildlife piles construction and placement	NA
5.	Burn piles construction and placement	N/A
6.	Lop and scatter depth and distribution	NIA
7.	Material in Right-Of-Way	None
BEST	MANAGEMENT PRACTICES:	
1.	Weeds (equipment/treatment avoiding)	Yes
2.	Damage from access, skidding, ruts	No domage
3.	Adhering to safety requirements / fire precautions	Yes - postponed work dury high fre do
4.	Work site left clean	Yes-very even
5.	Spills (prevention, cleaning)	Nore
6.	Damages to work area / residual trees	None
7.	Proper equipment maintenance / location	Ves
8.	Access/Skid roads meet specs	N/A
9.	Temporary Roads closed per specs	N/A
10.	Landings (locations, construction, size)	N/A smill screwood piles left in situ
11.	Avoid/Protect streams, springs, wet meadows	Yes-no streams in last two units
12.	Erosion – proper control / damages	ies - not a significat issue

Inspecting Forester: Roll A Roll Company Representative: Lock Mac
(Use back of form for additional comments, sketch maps, notes, etc.)

PROJECT NAME: El Paso Hay 115 INSPECTION DATE: Jan 19,2011

	PROJECT WORK CATEGÓRIES	STATUS / NOTES
A. PRO	GRESS:	
1.	Progress (ahead, on schedule, slow, no work)	Ahead of schedule
2.	Percentage of project complete (acres, slash mang.)	At least 65 total ques done, >3 done
3.	Contractor cutting to boundaries	Yes
B. PRES	SCRIPTION:	
1.	Tree selection (good, acceptable, poor)	Acceptable
2.	Ladder fuels trees and low limb treatment	Yes
3.	Snag selection, snags in safe locations	N/A none
4.	Stump height	l'or less
C. INSE	CT & DISEASE:	
1.	Treatment eradicates mistletoe	NIA
2.	MPB/lps Beetle presence	None in poject area
3.	Beetle tree treatment type, done properly	NIA
D. BION	MASS:	
1.	Contour log placement / spacing	None
2.	Round wood piled properly	Yes, smill piles in situ.
3.	Chipping depth and distribution	Very good spread / distribution
4.	Wildlife piles construction and placement	N/A
5.	Burn piles construction and placement	N/A
6.	Lop and scatter depth and distribution	None
7.	Material in Right-Of-Way	Nore
E. BEST	MANAGEMENT PRACTICES:	en en la companya de la companya de Gazarra de la companya de la company
1.	Weeds (equipment/treatment avoiding)	No eggs on sile/rods only
2.	Damage from access, skidding, ruts	No
3.	Adhering to safety requirements / fire precautions	Ves
4.	Work site left clean	Yes, guick cleany after days withy
5.	Spills (prevention, cleaning)	None
6.	Damages to work area / residual trees	None
7.	Proper equipment maintenance / location	Yes
8.	Access/Skid roads meet specs	N/A
9.	Temporary Roads closed per specs	N/A
10.	Landings (locations, construction, size)	few / smell
11.	Avoid/Protect streams, springs, wet meadows	is, no wether in unit
12.	Erosion – proper control / damages	No issue
1	LL (meeting specs, what improvements are needed) (1) Stev Henry Ride/Rock Cree och somewhat scattered due to	in. Ruch creek finding up last few acres.

PROJECT NAME: El Paso - Hwy 115 INSPECTION DATE: Oct 21, 2010

CONTRACTOR: Kive Dea Konth Pines INSPECTING FORESTER: Bob Broom

PROJECT WORK CATEGORIES	STATUS / NOTES
A. PROGRESS:	
Progress (ahead, on schedule, slow, no work)	Onschedule
Percentage of project complete (acres, slash mang.)	Early in project = 4 done with project
Contractor cutting to boundaries	ves, 100'+ off road
B. PRESCRIPTION:	
Tree selection (good, acceptable, poor)	Good, mostly understay/ogly
Ladder fuels trees and low limb treatment	Yes, very good
Snag selection, snags in safe locations	None
Stump height	< 3"
C. INSECT & DISEASE:	
Treatment eradicates mistletoe	Yes NIA
MPB/lps Beetle presence	None
Beetle tree treatment type, done properly	NIA
D. BIOMASS:	
Contour log placement / spacing	None
Round wood piled properly	ies
Chipping depth and distribution	Good
Wildlife piles construction and placement	NIA
Burn piles construction and placement	N/A
Lop and scatter depth and distribution	N/A
7. Material in Right-Of-Way	None very clean
E. BEST MANAGEMENT PRACTICES:	
Weeds (equipment/treatment avoiding)	
Damage from access, skidding, ruts	None
Adhering to safety requirements / fire precautions	Yes
Work site left clean	Yes
Spills (prevention, cleaning)	Yes, wois on truck on road for saws/chipper
Damages to work area / residual trees	Noe
7. Proper equipment maintenance / location	Yes
Access/Skid roads meet specs	W/A
Temporary Roads closed per specs	N/A
10. Landings (locations, construction, size)	few
11. Avoid/Protect streams, springs, wet meadows	Yes some treatest schedled in desse oak alogs
	None

Inspecting Forester: \_\_\_\_\_ Company Representative: \_\_\_\_\_ (Use back of form for additional comments, sketch maps, notes, etc.)

PROJECT NAME: El Paso Comy (Mary 115) INSPECTION DATE: August 20, 2010
CONTRACTOR: Kiva Dog / Knothy Pine's INSPECTING FORESTER: Bob Bundy, Irathryn Headgne PROJECT WORK CATEGORIES STATUS / NOTES A. PROGRESS: 1. Progress (ahead, on schedule, slow, no work) Percentage of project complete (acres, slash mang.) 50% of 1st Contractor cutting to boundaries 100-150' 3. off road B. PRESCRIPTION: 1. Tree selection (good, acceptable, poor) hillside thinny Ladder fuels trees and low limb treatment 125 3. Snag selection, snags in safe locations None Stump height 4. or less C. INSECT & DISEASE: Treatment eradicates mistletoe None MPB/lps Beetle presence None 3. Beetle tree treatment type, done properly D. BIOMASS: Contour log placement / spacing None landomes 2. Round wood piled properly YPS. few for 3. Chipping depth and distribution (2000) Wildlife piles construction and placement 4. Burn piles construction and placement 5 Lop and scatter depth and distribution 6. Material in Right-Of-Way Lean no issue E. BEST MANAGEMENT PRACTICES: Weeds (equipment/treatment avoiding) Damage from access, skidding, ruts Yes 3. Adhering to safety requirements / fire precautions Work site left clean 4. Not seen 5. Spills (prevention, cleaning) None Damages to work area / residual trees 6. Proper equipment maintenance / location Yes None 8. Access/Skid roads meet specs Temporary Roads closed per specs Not Smell in situ 10. Landings (locations, construction, size) 11. Avoid/Protect streams, springs, wet meadows None, Non-issue 12. Erosion - proper control / damages OVERALL (meeting specs, what improvements are needed): ERALL (meeting specs, what improvements are needed):
Crew on site, known and I made unscheduled visit to take photos.
Itill side & way down road completed recently, Great open area. Work oppositioning good

(Use back of form for additional comments, sketch maps, notes, etc.)

Company Representative:

Kolut

**Inspecting Forester:** 



# El Paso County Sheriff's Office

## Terry Maketa, Sheriff



November 2, 2010

Colorado State Forest Service ARRA Program Manager: Terrie Craven 3843 West LaPorte Avenue 5060 Campus Delivery Fort Collins, CO 80523-5060

High-Priority Forest Restoration and Fuels Mitigation Project: Application for supplemental funding, and request to reallocate surplus funds from an existing project grant

Dear Ms. Craven,

We have an opportunity to create a new temporary forestry job to perform fuels mitigation in a community that has a Community Wildfire Protection Plan.

The position, representing 0.52 FTE, will supervise an AmeriCorps fire management team from January 8 to July 21, 2010. The team will reduce fuels in 100 acres of Black Forest Regional Park, located in the heart of the Black Forest wildland-urban interface. Fuels reduction is a priority goal of the Black Forest CWPP, which identifies the park as an area of high fire risk.

We estimate this full-time term temporary position will work for 1,040 hours, at an average wage of \$32.53 per hour, for a total fixed cost of \$33,815.

#### **Funding**

To fund most of this position, we are requesting your approval to reallocate a \$22,090 surplus from the SW Hwy. 115 fuels mitigation project. All purchase orders have been issued to complete the approved plan to mitigate 145 acres.

Surplus: SW Hwy. 115 fuels mitigation	Original budget	Actual expenditures
Treatment and slash disposal	\$324,529	\$324,000
Contract Administrator	\$104,421	\$82,860
Project Total	\$428,950	\$406,860
Surplus		\$22,090

After applying this \$22,090 surplus, the remaining cost of this position is \$11,725. We also need to provide the work team with a chipper and expendable supplies (replacement parts for chipper and chainsaws, fuel, etc.), at an estimated cost of \$5,292. To cover both of these costs, we are requesting a supplemental grant of \$17,017 from unallocated ARRA funds.

Funding summary: Black Forest Regional Park fuels mitigation	Reallocated funds: SW Hwy. 115 grant	Supplemental ARRA grant
Team supervisor	\$22,090	\$11,725
Chipper and expendable supplies		\$5,292
Total	\$22,090	\$17,017

Please continue...

Commitment to Excellence

Office of the Sheriff
Law Enforcement Bureau

101 W. Costilla • Colorado Springs, CO 80903
719-520-7155

shr.elpasoco.com

Criminal Justice Center
2739 E. Las Vegas St. • Colorado Springs, CO 80906
719-390-2106

Kent Timmeron - Perks Forester

Kris - mtg, map (shapefiles) for CWPP

(303)502-7601

#### **Project description**

The stands in the park primarily consist of overgrown, mistletoe-infested Ponderosa pine (ranging from thick doghair to mature), mixed with Gambel oak brush. Treatments will remove small-diameter evergreens (6" DBH or less), remove all dead, dying, or diseased vegetation, and thin Gambel oak to create clumps separated by space 2.5 times the height of brush. Treated stands will preserve the existing mixture of Ponderosa pine and Gambel oak, but at a lower density that improves forest health, and increases the safety of nearby neighborhoods.

This proposal meets the requirements of an ARRA High-Priority Forest Restoration and Fuels Mitigation Project, by creating a new forestry job to perform mitigation in a CWPP community.

On behalf of El Paso County, and the citizens of the Black Forest Fire/Rescue Protection District,
I appreciate your consideration of our proposal.

Sincerely,

### [s] Scott Campbell

Scott Campbell
Assistant Deputy Fire Marshal
El Paso County Office of Emergency Management
101 W. Costilla Street, Colorado Springs, CO 80903
(719) 575-8590



#### REQUEST FOR PROPOSALS RFP NO.: 10-033

Sealed proposals for FUELS MITIGATION SERVICES for the El Paso County Sheriff's Office will be received by the Contracts & Procurement Division, 27 East Vermijo Street, 5th Floor, Colorado Springs, CO 80903, UNTIL: 2:00 P.M., THUSDAY, MAY 6, 2010.

A MANDATORY PRE-PROPOSAL CONFERENCE will be held at 10:00 A.M. MONDAY, APRIL 26, 2010, at the Contract & Procurement Division Conference Room, 27 E. Vermijo Ave. 5th Floor, Colorado Springs, Colorado. Questions for discussion at the pre-proposal conference may be submitted to the Procurement Specialist listed below prior to the pre-proposal conference. Questions must be sent by email to joannestone@elpasoco.com.

PLEASE CONTACT THE CONTRACTS & PROCUREMENT DIVISION AT 719-520-6402 FOR A SPECIFICATIONS PACKAGE OR LOG ONTO OUR WEBSITE AT WWW.ELPASOCO.COM TO DOWNLOAD DOCUMENTS

Any questions regarding this proposal should be directed to JoAnne Stone, C.P.P.B. Procurement Specialist, at 719-520-6675, or emailed to: joannestone@elpasoco.com. Do not contact any other individual regarding this solicitation.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposal.

> **BOARD OF COUNTY COMMISSIONERS EL PASO COUNTY** /s/EILEEN GONZALES CONTRACTS MANAGER

**PUBLICATION DATES** FOUNTAIN VALLEY NEWS: APRIL 14, 2010

**APRIL 21, 2010** 

If you are not interested in submitting a proposal for this project or similar projects, please contact the Contracts & Procurement Division at 719-520-6390. We continue to look for opportunities to reduce the costs involved in the solicitation of both bids and proposals for El Paso County. Your cooperation is appreciated.

**RFP NO.**: 10-033 **DATE**: May 6, 2010

## EL PASO COUNTY CONTRACTS AND PROCUREMENT DIVISION

#### STATEMENT OF NO RESPONSE FOR FUELS MITIGATION SERVICES

Mo hovo	declined to reason to the IED for the following reason(s), places should all that each in
vve nave (	declined to respond to the IFB for the following reason(s), please check all that apply:
	We do not offer this service/product.
	Our schedule would not permit us to respond at this time.
	Unable to meet specification(s).
	Insufficient time to respond.
	We are unable to meet bond requirements.
	Remove us from your bidders' list for this commodity or service.
	Other (Please explain):
No. of the	
COMPAN	Y NAME:
PHONE:	
PHONE:	
ADDRESS	
ADDITEO	
CITY /STA	ATE/ ZIP:
	ZED REPRESENTATIVE:
(PRINT/T	YPE NAME)
ALITUODI	ZED CIONATURE
AUTHORI	ZED SIGNATURE:
COMMEN	TS:
COMINIEN	
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# **INSTRUCTIONS**

#### INSTRUCTIONS FOR SUBMITTING PROPOSALS

To be considered, all proposals must be submitted in accordance with these instructions.

NOTE: THE FOLLOWING ARE GENERAL INSTRUCTIONS FOR SUBMITTING PROPOSALS. ADDITIONAL AND/OR CONFLICTING INSTRUCTIONS OUTLINED IN THE GENERAL SPECIFICATIONS IN THIS REQUEST FOR PROPOSAL (RFP) MAY SUPERSEDE THESE INSTRUCTIONS.

#### A. ISSUING OFFICE

This RFP is issued for El Paso County by the Contracts and Procurement Division

#### B. PURPOSE

This RFP is designed to provide prospective firms sufficient information to enable them to prepare and submit proposals for consideration by El Paso County.

#### C. SCOPE

This RFP contains the instructions for submitting proposals, the information to be included in the response and any mandatory requirements which must be met to have the response be eligible for consideration.

#### D. WHO SHOULD RESPOND

El Paso County is hereby contacting prospective firms who are known to do business relevant to this RFP. All interested firms are invited to submit a proposal in accordance with the specifications, procedures, dates and times as set forth herein.

#### E. INQUIRIES

Prospective firms may make written or verbal inquiries concerning this RFP to obtain clarification of the proposal requirements. If specified, a pre-proposal conference or a mandatory pre-proposal conference may be scheduled to clarify information contained within the RFP. All interested firms will be invited to attend at the date and time specified. No inquiries will be accepted after five (5) calendar days before the RFP closing date.

#### F. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL

In the event that it becomes necessary to revise any part of this RFP, an addendum will be provided to each firm who received the original RFP or, if applicable, only to those firms who attended a mandatory pre-proposal conference.

#### G. PROPOSAL SUBMISSION

Your proposal must be received on or before the date shown on the RFP. Firms mailing their proposals must allow sufficient delivery time to ensure receipt of their proposals in the Financial and Contract Services Division on or before the time and date specified. The proposal package should be delivered or mailed to:

## EL PASO COUNTY CONTRACTS AND PROCUREMENT DIVISION 27 EAST VERMIJO 5<sup>TH</sup> FLOOR, COLORADO SPRINGS CO 80903

One (1) proposal clearly marked "ORIGINAL" and the required number of copies requested on the "RESPONSE CHECKLIST" should be submitted in a sealed envelope(s) or container(s) with the name of the proposer's firm clearly shown on the top left hand corner of each envelope. The following information must be clearly shown on the bottom left hand corner of each envelope:

#### "RFP NO.: , PROPOSAL NAME, DUE DATE."

**Note:** Proposals should not be submitted by facsimile machine. Typically, proposals consist of several pages of required documentation. The Procurement Specialist opens the proposals at the specified time, tabulates their completeness and distributes them to members of the Evaluation Committee. Due to time schedules that have been preset with the committee members, it is suggested that the original proposal packages be delivered or mailed to be received as described above.

#### H. LATE PROPOSALS

Late proposals will not be accepted. It is the responsibility of all firms to ensure that the proposal arrives in the office of the Financial and Contract Services Division by, or prior to, the date and time specified in the RFP.

#### I. REJECTION OF PROPOSALS

El Paso County reserves the right to reject any or all proposals received, to waive informalities and minor irregularities, and to accept any portion of a proposal deemed to be in the best interest of El Paso County.

#### J. PROPRIETARY INFORMATION

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be respected in accordance with applicable EI Paso County Procurement Regulations.

#### K. MATERIAL OWNERSHIP

All material submitted regarding the RFP becomes the property of El Paso County and will be returned to the proposing firm at the County's option. El Paso County reserves the right to use any or all ideas presented in reply to this RFP, subject to limitations outlined in (J) Proprietary Information. Disqualification of a RFP does not eliminate this right.

#### L. INCURRING COSTS

El Paso County is not liable for any cost incurred by a firm in developing its proposal unless stated otherwise in the RFP.

#### M. USE BY OTHER JURISDICTIONS

Awarded vendor may elect to extend the resulting contract or price agreement, pricing, terms and conditions to any Colorado political subdivision, but is not obligated to do so.

#### N. RFP CLOSING DATE

All proposals must be received by the date and time specified in the RFP. In the event of an emergency situation (i.e., large snow storm, tornado, etc.), which causes the Board of County Commissioners (BOCC) to close the El Paso County offices, the Financial and Contract Services Division has the authority to reschedule the RFP closing date. All firms will be allowed to resubmit their proposals prior to the new date and time specified.

#### O. INSURANCE

The successful firm will be required to provide any or all of the following insurance coverage at its own expense and maintain such coverage for the duration of the contract:

- Standard Workers' Compensation and Employer's Liability Insurance, including occupational disease, covering all
  employees engaged in the performance of work at the site.
- 2. Comprehensive General Public Liability and Property Damage Insurance:

Bodily Injury: \$150,000 (per person) (each occurrence)
Property Damage: \$600,000 (each occurrence)

Comprehensive Auto Liability and Property Damage Insurance:

| Bodily Injury | \$150,000 (each person) | \$600,000 (each occurrence) | Property Damage | \$600,000 (each occurrence) |

## NOTE: THE COUNTY SHALL BE NAMED AS ADDITIONAL OR CO-INSURED ON THE INSURANCE CERTIFICATE.

If Workers' Compensation insurance is carried by the State Compensation Insurance Fund, evidence of such coverage shall be submitted on a certificate form or, if the insurance is by private carrier, evidence shall be on certificate of insurance. Evidence of coverage shall be submitted to the Financial and Contract Services Division.

 Professional Liability (if applicable) must be commensurate with risks of services provided under the resulting award of contract.

The successful firm shall maintain all insurance and any agreed upon "errors and omissions" insurance for the duration of the contract.

#### P. CONFLICT OF INTEREST

Full disclosure of any and all actual or perceived conflicts of interest must be included with your proposal. Examples of such conflicts of interests include, but are not limited to, vendor/County employee relationship, vendor/public official relationship, vendor's financial interest in the project.

#### Q. EVALUATION PROCESS

#### 1. Committee

An Evaluation Committee comprised of personnel from various El Paso County departments (and, if applicable, other individuals the County chooses to be part of this committee) will evaluate all proposals received in a timely manner for completeness and the firm's stated ability to meet all specifications as outlined in the RFP.

#### 2. Disqualification

Failure by a firm to provide all information requested in the RFP may result in disqualification of the proposal.

#### 3. General Evaluation Criteria

Examples of evaluation criteria by which each firm's submitted proposal will be evaluated are as follows:

- a. Fee Schedule (if requested), including reimbursements
- b. Technical content of the proposal, methodology and approach to the project
- C. Previous background and experience of the firm relevant to this RFP
- d. Experience of staff assigned to this project
- e. Estimated time required for completion of the project
- Location of offices
- g. References, including contact names and phone numbers

Information submitted by the vendor should be in the order as outlined in the RFP Requirements and must clearly address each item. Each item listed in the RFP Requirements will be given a numeric weight and will be evaluated and scored independently by each Evaluation Committee member.

#### 4. Short List

The Evaluation Committee may short list the firms whose proposals are considered to be in the best interest of the County. Those firms may be scheduled for an interview with the committee.

#### 5. Interviews

The purpose of an interview is to gain a better understanding, by all parties, of the work to be performed. Firms selected to be interviewed will be contacted and scheduled, in no particular order, to meet with the Evaluation Committee. A time limit is set for each interview and is precisely adhered to. Interviews will be held during regular working hours. During the interviews, additional general and/or fee information may be requested from each firm. A specific date and time will be required to supply the additional information to the Financial and Contract Services Division. The Financial and Contract Services Division will then submit this information to the Evaluation Committee. Any additional information will become part of the submitted proposal and, subsequently, part of the final contract. The Evaluation Committee will determine based on (1) evaluation of the submitted proposals, (2) any information gathered during the interview process and (3) all additional submitted information, which firm will be contacted to negotiate a contract.

#### 6. Negotiations

The firm selected to negotiate a contract will meet with the Evaluation Committee at a specified date and time. The contract terms and conditions will be reviewed, discussed, negotiated and finalized for recommendation for approval by the BOCC.

In the event a contract cannot be negotiated with the first firm selected, the Evaluation Committee will select a second firm to repeat the negotiation process, and a third firm, if necessary.

#### 7. Recommendation

The objective of the Evaluation Committee will be to recommend the firm whose proposal is most responsive to El Paso County's requirements while staying within the funds budgeted. The specifications within this RFP represent the minimum performance necessary for response by any interested firm.

Upon recommendation by the Evaluation Committee and the Department Head, the contract will be presented to the BOCC at a scheduled public agenda meeting for approval. All required signatures, as well as approval by the Budget Office, must be obtained prior to submittal for approval.

All contractual documentation will become public information, according to C.R.S., Title 24, Article 72, for public (open) records, upon recommendation to the BOCC.

#### R. AWARD

Upon approval by the BOCC and signature by the Chairperson, a Notice of Award will be issued to the successful firm. Any final documentation necessary to complete the contract requirements will be requested at that time (i.e., Performance Bond, original Certificates of Insurance) and the firm will be given ten (10) days from date of the Notice of Award to acknowledge and comply with these requirements.

Failure to comply with the requirements of the Notice of Award may result in the termination of the contract. The contents of the proposal by the successful firm will become a part of the contractual obligation if a Notice of Award action ensues. Failure by the successful firm to accept the obligations specified in a purchase order, contract or similar acquisition instrument shall result in cancellation of the award and loss of any Bid Security. Such firm may be restricted from future solicitations for a minimum period of one (1) year.

Once all required documentation is received, a fully executed copy of the contract will be sent to the successful firm.

# **GENERAL SPECIFICATIONS**

RFP NO.: 10-033 DUE DATE: MAY 6, 2010

## EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION

# GENERAL SPECIFICATIONS FOR FUELS MITIGATION SERVICES

#### 1. PURPOSE

The El Paso County Sheriff's Office Emergency Services Division, in partnership with the Southwest Highway 115 Fire Protection District, is requesting solicitations from the qualified firms for the services for improving the safety of wildfire evacuation routes in the foothill communities south of Cheyenne Mountain.

The SW Hwy. 115 Fire Protection District is often at risk from fires started by essential military training on Fort Carson, its neighbor to the east. The TA 25 Fire evacuation exposed a great risk to the residents of the Hwy. 115 area. Most neighborhoods have only one escape path, along narrow roads congested by roadside vegetation so thick that it brushes both of a vehicle's rear-view mirrors. Fire can easily block these routes, endangering the lives of citizens who are trying to evacuate, and first responders who are trying to work in the area.

The Contractor, along with the County Representative will help the District's Fire Mitigation Committee recruit neighborhood champions, and organize neighborhood Firewise groups. At the completion of this project, the County will support future local thinning/chipping projects.

Fuels treatment will occur on at least 145 forested acres that are outlined in the proposal. Shaded fuel break work is targeted to occur on at least six miles of roadway, with thinning to occur on an area approximately 200 feet wide (100 feet on each side of the road). The fuel break width and continuity will depend on natural land features and the success of acquiring permissions from the 74+ landowners within the project area.

#### 2. BACKGROUND

#### 2.1 Description of stands prior to treatment

The existing stands primarily consist of Ponderosa pine (ranging from doghair to mature), mixed with Gambel oak brush. In treatment area 6 (refer to the table below), this mixture also includes pinon and juniper.

All of the selected stands are dangerously overcrowded. The continuous Ponderosa canopy extends over roadways. The continuous Gambel oak understory creates the potential for extreme fire behavior on the ground, with unlimited opportunities for fire to extend into the canopy.

#### 2.2 Treatment Areas: Areas not in order of priority.

Treatment Areas	Location	Reason for selection	Adjacent landowners	Road miles to be treated
1	Pike Oaks Road (west end)	Evacuation route bottleneck	11	1.5
	Pine Oaks Lane	Evacuation route bottleneck	7	The state of
2	Rock Creek Mesa Road (west end)	Evacuation route bottleneck	30	0.75

?

Mjust SW of #1, some area

RFP 10-033 General Specifications Page 2

2 mg, flat, and half issteef Due Date: MAY 6, 2010 Keeton Ranch Road Evacuation route 1.0 bottleneck Little Turkey Creek Road (0.5 miles to **Evacuation route** 0.75 9 1.0 miles west of Hwy. 115) bottleneck -steep! Henry Ride Heights (from Cala Rojo Evacuation route 8 0.75 Drive to N. Cuerno Verde) bottleneck 6 Rock Creek Canyon Road (west end) **Evacuation route** 10 0.75 bottleneck May Museum RV parking lot Staging 1 (on Rock Creek Canyon Road) Area/Refuge Zone identified in CWPP Convergence of three roads: Evacuation route Old Canon City Road bottleneck 8 Big Rock Lane Rock Creek Lane

Staging

Area/Refuge Zone

identified in CWPP

4

90 homes

6.5 miles

TOTAL:

2.3 APPENDIX A - Project Treatment Areas: Please see APPENDIX A attached in this solicitation for the map.

#### 2.4 List of Properties

Intersection:

Rock Creek Canvon Road and

Old Canon City Road

The properties to be treated have already been selected, according to two criteria:

- a) Evacuation route bottlenecks: These sections of road are so closely overgrown by woody vegetation that they pose a life safety risk to citizens attempting to evacuate, or to firefighters attempting to enter. Fuel reduction along these routes is the number-one priority of the District's Community Wildfire Prevention Plan (CWPP).
- b) Staging Areas/Refuge Zones: The District's CWPP has identified two areas that, with treatment, could serve as staging areas for firefighters or temporary refuge zones for evacuating residents. This is another priority identified in the District's CWPP.
- 3. OBJECTIVES: See APPENDIX B for the examples of the desired outcome of this project.

#### Objective 1: Reduce fuel loads along evacuation routes

The first step of the project will treat approximately 6 miles of selected roads, by removing all woody vegetation within the county right of way (approximately 10 feet from either road edge).

#### Objective 2: Create 200-foot shaded fuel breaks along treated roads

Fuel break Guidelines for Forested Subdivisions recommends that fuel breaks be at least 300 feet wide, and notes that they should be linked with road systems. Due to the small size of many District properties, and the location of some roadways in canyons, the project will aim for a fuel break width of 200 feet. To create these fuel breaks, treatment will be offered to private landowners along the selected high-risk evacuation routes.

Where a fuel break includes a home site, the prescription plan will also include creation or improvement of defensible space around that home, following the guidelines of the Colorado State Forest Service's http://csfs.colostate.edu/pages/pub-csfs.html

#### Objective 3: Create staging areas and refuge zones

According to the recommendations of the District's CWPP, this project will treat the following two areas so they can be used as staging areas or refuge zones:

Due Date: MAY 6, 2010

- May Museum RV parking lot
- Intersection of Rock Creek Canyon Road and Old Canon City Road

#### Objective 4: Organize neighborhoods to maintain and improve the fuelbreaks

Once the fuel breaks have been created, local landowners will be responsible for maintaining them. Thus, a high priority of this project is the organization and support of neighborhood groups who will maintain and improve local mitigation in the long term.

#### 4. SCOPE OF WORK

#### 4.1 Contractor shall perform following services:

- a) Chipper must be able to chip up to 9" diameter, minimum capacity. Chainsaws must be equipped with operational spark arresters.
- b) Thin and remove any dead standing Gambel oak and Ponderosa pine. Thin small diameter Gambel oak brush (3" DBH or less.)
- c) Thinning Gambel oak to create clumps separated by space 2.5 times height of brush. Hand-treating Gambel stumps with herbicide to reduce re-growth.
- d) Removing all small-diameter evergreens (6" DBH or less)
- e) Thin small diameter Ponderosa pine (3" DBH or less) within 5 feet of any "larger" tree.
- f) Limb up remaining trees and brush to a maximum height of 6 feet (maintain at least 70% of the crown.)
- g) Hand thinning and limbing only. (No mastication or hydro axe.)
- h) Stubs are to be cut as close to the ground as possible; less than 3" in height.
- i) Stumps also must be cut as close to the ground as possible; no more than 6" in height.
- j) Limbs and stems will be chipped and scattered on site to a maximum depth of 4". No chips to be scattered in drainages.
- k) Remove all understory brush from drip line of trees.
- Care will be taken to prevent damage to leave trees and brush.
- m) All cuttings, slash, chippings, braches and any residue of work must be properly disposed of every day prior to 19:00. Trash generated by the Contractor will be cleaned up and removed daily.
- Firewood (without beetle infestation) will remain the property of individual landowners, and will be left at the treatment site. Infested wood will be disposed of off site by contractor according to best practices CSFS.

- o) Truck and chipper access allowed in designated units.
- p) Tracks or any soil disturbance must be rehabilitated (as determined by the contracting officer or Wildland Risk Manager.) May include dragging, raking, water bars or mesh blankets. Work will be scheduled when ground is not soaking wet or muddy.
- q) Traffic control is the responsibility of the Contractor, including permits and safety signs.
- r) Contractor is responsible for any damage resulting from his/her activity including buildings and improvements.
- s) Removal will not be marked or painted. (No tree marking, flagging or paint.)
- t) Project boundary will be flagged in hot pink.
- u) Contractor must secure written authorization from individual property owners within the project boundaries, with a specific scope of work per individual property approved by the county prior to work beginning.
- v) The contractor will provide the public outreach, education, and stakeholder coordination necessary for the implementation of project work. This includes coordination with the CSFS, community representatives, fire districts, contractors, and affected landowners regarding project plans and expectations.
- w) Contractor will adhere to all applicable state and federal laws. Contractor must comply with the appropriate local, state and federal OSHA requirements for safety.
- x) Fuel treatments will meet or exceed CSFS Forest Operation Standards. This includes, but is not limited to, the minimum standards regarding tree selection and spacing, maximum stump heights, and proper slash management procedures (chipping, pile burning, and lop & scatter). Refer to applicable CSFS publications including the "Fuelbreak Guidelines for Forested Subdivisions & Communities", "Creating Wildfire-Defensible Zones", "Landowner Guide to Thinning", and "Gambel Oak Management".
- y) Treatment will take applicable Best Management Practices into account regarding harvesting, hazardous substances, machinery, noxious weeds, riparian areas, roads/skid trails, and soil erosion. Refer to the "Colorado Forest Stewardship Guidelines: Best Management Practices (BMPs) for Colorado" publication.
- z) Contractor must be licensed within El Paso County.

#### 4.2 Schedule:

- a) Contractor shall start the project immediately upon the contract award. We anticipate this
  date to be approximately the first week of June 2010.
- b) The entire project must be finished by July 31, 2011. Detailed milestone and schedule must be explained in your proposal.
- c) Propose the typical work days and hours in your proposal.
- d) Change to the project schedule due to weather or other delays may be approved by the County Representative in advance.

#### 4.3 Fee Proposal:

The Fee Proposal should be broken down by the Treatment Areas listed in the Section 2.2 as well as the total cost of the project. Explain your fees in detail for each milestone/activities etc.

#### 4.4 Deliverables

- a) Before and After Pictures:
  - Before pictures are due 10 days before starting any work in the area.
  - · After pictures are due 10 days after completing the work.
- b) Written Agreements with private property owners: Due 10 days before work progresses.
- c) Detailed written treatment plans per individual properties: Signed by property owner and approved by contract manager 10 days before work progresses
- d) Detailed written treatment plan per identified project: 10 days before work progresses
- e) Monthly billing: County will inform the selected vendor on exact format of billing statement upon contract award.

#### 5. RFP GENERAL INFORMATION, PROCESSES AND SUBMISSION REQUIREMENTS

#### 5.1 Inquires

Questions related to this Request for Proposals (RFP) must be directed to JoAnne Stone, C.P.P.B., Procurement Specialist, <u>joannestone@elpasoco.com</u>. All questions shall be submitted in writing. Written responses to those questions shall be published as an addendum after the final questions are due. All final questions are due no later than 10:00 A.M., THURSDAY, APRIL 29, 2010. Answers to the final questions received along with the questions from the pre-proposal meeting will be published as an addendum shortly after April 29<sup>th</sup>. Do not contact any other individual regarding this RFP other than the Procurement Specialists listed above.

#### 5.2 Proposal Preparation

#### A proposal shall contain the following information in the order listed:

- a) Letter of Introduction containing company overview. More detailed company information is requested in the Qualification Statement.
- b) The Response Checklist (form included in this RFP package). This Response Checklist must be included in the proposal and signed by an authorized company representative.
- c) Each Addendum acknowledgement signed for each addendum issued. The Addendum content does not need to be attached, just the acknowledgement page.
- d) Project Plan containing the following at minimum:
  - Detailed Project Plan containing responses to the scope of service.
  - Project approach: Equipment to be used, logistics, planning, scheduling, coordination process with the County and the residents etc.
  - Project milestone/phase with schedule
- e) Qualification Statement.

- f) Copies of requested insurance certificates
- g) Any exception to El Paso County's standard General Services Contract or exception to the any items addressed in this document. If none, please state none.
- h) Fee Proposal submitted in a separate sealed package.

#### 5.3 PROPOSAL PREPARATION AND SUMBISSION

Proposals must be received in the El Paso County Contracts & Procurement Division, 27 East Vermijo, 5<sup>th</sup> Floor, Colorado Springs, Colorado, no later than 2:00 PM, THURSDAY, MAY 6, 2010. E-mailed or faxed responses will not be accepted.

An original and four (4) copies of the Proposal must be mailed or delivered in a sealed envelope to the above stated address and identified as RFP No. 10-033: Fuels Mitigation Services in the bottom left-hand corner of the envelope. Please identify the Original Proposal. It is not necessary to submit each proposal in a separate envelope. All proposals except Fee Proposal may be submitted in one packet containing original, 5 copies, public copy, and a CD.

A "Public Copy" of the proposal should be submitted and identified as "Public Copy". This copy will be available for public inspection and should not contain any information that the proposer deems confidential and proprietary.

Proposers shall also submit one (1) digital version (CD) containing: entire proposal, fee proposal and public copy of the proposal.

An original and four (4) copies of the Fee Proposal must be mailed or delivered to be received at the same time as the proposal documents in a separate sealed envelope and identified as RFP No. 10-033 Fee Proposal: Fuels Mitigation Services in the bottom left-hand corner of the envelope. Please identify the Original Fee Proposal. It is not necessary to submit each fee proposal in a separate envelope. All price proposals may be submitted in one packet.

Proposals shall be signed by an authorized representative of the proposer. Failure to submit the information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. The Contracts & Procurement Division may reject proposals which are substantially incomplete or lack key information.

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP, and (2) are capable of performing quality work to achieve the County's objectives.

#### 5.4 ORAL PRESENTATION/INTERVIEWS

Vendors submitting proposals in response to this RFP may be required to give an oral presentation of their proposal in an interview session with the Evaluation Committee. Additional information may be requested from any firm by the Evaluation Committee prior, during or after the interview for clarification purposes, but in no way will change the original proposal submitted. Interviews are at the option of the Evaluation Committee and may or may not be conducted.

#### 5.5 RFP ESTIMATED TIMETABLE

## NOTE: THE ABOVE DATES ARE APPROXIMATE, ARE NOT BINDING AND ARE SUBJECT TO CHANGE.

RFP NOTICE ADVERTISED	April 14 & April 21, 2010	
MANDATORY PRE-PROPOSAL CONFERENCE	10 AM, Monday, April 26, 2010	
FINAL RFP QUESTIONS DUE	10 AM, Thursday, April 29, 2010	
PROPOSAL DUE DATE	2 PM, Thursday, May 6, 2010	
EVALUATION OF PROPOSALS	Week of May 10 <sup>th</sup> , 2010	
INTERVIEWS (IF APPLICABLE)	Week of May 17 <sup>th</sup> , 2010	
RECOMMENDATION OF AWARD TO BOCC	May 27 or June 3, 2010	

#### 5.6 TERM OF CONTRACT

Issuance of this RFP and receipt of proposals does not commit the County to award a contract. The County reserves the right to postpone opening, to accept or reject any or all proposals received in response to this RFP, or to negotiate with other than the highest ranked proposer should negotiations with the highest ranked proposer be terminated, or to cancel all or any part of this RFP.

Any contract awarded between El Paso County and the successful Contractor(s) will consist of a General Services Contract (a copy of which is included in this RFP package) signed by both parties, this RFP and any addenda, the submitted proposal, all negotiation documents and the resulting Purchase Order and original certificates of insurance.

The initial contract period for project completion will be from the date of contract award to July 31, 2011.

If proposer does not agree with any terms or conditions of the County's standard Contract, the proposer <u>must present its exceptions to the standard contract with its proposal</u>. If no concerns are expressed by proposer, the County shall consider that all terms and conditions of the standard contract will control. El Paso County reserves the right to reject proposals based upon exceptions to its standard contract terms and conditions.

#### 5.7 INSURANCE REQUIREMENTS

For proposal purposes, proposers must submit copies of its certificates of insurance for auto, general liability and workers compensation. The awarded Contractor must provide original certificates prior to commencing services, at its own expense, *naming El Paso County as additional insured and as a certificate holder*, with a thirty (30) day cancellation notice and maintain such coverage for the duration of the contract.

#### 5.8 EVALUATION AND AWARD PROCESS

The Evaluation Committee will evaluate all proposals received for completeness, and the proposer's ability to meet or exceed all specifications as outlined in this RFP. The committee may then short list for interviews the specific firms whose proposals best meet or exceed all of the criteria required. The negotiations and award process will follow the procedures as outlined in the "INSTRUCTIONS FOR SUBMITTING PROPOSALS."

RFP 10-033 General Specifications Page 8

Due Date: MAY 6, 2010

#### 5.9 OVERALL SELECTION CRITERIA

The following factors (not listed in order of priority) will be considered when evaluating each proposal. The County reserves the right to consider other factors not named here in making its decision.

- Project Plan Response
- Financial stability
- Experience
- Completeness and clarity of organizations' proposals to provide services
- Qualifications of agency and staff

Any questions regarding this RFP should be directed to JoAnne Stone, Contracts & Procurement Division by e-mail to joannestone@elpasoco.com

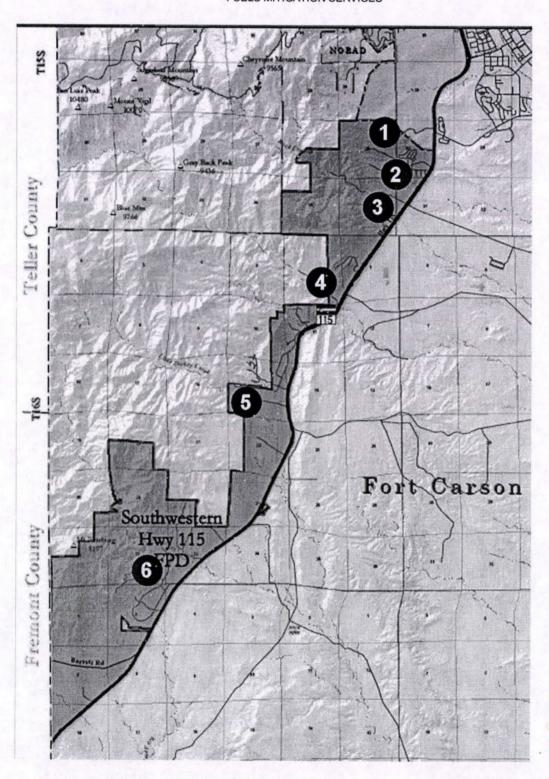
JoAnne Stone

JOANNE STONE, C.P.P.B.
PROCUREMENT SPECIALIST

RFP NO.: 10-033 DUE DATE: MAY 6, 2010

#### EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION

#### APPENDIX A - PROJECT TREATMENT AREAS FOR FUELS MITIGATION SERVICES



RFP NO.: 10-033 DUE DATE: MAY 6, 2010

#### EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION

# APPENDIX B - TREATED OAK BRUSH AND PINE EXAMPLE FOR FUELS MITIGATION SERVICES

#### Previous project examples of treated oak brush and pine:







# DOCUMENTS TO BE RETURNED TO FINANCIAL & CONTRACT SERVICES

RFP NO.: 10-033 DUE DATE: MAY 6, 2010

## EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION

#### RESPONSE CHECKLIST FOR FUELS MITIGATION SERVICES

The firm submitting this proposal is required to submit those items listed below in full as a part of the proposal package.

Failure to submit any of the documents listed below with your proposal, or failure to acknowledge any addendum, or submitting your proposal with any limitation, condition or provision not requested, may be cause for rejection of your proposal.

#### THIS CHECKLIST MUST ACCOMPANY YOUR PROPOSAL PACKAGE

INCLUDED?	ITEMS
	ONE(1) ORIGINAL PROPOSAL CLEARLY MARKED AS "ORIGINAL"
	FOUR (4) COPIES OF THE PROPOSAL CLEARY MARKED AS "COPY"
	ONE (1) PUBLIC COPY OF THE PROPOSAL CLEARLY MARKED AS "PUBLIC COPY"
Ke Hr	ONE(1) CD CONTAINING: ORIGINAL PROPOSAL, PUBLIC COPY OF THE PROPOSAL, FEE PROPOSAL
	ONE (1) ORIGINAL AND FOUR (4) COPIES OF THE FEE PROPOSAL (UNDER SEPARATE ENVELOPE)
	PROPOSAL SHALL CONTAIN THE FOLLOWING IN THE ORDER LISTED:
	LETTER OF INTRODUCTION
	RESPONSE CHECKLIST
	ADDENDUM(S) ACKNOWLEDGED (IF APPLICABLE)
	PROJECT PLAN
	QUALIFICATION STATEMENT
	COPY OF PROFESSIONAL & GENERAL LIABLILTY INSURANCE CERTIFICATE
	EXCEPTION TO THE CONTRACT AND SCOPE OF WORK

PLEASE READ THE "INSTRUCTIONS FOR SUBMITTING PROPOSALS" INCLUDED IN THIS PACKAGE.

TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL	
TITLE	
DATE	
	FAX NUMBER E-MAIL TITLE

RFP NO.: 10-033 DUE DATE: MAY 6, 2010

## EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION

#### QUALIFICATION STATEMENT FOR FUELS MITIGATION SERVICES

This statement will provide information which will enable the County to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents.

(PRINT)	
FIRM NAME:	
ADDRESS:	
CITY STATE ZIP:	
AUTHORIZED REPRESENTATIVE:	
TITLE:	
AUTHORIZED SIGNATURE:	
PHONE:	FAX:
1. TYPE OF BUSINESS  CORPORATION INDIVIDUAL PARTNERSHIP JOINT VENTURE OTHER:	2. TYPE OF LICENSE & LOCATION
3. TYPE OF PRODUCT OR SERVICE TO BE	
PROVIDED FOR RFP:	
4. NUMBER OF YEARS IN BUSINESS:	
5. ON A SEPARATE SHEET PROVIDE A BRIEF H AND EXPERIENCE. SUBMIT A RESUME FOR KEY PERSONNEL ASSIGNED TO THIS PROJE	THE PROJECT MANAGER AND EACH
6. WHAT OTHER NAME(S) HAS YOUR COMPANY	
7. HAVE YOU OR YOUR FIRM EVER FAILED TO YOU? YES NO IF "YES",	COMPLETE ANY WORK AWARDED TO EXPLAIN:
8. HAS ANY OFFICER OR PARTNER OF YOUR OF PARTNER OF ANOTHER ORGANIZATION CONTRACT WITHIN THE LAST FIVE (5) YEAR IF "YES", EXPLAIN:	THAT FAILED TO COMPLETE A
9. HAS YOUR FIRM OR ANY PARTNERS OR OFF BANKRUPTCY ACTION? YES	FICERS EVER BEEN INVOLVED IN ANY IO IF "YES", EXPLAIN:
10. ARE YOU PRESENTLY INVOLVED IN ANY LIT GOVERNMENT AGENCY? YES N KIND, PLAINTIFF, DEFENDANT, ETC., AND S	O IF "YES", EXPLAIN TYPE,
11. BANK REFERENCE:	

RFP 10-033 Qualification Statement Page 2

AD	DRESS:	
	ONTACT:	PHONE:
12. LIS	T THREE	(3) SIMILAR PROGRAMS (LOCAL OR STATE-WIDE) FROM LAST FIVE (5)
		IDE LOCATION OF PROGRAM, CONTACT NAME, ADDRESS, TELEPHONE
NU	MBER, SIZ	E OF PROJECT (CONTRACT AMOUNT):
TON		INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.
1.		of Program:
	Contact	
	Telepho	ne Number and e-mail address:
	Size of F	Program:
2.	Location	of Program:
	Contact	Name:
	Telepho	ne Number and e-mail address:
	Size of F	Program:
3.		of Program:
	Contact	
	Telepho	ne Number and e-mail address:
		Program:
13. LI	ST CURRE	NT SIMILAR PROGRAMS (LOCAL OR STATE-WIDE) UNDER CONTRACT-
		CATION OF PROGRAM, CONTACT NAME, ADDRESS, TELEPHONE
N	JMBER, SI	ZE OF PROGRAM (CONTRACT AMOUNT).
		ED INFORMATION ON THESE PROGRAMS MAY ALSO BE REQUESTED IN THE RFP ACKAGE.
1.		of Program:
	Contact	
		ne Number and e-mail address:
		Program:
2.		of Program:
	Contact	
		ne Number and e-mail address:
	Size of I	Program:
3.	Location	of Program:
	Contact	Name:
	Telepho	ne Number and e-mail address:
	Size of I	Program:
14.	LIST OF SI	JB-CONTRACTORS TO BE USED FOR THIS PROGRAM:
	(INCLUDE	NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)
1.	Name:	
	Address	
	Telepho	ne Number:
	Type of	Work:
2.	Name:	
	Address	
	Telepho	ne Number:
	Type of	
3.		
0.	Address	
		ne Number:
	Type of	
IE AD		INFORMATION IS PROVIDED ON A SERABATE SHEET FOR ANY OF THE

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

# **DOCUMENTATION FOR REVIEW**

# El Paso County Public Services Department Contracts and Procurement Division

#### GENERAL SERVICES CONTRACT

SUBJECT MATTER:	
COUNTY DEPARTMENT:	
CONTRACTOR:	NAME ADDRESS CITY, STATE, ZIP TELEPHONE NUMBER FAX NUMBER

THIS CONTRACT, entered into on the date set forth below, is made by and between the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO ("COUNTY") and \_\_\_\_\_\_\_CONTRACTOR").

WHEREAS, the COUNTY desires to purchase and receive from CONTRACTOR the services described in APPENDICES A, B & C; and

WHEREAS, CONTRACTOR is an entity qualified and able to provide the type of services required by the COUNTY; and

WHEREAS, the parties to this CONTRACT desire to reduce to written terms the manner and conditions under which these services will be provided and compensated.

NOW, THEREFORE, in consideration of the above, and in accordance with the mutual terms, conditions, requirements and obligations set forth in this CONTRACT, the COUNTY and CONTRACTOR agree as follows:

#### SECTION 1. SERVICES

CONTRACT NUMBER:

EFFECTIVE DATE: EXPIRATION DATE:

The COUNTY agrees to retain CONTRACTOR to perform the services described in <u>Appendices A, B & C</u>. CONTRACTOR agrees to provide those services in accordance with the provisions of this CONTRACT.

#### SECTION 2. CONTRACTOR'S RESPONSIBILITIES

- 2.1 The scope of services to be performed by **CONTRACTOR** is set forth in <u>Appendices A & B</u> attached to this **CONTRACT** and incorporated by reference.
- 2.2 All issues or questions of CONTRACTOR about this CONTRACT arising during the term of this CONTRACT shall be addressed to the designated County Representative identified in Section 3 below.
- 2.3 CONTRACTOR shall attend meetings and submit reports, plans, drawings and specifications as required in <a href="Appendices A">Appendices A</a>
  <a href="B">& B</a>
  and shall be reasonably available to the County Representative to respond to any issues that may arise during the term of this CONTRACT.</a>
- 2.4 All employees, agents, representatives and sub-contractors of CONTRACTOR who will have significant responsibility for performance under this CONTRACT shall be identified to and be subject to approval by the County Representative prior to the commencement of any work by these individuals.
- 2.5 All governmental permits or licenses specified in <u>Appendices A & B</u> to be acquired by **CONTRACTOR** shall be obtained by **CONTRACTOR** in a prompt and legally sufficient manner and at **CONTRACTOR**'S own expense. Upon demand by the **COUNTY**, **CONTRACTOR** shall provide the **COUNTY** with evidence of the permits or licenses.
- 2.6 All services to be performed under this CONTRACT by CONTRACTOR shall be performed in accordance with generally recognized professional practices and standards of CONTRACTOR'S profession and to the reasonable satisfaction of the COUNTY.
- 2.7 CONTRACTOR represents, warrants and covenants that the prices, charges and/or fees set forth in this CONTRACT (on the whole) are at least as favorable as the prices, charges and/or fees CONTRACTOR charges (on the whole) to other of

CONTRACT NO.: SUBJECT:

its customers or clients for the same or substantially similar products or services provided under the same or substantially similar circumstances, terms and conditions.

2.8 If CONTRACTOR agrees or contracts with other customers or clients similarly situated during the term of this CONTRACT, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to the COUNTY with respect to the products or services hereunder to the most favorable rates received by those other customers or clients.

#### SECTION 3. COUNTY'S RESPONSIBILITIES

- 3.1 The COUNTY agrees to compensate CONTRACTOR as set forth in Section 5 below for services rendered in accordance with this CONTRACT.
- 3.2 The County's Representative is (NAME, TITLE, TELEPHONE NUMBER). The County Representative shall have authority to transmit instructions, receive information and documents and resolve any issues arising out of the performance of this CONTRACT. The County Representative shall provide CONTRACTOR with the identity of an alternate contact person in the event the County Representative is unavailable to respond to CONTRACTOR'S inquiries.

#### SECTION 4. TIME OF PERFORMANCE AND DELAY

CONTRACTOR'S time of performance shall commence as of the effective date of this CONTRACT, and shall remain in effect unless otherwise terminated in accordance with Section 13 below, or until the expiration date specified on the first page of this CONTRACT, whichever comes first.

#### SECTION 5. COMPENSATION

5.1 The COUNTY agrees to pay CONTRACTOR for the complete and satisfactory performance of services under this CONTRACT in the following amount and per the following payment schedule:

\$
AMOUNT SPELLED OUT) DOLLARS AND 00/100
PURCHASE ORDER #

The amount and terms of compensation referenced above shall not be modified except in accordance with Section 19 below.

- 5.2 CONTRACTOR shall provide the COUNTY written evidence of services actually performed, and at the COUNTY'S request, shall itemize all hourly labor expenses and direct expenses incurred by CONTRACTOR.
- If the County Representative determines that CONTRACTOR is not making sufficient progress or is performing unsatisfactory work under this CONTRACT, the County Representative may protest CONTRACTOR'S written invoice or statement by providing written notice to CONTRACTOR within ten (10) days following receipt of the invoice or statement. The written notice shall identify the nature of the problem and request an appropriate remedial action by CONTRACTOR. CONTRACTOR shall either correct the problem and advise the County Representative of the correction, or shall provide a detailed written response to the notice within ten (10) days following receipt of the COUNTY'S notice. If the resolution of the problem cannot be achieved, the dispute will be resolved in accordance with Section 12 below. During the term of any dispute resolution, payment of CONTRACTOR'S invoice or statement may be withheld by the COUNTY.
- Unless otherwise agreed upon in writing by the **COUNTY**, **CONTRACTOR** shall be solely responsible for compensation of third parties, including subcontractors, consultants and suppliers, which are retained at the request of **CONTRACTOR** to perform this **CONTRACT**. Such third parties shall not be considered third-party beneficiaries to this **CONTRACT**.
- No payment made under this CONTRACT shall be conclusive evidence of the performance of this CONTRACT, either in whole or in part, and no payment, including final payment, shall be construed to be a consent on the part of the COUNTY to accept unsatisfactory or deficient work.

#### SECTION 6. FUNDING AVAILABILITY

- 6.1 On or about December 10, 2009, the Board of County Commissioners of El Paso County, Colorado appropriated adequate funds to pay for services rendered in accordance with this CONTRACT for fiscal year 2010. This amount is equal to or in excess of the contract amount of this CONTRACT.
- 6.2 Financial obligations of the COUNTY payable after the current fiscal year are contingent on appropriation or budgeting of funds for those obligations. Should the performance of this CONTRACT continue past the current fiscal year, the COUNTY shall notify CONTRACTOR in writing that sufficient funds are available for continuance of CONTRACTOR'S performance under this CONTRACT into the new fiscal year. Unless CONTRACTOR is notified in writing of availability of

(Rev. 11/08)

CONTRACT NO.: SUBJECT:

funds prior to the end of the current fiscal year, CONTRACTOR shall not commence any work in the new fiscal year for which a new appropriation is required to make payment.

Any renewal of this CONTRACT is contingent upon available funding and satisfactory performance by the CONTRACTOR, as determined by the COUNTY. It shall be the CONTRACTOR'S responsibility to provide the COUNTY representative (with a copy to the Contracts and Procurement Division) all requested CONTRACT changes and/or price adjustments at least 120 days prior to the expiration of the CONTRACT or CONTRACT renewal date. After review by the COUNTY of the CONTRACTOR'S requested changes or price adjustments, the COUNTY will enter into negotiations with the CONTRACTOR to determine if the requested contract changes and/or price adjustments are acceptable to the COUNTY. Negotiations must be completed 90 days prior to expiration of the CONTRACT or CONTRACT renewal date. Failure of the COUNTY and the CONTRACTOR to agree upon the terms and conditions for the renewal may result in resolicitation of the goods or services covered by the original CONTRACT. Continued performance by the CONTRACTOR outside of the CONTRACT term will be at the CONTRACTOR'S risk.

#### SECTION 7. INDEPENDENT CONTRACTOR

COUNTY for the ultimate results of its actions, but shall not be subject to the direct supervision and control of the COUNTY, except as otherwise provided herein. Neither CONTRACTOR nor any agent, employee, or servant of CONTRACTOR shall be or shall be deemed to be an employee, agent or servant of the COUNTY. CONTRACTOR shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and the subcontractors, during the performance of this CONTRACT.

#### SECTION 8. INSURANCE

8.1 During the entire term of this CONTRACT, CONTRACTOR shall maintain, at its own expense, insurance in the following minimum amounts and classification:

#### LIMITS OF LIABILITY

Workmen's Compensation/Employer's Liability

AS REQUIRED BY STATUTE

Commercial General liability (including blanket contractual liability insurance)

Bodily injury

\$150,000 each person \$600,000 each occurrence

Property Damage

\$600,000

Comprehensive Automobile Liability

Bodily Injury

\$150,000 each person \$600,000 each occurrence

Property Damage

\$600,000

Professional Liability (if applicable)

Commensurate with risks of services provided under this Agreement

8.2 CONTRACTOR shall furnish certificates of such insurance to the County Contracts and Procurement Director ("DIRECTOR") prior to the performance of this CONTRACT. The COUNTY shall be named as an additional insured on all policies of liability insurance.

#### SECTION 9. INDEMNIFICATION

To the extent authorized by law, the CONTRACTOR shall defend, indemnify and hold the COUNTY free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and Court awards including costs, expenses and attorneys' fees, on account of injuries to or death or any person or persons or damage to any property arising out of or related to the CONTRACTOR'S intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, during the performance of this contract and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the COUNTY pursuant to the Colorado governmental Immunity Act or otherwise provided by law.

#### SECTION 10. AUDIT AND INSPECTION

10.1 CONTRACTOR shall at all times during the term of this CONTRACT maintain such books and records as shall sufficiently and properly reflect all direct costs of any nature in the performance of this CONTRACT, and shall utilize such

(Rev. 11/08)

CONTRACT NO.: SUBJECT:

bookkeeping procedures and practices as will reflect these costs. Books and records shall be subject, at any reasonable time, to inspection, audit or copying by Federal, State or County personnel, or such independent auditors or accountants as are designated by the **COUNTY**.

10.2 CONTRACTOR shall permit the County Representative or other authorized Federal, State or County personnel, at any reasonable time, to inspect, transcribe or copy any and all data, notes, records, documents and files of the work CONTRACTOR is performing in relation to this CONTRACT.

#### SECTION 11. OWNERSHIP

- All data, plans, reports, notes and documents provided to or prepared by CONTRACTOR in performance of this Agreement shall become the property of the COUNTY upon payment of services rendered by CONTRACTOR, and shall be delivered to the County Representative.
- 11.2 Except as provided in Section 10 above, all such documents shall remain confidential and shall not be made available by CONTRACTOR to any individual or entity without the consent of the County Representative.
- 11.3 If the CONTRACTOR deems any documents submitted by CONTRACTOR to the COUNTY under this CONTRACT confidential business data, trade secrets, or data not otherwise subject to public disclosure, CONTRACTOR shall clearly mark the documents as "Confidential" prior to delivering or making them available to the COUNTY. If the COUNTY receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the CONTRACTOR of such request; provided, however, that if any action is commenced against the COUNTY under the Colorado Public (Open) Records Act or otherwise seeking to compel production or disclosure of the documents, CONTRACTOR or any other person asserting the confidentiality privilege of such documents shall immediately intervene in such action, and whether or not such intervention is permitted, shall defend, indemnify and hold COUNTY harmless from any costs, damages, penalties or other consequences of COUNTY'S refusal to disclose or produce such documents.

#### **SECTION 12. DISPUTES**

Any dispute concerning the performance of this **CONTRACT** which is not resolved by mutual agreement of the parties shall be resolved by an independent committee under the direction of the **DIRECTOR**. The disputing party must provide written notice to the **DIRECTOR** within fifteen (15) working days from the date the dispute was known or should have been known. The written notice must provide the following information: 1) contract number; 2) cause of the dispute; 3) contract language in dispute, if any: 4) amount of dollars in controversy, if any.

Within five (5) working days following receipt of the written notice, a meeting with the County Representative, **CONTRACTOR** and the independent committee will be scheduled. In the event additional meetings are required, a maximum of three (3) meetings will be held over the course of a ten (10) day period. In the event the dispute cannot be resolved after the third meeting, a final statement will be issued by the independent committee and delivered to the parties within ten (10) days of the final meeting.

12.2 CONTRACTOR shall not cease performance of this CONTRACT during the term of the dispute resolution process unless the parties mutually agree in writing that performance may be suspended.

#### **SECTION 13. SUSPENSION AND TERMINATION**

- Without terminating this CONTRACT, the COUNTY may suspend CONTRACTOR'S services following written notice to CONTRACTOR. Within five (5) days following receipt of such notice, CONTRACTOR shall have completed all reasonable measures to cease its services in an orderly manner. CONTRACTOR shall be paid for all reasonable costs incurred and for services rendered through the date services were suspended, but in no case no later than five (5) days after CONTRACTOR'S receipt of suspension. If resumption of CONTRACTOR'S services requires any waiver or change in this CONTRACT, the parties must mutually agree to such waiver or change in writing and the writing must be attached as an addendum to this CONTRACT.
- The COUNTY shall have the right to terminate this CONTRACT, in whole or in part, at any time during the course of performance by providing written notice to CONTRACTOR. Within ten (10) days following receipt of such notice, CONTRACTOR shall have completed all reasonable measures to cease its services in an orderly manner. If a new contractor is retained to complete the services, CONTRACTOR will cooperate fully with the COUNTY in preparing the new contractor to take over completion of the services. CONTRACTOR will be paid for all reasonable costs incurred and for services rendered through the date of termination of this CONTRACT, but in no case will CONTRACTOR be paid for services rendered later than the date of termination.

#### SECTION 14. COMPLIANCE WITH LAWS

At all times during the performance of this CONTRACT, CONTRACTOR shall strictly observe and conform to all applicable federal, state and local laws, rules, regulations and orders that have been or may hereafter be established.

CONTRACT NO.: SUBJECT:

14.1 Federal Immigration Law Compliance: The CONTRACTOR certifies that the CONTRACTOR has complied with the United States Immigration and Control Act of 1986. All persons employed by the CONTRACTOR for performance of this CONTRACT have completed and signed Form I-9 verifying their identities and authorization for employment.

illegal Aliens: Public Contracts for Services. CRS 8-17.5-101 and 102, and Public Law 208, 104<sup>th</sup> Congress, as amended and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended.

CONTRACTOR certifies that the CONTRACTOR shall comply with the provisions of CRS 8-17.5-101 et seq. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this CONTRACT. CONTRACTOR represents, warrants, and agrees that it (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The CONTRACTOR shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the CONTRACTOR fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the COUNTY may terminate this contract for breach and the CONTRACTOR shall be liable for actual and consequential damages to the COUNTY.

#### 14.2 Compliance with Colorado Constitution Article XXVIII:

**CONTRACTOR** agrees, for the duration of this **CONTRACT** and for two (2) years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the **CONTRACTOR** or on behalf of his or her immediate family members and for the benefit of any political party or of any candidate for any elected office of the state or any of its political subdivisions.

If this CONTRACT relates to a ballot issue of the State of Colorado or any of its political subdivisions, CONTRACTOR certifies that CONTRACTOR has not made or caused to be made any contribution intended to promote or influence the result of the election on said ballot issue.

The parties hereby agree that if the **CONTRACTOR** intentionally violates Section 15 or Section 17(2) of Colorado Constitution Article XXVIII, as embodied in this Section 14.2, then as contractual damages, **CONTRACTOR** shall be ineligible to hold any sole source government contract, or public employment with the State of Colorado or any of its political subdivisions, for three (3) years. The parties acknowledge that the governor may temporarily suspend any remedy under this paragraph during a declared state of emergency.

#### **SECTION 15. NON-DISCRIMINATION**

CONTRACTOR shall not hire, discharge, transfer, promote or demote, or in any manner discriminate against any person otherwise qualified and capable because of race, color, sex, marital status, age, religion, disability or national origin. CONTRACTOR agrees to comply with all applicable Federal and State statutes and regulations concerning non-discrimination.

#### SECTION 16. APPLICABLE LAW

The laws, rules and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation and execution of this **CONTRACT**. The parties to this **CONTRACT** understand and agree that, in the event of any litigation which may arise between the parties under this **CONTRACT**, jurisdiction and venue shall lie in the Fourth Judicial District of El Paso County, Colorado.

#### SECTION 17. RIGHTS OF THIRD PARTIES

This CONTRACT does not and shall not be deemed to confer on any third party the right to the performance or proceeds under this CONTRACT, to claim any damages or to bring any legal action or other proceeding against the COUNTY or CONTRACTOR for any breach or other failure to perform this CONTRACT.

#### SECTION 18. ASSIGNMENT/SUBCONTRACTS

CONTRACTOR shall not assign its interest in this CONTRACT or subcontract any of the work to be performed under this CONTRACT without the written consent of the COUNTY.

#### **SECTION 19. CHANGES OR MODIFICATIONS**

- 19.1 No modification, amendment, notation, change or other alteration of this CONTRACT shall be valid unless mutually agreed by the parties in writing and executed as an addendum to this CONTRACT.
- 19.2 No change order resulting in an increase to the contract price set forth in Section 5 above shall be executed or effective unless the increase is approved by the appropriate County official(s) and the additional funds have been appropriated or otherwise made available. CONTRACTOR shall prepare a cost calculation for the additional costs and submit it to the

CONTRACT NO .: SUBJECT:

> County Representative prior to approval of any change order. The County Representative then will arrange for a change order, confirming with CONTRACTOR that funds have been appropriated or made available to cover the additional costs.

#### **SECTION 20. SEVERABILITY**

If any section, subsection, clause or phrase of this CONTRACT is, for any reason, held to be invalid, such holding shall not affect the validity of the remaining portions of this CONTRACT.

#### SECTION 21. CONFLICT OF TERMS IN THE CONTRACT DOCUMENTS

In the event there is found any conflict in any of the terms between the COUNTY'S contract documents and the CONTRACTOR'S contract documents, the parties understand and agree that the terms contained in the COUNTY'S contract documents shall be controlling and shall take precedence over any conflicting terms found in the contract documents.

Further, if there are any conflicting terms as between the COUNTY'S contract and the COUNTY'S Purchase Order or any other COUNTY documents which are included as a part of the contract documents, those terms which the COUNTY deems most favorable toward the protection of the COUNTY and the goals of the CONTRACT shall be deemed to control and take precedence over any conflicting contract terms. The conflicting contract terms may be deleted at the COUNTY'S sole discretion.

In the event that one of the COUNTY'S contract documents contains a word, statement, or clause which is not contained in any other of the COUNTY'S contract documents nor in those of the CONTRACTOR'S contract documents, the parties understand and agree that such word, statement or clause shall be included as a part of the contract terms at the sole discretion of the COUNTY.

Finally, in the event that there is found in the CONTRACTOR'S contract documents a word, statement or clause not contained in the COUNTY'S contract documents and which the COUNTY, in its sole discretion, wishes to delete from the contract terms, the parties understand and agree that the COUNTY shall have the discretion to include or delete such word, statement or clause from the contract terms.

#### **SECTION 22. ENTIRE CONTRACT**

This CONTRACT, including attached Appendices, constitutes the entire understanding of the parties. At the time of execution of this CONTRACT, there are no other terms, conditions, requirements or obligations affecting this CONTRACT which are not specifically set forth herein.

**COUNTY CLERK & RECORDER** 

SECTION	23. APPENDICES				
The follow	ving appendices are a	ttached to and made a part of th	is CONTRACT:		
		IFB/RFP NO.: COMPANY'S RESPONSE INSURANCE CERTIFICATI	ES		
IN WITNE 2010.	SS WHEREOF, the p	parties hereto have executed this	s CONTRACT on the day of,		
BOARD OF COUNTY COMMISSIONERS EL PASO COUNTY, COLORADO			(NAME OF COMPANY) (NAME OF AUTHORIZED REPRESENTATIVE)		
BY:			BY:		
CHAIR			AUTHORIZED REPRESENTATIVE		
ATTEST:			APPROVED AS TO FORM:		
BY:			BY:		

OFFICE OF THE COUNTY ATTORNEY



## El Paso County Sheriff's Office Terry Maketa, Sheriff



October 27, 2010

Colorado State Forest Service ARRA Program Manager: Terrie Craven 3843 West LaPorte Avenue 5060 Campus Delivery Fort Collins, CO 80523-5060

Request to reallocate surplus funds from an existing High-Priority Forest Restoration and Fuels Mitigation Project grant

Dear Ms. Craven, and Mr. Bundy

We have an opportunity to create a new temporary forestry job to perform fuels mitigation in a community that has a Community Wildfire Protection Plan.

The position, representing 0.52 FTE, will supervise an AmeriCorps fire management team from January 8 to July 21, 2010. The team will reduce fuels in 100 acres of Black Forest Regional Park, located in the heart of the Black Forest wildland-urban interface. Fuels reduction is a priority goal of the Black Forest CWPP, which identifies the park as an area of high fire risk.

This full-time term temporary position will work for a total of 1,040 hours, at an average wage of \$32.53 per hour, for a total cost of \$33,815 (no benefits are included). To fund most of this position, we are requesting your approval to reallocate a projected \$22,090 surplus from the SW Hwy. 115 fuels mitigation project. To fund the remaining cost of this position, and to provide meals for the team, we have requested a supplemental grant of \$17,017 from unallocated ARRA funds (see accompanying request).

The stands in the park primarily consist of overgrown, mistletoe-infested Ponderosa pine (ranging from thick doghair to mature), mixed with Gambel oak brush. Treatments will remove small-diameter evergreens (6" DBH or less), remove all dead, dying, or diseased vegetation, and thin Gambel oak to create clumps separated by space 2.5 times the height of brush. Treated stands will preserve the existing mixture of Ponderosa pine and Gambel oak, but at a lower density that improves forest health, and increases the safety of nearby neighborhoods.

This proposal meets the requirements of an ARRA High-Priority Forest Restoration and Fuels Mitigation Project, by creating a new forestry job to perform mitigation in a CWPP community. On behalf of El Paso County, and the citizens of the Black Forest Fire/Rescue Protection District, I appreciate your consideration of our proposal.

Sincerely,

## |s| Scott Campbell

Scott Campbell
Assistant Deputy Fire Marshal
El Paso County Office of Emergency Management
101 W. Costilla Street, Colorado Springs, CO 80903
(719) 575-8590

Commitment to Excellence

Office of the Sheriff
Law Enforcement Bureau

101 W. Costilla • Colorado Springs, CO 80903
719-520-7155
shr.elpasoco.com

Criminal Justice Center 2739 E. Las Vegas St. • Colorado Springs, CO 80906 719-390-2106



## El Paso County Sheriff's Office Terry Maketa, Sheriff



October 27, 2010

Colorado State Forest Service ARRA Program Manager: Terrie Craven 3843 West LaPorte Avenue 5060 Campus Delivery Fort Collins, CO 80523-5060

Application for supplemental High-Priority Forest Restoration and Fuels Mitigation Project grant

Dear Ms. Craven, and Mr. Bundy

We have an opportunity to create a new temporary forestry job to perform fuels mitigation in a community that has a Community Wildfire Protection Plan.

The position, representing 0.52 FTE, will supervise an AmeriCorps fire management team from January 8 to July 21, 2010. The team will reduce fuels in 100 acres of Black Forest Regional Park, located in the heart of the Black Forest wildland-urban interface. Fuels reduction is a priority goal of the Black Forest CWPP, which identifies the park as an area of high fire risk.

This full-time term temporary position will work for a total of 1,040 hours, at an average wage of \$32.53 per hour, for a total cost of \$33,815 (no benefits are included). Most of this cost will be covered by reallocating a projected \$22,090 surplus from the SW Hwy. 115 fuels mitigation project (see accompanying request). To fund the remaining cost of this position, and to provide meals for the team, we are requesting a supplemental grant of \$17,017 from unallocated ARRA funds.

The stands in the park primarily consist of overgrown, mistletoe-infested Ponderosa pine (ranging from thick doghair to mature), mixed with Gambel oak brush. Treatments will remove small-diameter evergreens (6" DBH or less), remove all dead, dying, or diseased vegetation, and thin Gambel oak to create clumps separated by space 2.5 times the height of brush. Treated stands will preserve the existing mixture of Ponderosa pine and Gambel oak, but at a lower density that improves forest health, and increases the safety of nearby neighborhoods.

This proposal meets the requirements of an ARRA High-Priority Forest Restoration and Fuels Mitigation Project, by creating a new forestry job to perform mitigation in a CWPP community. On behalf of El Paso County, and the citizens of the Black Forest Fire/Rescue Protection District, I appreciate your consideration of our proposal.

Sincerely,

## |s| Scott Campbell

Scott Campbell Assistant Deputy Fire Marshal El Paso County Office of Emergency Management 101 W. Costilla Street, Colorado Springs, CO 80903 (719) 575-8590

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Office of the Sheriff
Law Enforcement Bureau

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719-520-7155
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Criminal Justice Center
2739 E. Las Vegas St. • Colorado Springs, CO 80906
719-390-2106



# Fire Department Division of the Fire Marshal

DATE:

October 22, 2010

To Whom it May Concern:

The Wildfire Mitigation Section of the Colorado Springs Fire Department would like to express support for the Americorps fuels mitigation crew and the funding of a Lead Fuels Technician. El Paso County has requested additional financial support in order to hire a Lead Fuels Technician to provide safety and leadership to the crew. In addition to accomplishing fuels mitigation adjacent to residences, the crew would be trained and geared to respond operationally in a wildfire event. The goal is to hire a crew leader to supervise an 11-person crew in order to accomplish 180 acres of wildfire mitigation in Black Forest Regional Park.

Colorado Springs supports this endeavor as we do not have a dedicated handcrew available for intial attack. Since Colorado Springs Fire Department responds through mutual aid on fires in El Paso County, this would be beneficial to the citizens and improve fire fighter safety. Having a handcrew available in Black Forest could potentially cut down on initial attack response time.

Thank you for considering El Paso County's request. Please contact me if you need any additional information or clarification.

Sincerely,

/s/ Christina M. Randall

Christina Randall Wildfire Mitgation Section Manager Colorado Springs Fire Department 375 Printers Parkway Colorado Springs, CO 80910-3191 (719) 385-7368 crandall@springsgov.com





### Black Forest Fire/Rescue Protection District

11445 Teachout Road . Black Forest, CO 80908

Station: (719) 495-4300 · Fux: (719) 495-7504

The Black Forest Fire/Rescue Protection District supports the efforts of El Paso County to create jobs by hiring a Lead Fuels Technician. This temporary position will supervise an 11-person AmeriCorps fuels mitigation crew that will also be trained and equipped to function as a handcrew that responds to wildfires in the County.

This crew will be working in the heart of our District, thinning 110 acres of dangerously overgrown and unhealthy forest that is closely surrounded by many homes. This important mitigation work will improve the safety of our residents, and reinforce our public education by demonstrating what a properly managed forest looks like.

In the event of a wildfire start in or near Black Forest, this crew will be a highly valuable asset. Two thirds of our fire department members are volunteers, most of whom work outside the District. Only a few members are typically on duty during weekdays, when the AmeriCorps crew will be here. Having extra trained hands available during the first critical hour of a fire will be extremely valuable to both our department, and our mutual aid partners.

El Paso County is requesting additional grant funding to create the Lead Fuels Technician position, because a crew supervisor is required to bring this valuable AmeriCorps crew to our community. With this relatively small increase in financial support, our District and our County will see a large increase in long-term safety.

Sincerely,

Dave Ury Fire Chief March 17, 2010

Colorado State Forest Service ARRA Program Manager: Terrie Craven 3843 West LaPorte Avenue 5060 Campus Delivery Fort Collins, CO 80523-5060

Dear Ms. Craven,

W 1	.11	
Project	₩	and the second s

As part of the process of preparing RFPs for this project, we have found that our original estimate for the cost of a Contract Administrator was too low. Therefore, we are requesting your approval to transfer a small portion of our total funding from treatment and slash disposal funding to contract administration.

Here is how our funding would look after this transfer:

	Original	Revised
Treatment	**********	*****
Subtract 4% of total: \$17,158	\$145,000	\$127,842
Slash disposal	<b>#</b>	· hune com
Subtract 7.3 of total: \$31,313	\$228,000	\$196,687
Total cost for treatment and slash disposal	\$373,000	\$324,529
Contract Administrator		
Add 11.3% of total (subtracted above): \$48,471	<b>\$5</b> 5,950	\$104,421
Total grant request:	\$428,950	\$428,950

Sincerely,

Scott Campbell

Assistant Deputy Fire Marshal

El Paso County Office of Emergency Management 101 W. Costilla Street, Colorado Springs, CO 80903

(719) 575-8590

As PI, I agree with the modification as requested in the budget table above with no change in the scope of work and planned accomplishments.

Richard Homann, CSFS

March 19, 2010

High-Priority Forest Restoration and Fuels Mitigation Project grant:
"El Paso County Poothills - Safe Escape"
Page 1 of 1

## El Paso County Sheriff's Office Terry Maketa, Sheriff



Scott Campbell

best #

Assistant Deputy Fire Marshal Emergency Services Division (719) 575-8590 • Fax: (719) 575-8591 scottcamppel @elpasoco.com

101 W. Costilla Street Colorado Springs, CO 80903 shr.elpasoco.com 8590.

EMERGENCY 911 Dispatch 719-390-5555 Fax 719-520-7259



## El Paso County Sheriff's Office

## Terry Maketa, Sheriff Paul Zani, Undersheriff



September 28, 2009

Colorado State Forest Service ARRA Program Manager: Terrie Craven 3843 West LaPorte Avenue 5060 Campus Delivery Fort Collins, CO 80523-5060

Application for High-Priority Forest Restoration and Fuels Mitigation Project grant: "El Paso County Foothills - Safe Escape"

Dear Ms. Craven,

Thank you for the opportunity to submit this grant proposal, in partnership with the Southwestern Highway 115 Fire Protection District. We are requesting \$428,950 to retain forestry jobs by improving the safety of wildfire evacuation routes in the foothill communities south of Cheyenne Mountain.

Most neighborhoods have only one evacuation route, along narrow roads that are congested by heavy fuels. These fuel loads can cause fire to block evacuation routes, endangering the lives of citizens trying to evacuate, and first responders working in the area.

This project will benefit both groups, by reducing the fuel loads that create the bottlenecks. Even more important, it will provide a strong jump-start to neighborhood-based mitigation efforts. A key element of this project is building and supporting community groups who will continue mitigation efforts after this project ends.

On behalf of El Paso County, and the citizens of the Southwest Highway 115 Fire Protection District, I appreciate your consideration of our proposal.

Sincerely,

Kathy Russell

Emergency Preparedness Planner

Kathy Russell

El Paso County Office of Emergency Management

101 W. Costilla Street, Colorado Springs, CO 80903

(719) 575-8418

**DUNS number: 160892790** 

Commitment to Excellence

shr.elpasoco.com

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## **Executive Summary**

The El Paso County Office of Emergency Management, in partnership with the Southwestern Highway 115 Fire Protection District, is requesting \$428,950 to retain forestry jobs by improving the safety of wildfire evacuation routes in the foothill communities south of Cheyenne Mountain.

The SW Hwy. 115 Fire Protection District is often at risk from fires started by essential military training on Fort Carson, its neighbor to the east. One of these fires, the TA 25 Fire of April 2006, burned approximately 9,000 acres and forced the rapid evacuation of several District neighborhoods. The firefighting effort cost the life of pilot Gert Marais, whose single-engine air tanker crashed while he dropped retardant to protect District homes by keeping the fire from crossing Hwy. 115.

The TA 25 Fire evacuation exposed a great risk to the residents of the Hwy. 115 area: Bottlenecked evacuation routes.

Most neighborhoods have only one escape path, along narrow roads congested by roadside vegetation so thick that it brushes both of a vehicle's rear-view mirrors. Fire can easily block these routes, endangering the lives of citizens who are trying to evacuate, and first responders who are trying to work in the area.

Our proposed project will reduce the fuel loads along high-priority evacuation routes. This project will provide safer escape paths for residents and safer operating conditions for first responders.

Looking to the future, this project will also provide a strong boost to an existing strong neighborhood-based mitigation effort. A key element of this project will be to build and support community groups who will continue mitigation efforts after this project ends.

#### Introduction

The El Paso County Office of Emergency Management is partnering with the Southwest Highway 115 Fire Protection District ("the District") to improve evacuation safety by implementing the fuels reduction goals of the Colorado State Forest Service.

#### Southwest Highway 115 Fire Protection District

The Southwest Highway 115 Fire Protection District was established in the early 1990s to provide firefighting capability to a 20-square-mile foothills community south of Cheyenne Mountain. The District is located south of Colorado Springs and east of US Highway 115, stretching southward to just past the Fremont County line.

The Southwest Highway 115 Fire Department consists of 15 volunteer firefighters, all with wildland fire training (S130/S190) and personal protective equipment. They are equipped with two quick attack apparatus, one interface engine, one tender, and one pumper.

The District has a strong, ongoing Firewise program. The Fire Mitigation Committee, formed in early 2007, encourages property owners to implement Firewise guidelines around all structures through educational efforts of the District, Colorado State Forest Service, US Forest Service and Bureau of Land Management. For the past three seasons, the Committee has operated a community slash collection/disposal program. In its third year, that program became so popular that disposal of the resulting wood chips became a big challenge.

The District's Community Wildfire Protection Plan (CWPP) was adopted in September 2007. The proposed grant-funded project would implement two of the high-priority recommendations of that CWPP.

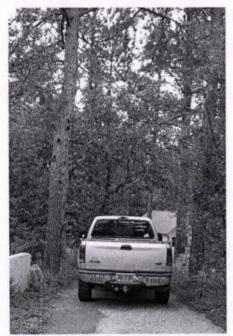
#### El Paso County Office of Emergency Management

When a wildland fire exceeds the capacity of a local fire protection district, the El Paso County Office of Emergency Management, a division of the El Paso County Sheriff's Office, provides additional resources:

- El Paso County Sheriff's Office Wildland Fire Suppression Team is a hand crew supported with
  one Type 6 engine. Several team members are highly trained in command and general staff positions,
  and can quickly implement a Type 3 incident management system to take over management of the
  incident, based from a mobile command post.
- El Paso County Emergency Operations Center supports the Incident Command Post staff by coordinating evacuation, public warning, public information, and logistical support. When more resources are needed than can be provided under standing mutual aid agreements, the EOC will locate and order resources that have been requested by the Incident Commander.

The Hwy. 115 area is not the only part of El Paso County need fuels reduction treatment. However, because of severe forest overcrowding, the evacuation conditions in this community are difficult enough to put citizens' lives in danger should a fire in the District require a quick evacuation. This is why the Office of Emergency Management is supporting this local project.

#### Problem Statement



The SW Hwy. 115 Fire Protection District ("the District"), with approximately 650 homes, stretches along the east-facing foothills south of Cheyenne Mountain and the city of Colorado Springs. Many District neighborhoods consist of single-family homes embedded in heavily overgrown forests.

#### Regularly threatened by wildfires

The District is often at risk from fires started by essential military training on Fort Carson to the east. One of these fires, the TA 25 Fire of April 2006, burned approximately 9,000 acres and threatened several District neighborhoods. The firefighting effort cost the life of pilot Gert Marais, whose single-engine air tanker crashed while he dropped retardant to protect District homes by keeping the fire from crossing Hwy. 115 as District residents were evacuated.

Since 1996, the District has also been threatened by a number of major wildfires to the west: the Buffalo Creek Fire of 1996 (11,000 acres; human caused), the Iron Mountain Fire (4,400 acres; human caused), and the Hayman Fire of 2002 (138,000 acres; human caused). These public lands are also prone to lightning-caused fires, in steep terrain that is difficult to access for mitigation or for firefighting.

#### Overgrown ingress/egress roads

State Highway 115 serves as the north-south spine of the District. Local roads branch off the highway and wind to the west, becoming narrower and often unpaved as they climb into the steep foothills.

Because of this spine-and-branches arrangement, most neighborhoods have only one evacuation route, along narrow roads congested by roadside vegetation so thick that it brushes both of a vehicle's rear-view mirrors. This deadly combination of heavy fuels and narrow roads poses a significant life safety risk to citizens trying to evacuate, and for first responders trying to enter and work.



The TA 25 Fire evacuation exposed the great risk that bottlenecked evacuation routes pose to both residents and first responders. Fire can easily block these routes, endangering the lives of citizens who are trying to evacuate, and first responders who are trying to work in the area. Fire officers are understandably reluctant to send crews into places that they can't quickly escape from.

This project will benefit both groups, by reducing the fuel loads in critical areas that currently form bottlenecks. Residents will have safer evacuation conditions. And fire commanders will be less hesitant to send firefighters into these interface neighborhoods.

#### The need for a coordinated approach

The District has worked hard to educate residents about fire mitigation, and many are taking action. But solving the problem of bottlenecked evacuation routes will require a level of fuels reduction that is beyond the means of most District residents. And to be effective, each bottleneck must be attacked and solved as a single integrated problem.

## **Project Goals and Objectives**

This grant proposal would fund a coordinated project to implement two of the highest priority fuels treatments identified by the Southwestern Hwy. 115 Fire Protection District CWPP:

- Removing fuels from the rights of way of high-risk ingress/egress routes to improve evacuation safety
- Treating selected areas to create staging areas for firefighting resources, or refuge zones that can provide temporary shelter for evacuating residents.

It will provide a quick jump-start to mitigation efforts, creating momentum that neighborhood groups can more easily sustain into the future.

### Goal: Reduce fuel loads along evacuation routes

The first step of the project will treat approximately 6 miles of selected roads, by removing all woody vegetation within the county right of way (approximately 10 feet from either road edge). While helpful, this goal is not enough to significantly improve evacuation safety; the next goal is also necessary:

### Goal: Create 200-foot shaded fuelbreaks along treated roads

Fuelbreak Guidelines for Forested Subdivisions recommends that fuelbreaks be at least 300 feet wide, and notes that they should be linked with road systems. Due to the small size of many District properties, and the location of some roadways in canyons, the project will aim for a fuelbreak width of 200 feet. To create these fuelbreaks, treatment will be offered to private landowners along the selected high-risk evacuation routes.

Where a fuelbreak includes a home site, the prescription plan will also include creation or improvement of defensible space around that home, following the guidelines of the CSFS's *Creating Wildfire-Defensible Zones*.

## Goal: Create staging areas and refuge zones

According to the recommendations of the District's CWPP, this project will treat the following two areas so they can be used as staging areas or refuge zones:

- May Museum RV parking lot
- Intersection of Rock Creek Canyon Road and Old Canon City Road

## Goal: Organize neighborhoods to maintain and improve the fuelbreaks

During the project, the slash-burning operation will also support the District's ongoing community slash collection/disposal program.

Once the fuelbreaks have been created, local landowners will be responsible for maintaining them. Thus, a high priority of this project is the organization and support of neighborhood groups who will maintain and improve local mitigation in the long term.

The County, along with the project's Contract Administrator, will help the District's Fire Mitigation Committee recruit neighborhood champions, and organize neighborhood Firewise groups. After the end of this project, the County will support future local thinning/chipping projects with loaned equipment and volunteer labor, as available.

#### 2. Work Plan

#### A. Jobs retained

- Treatment Workers (cutting and clearing): 2.7 FTE, for 2 years
- Slash Disposal (loading and burning): 2/3 FTE for 2 years
- Contract Administrator: 0.5 FTE, for 2.25 years

3.86

#### **B. Permits**

- · Permission to work on private properties will be obtained in advance from each landowner.
- Mitigation contractor will be responsible for obtaining burning permits for the use of an air-curtain destructor.

### C. Detailed operating schedule

One fifth of total grant funding will be requested after successful completion of each numbered Phase (not including Contracting) described below:

#### Contracting

RFPs: issued 30 days after award of grant

One for the mitigation work

One for the forestry consultant

Pre-proposal conference: 2 weeks after RFP issued

Proposal deadline: 3 weeks after conference Award contract: 30 days after proposal deadline

#### Phase 1: Winter 2009-2010

Phase 1 begins when contracts are awarded

County selects treatment contractor and forestry consultant

Develop prescription plans for road treatments

Baseline photos and descriptions

Describe the "after" picture

Detailed instructions for the mitigation contractor

All-District community meeting

Explain the road treatment project, and the reason for the road choices

Set expectations: land appearance, traffic disruption, noise, etc.

Explain the benefit of shaded fuelbreaks, and the need for private landowner cooperation to create them

Recruit neighborhood champions to organize landowners to extend mitigation onto private properties

Promote the community slash collection/disposal program

Negotiate with road associations and/or HOAs for permission to treat private roads.

Develop prescription plans and maintenance/improvement plans for private properties, in preparation for the 2010 work season

#### Phase 2: Spring-Autumn 2010

Phase 2 begins in spring 2010 after snowfall ends, the ground is clear of most snow, and the soil is firm enough to support trucks and machinery

Treat high-risk County road rights of way

Treat private road rights of way that have completed prescription plans

Treat any "early adopter" private properties that have already have completed prescription plans

Burn slash to support the ongoing neighborhood slash collection program

Continue organizing neighborhoods for private property mitigation

#### Phase 3: Winter 2010-2011

Mid-term project evaluation and accountability

Determine level of citizen satisfaction (survey, meetings, etc.)

Evaluate performance: miles of roadway and total acres treated, quality of work

Report to citizens on results of the project to date

Recognize and honor participating neighborhoods and neighborhood champions

Organize neighborhoods for 2011 work season

#### Phase 4: Spring-Autumn 2011

Treat private properties with completed prescription plans
Burn slash to support the ongoing neighborhood slash collection program

#### Phase 5: Late summer 2011

Overall project evaluation

Determine level of citizen satisfaction (survey, meetings, etc.)

Evaluate performance: miles of roadway and total acres treated, quality of work

Report to citizens on results of the project to date

Recognize and honor participating neighborhoods and neighborhood champions

Transition fuelbreak maintenance and improvement to neighborhood groups

Forestry consultant to explain the maintenance/improvement plans

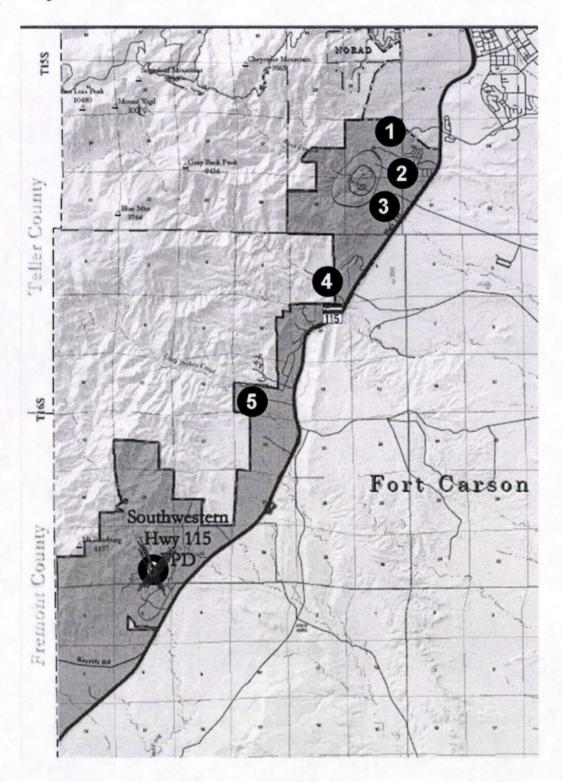
Fire district and County will support future community efforts (continuing education, support to champions, support of annual work days, etc.)

### D. List of properties

The properties to be treated have already been selected, according to two criteria:

- Evacuation route bottlenecks: These sections of road are so closely overgrown by woody vegetation that they pose a life safety risk to citizens attempting to evacuate, or to firefighters attempting to enter. Fuel reduction along these routes is the number-one priority of the District's CWPP.
- Staging Areas/Refuge Zones: The District's CWPP has identified two areas that, with treatment, could serve as staging areas for firefighters or temporary refuge zones for evacuating residents. This is another priority identified in the District's CWPP.

## **Project Treatment Areas**



Treatment areas (not in order of priority)	Location	Reason for selection	Road miles to be treated	Adjacent landowners
1	Pike Oaks Road (west end) Pine Oaks Lane	Evacuation route bottleneck	1.5	11 7
2	Rock Creek Mesa Road (west end)	Evacuation route bottleneck	0.75	30
* 6	Rock Creek Canyon Road (west end)	Evacuation route bottleneck	0.75	10
	May Museum RV parking lot (on Rock Creek Canyon Road)	Staging Area/Refuge Zone identified in CWPP		1
	Convergence of three roads: Old Canon City Road Big Rock Lane Rock Creek Lane	Evacuation route bottleneck		8
	Intersection: Rock Creek Canyon Road and Old Canon City Road	Staging Area/Refuge Zone identified in CWPP	1	4
<b>承</b> 3	Keeton Ranch Road	Evacuation route bottleneck	1.0	2
\$ 7	Little Turkey Creek Road (0.5 miles to 1.0 miles west of Hwy. 115)	Evacuation route bottleneck	0.75	9
<b>*</b> 5	Henry Ride Heights (from Cala Rojo Drive to N. Cuerno Verde)	Evacuation route bottleneck	0.75	8

### E. Description of stands prior to treatment

The existing stands primarily consist of Ponderosa pine (ranging from doghair to mature), mixed with Gambel oak brush. In treatment area 6, this mixture also includes pinon and juniper.

All of the selected stands are dangerously overcrowded. The continuous Ponderosa canopy extends over roadways. The continuous Gambel oak understory creates the potential for extreme fire behavior on the ground, with unlimited opportunities for fire to extend into the canopy.

### F. Description of the stand treatments

The treatment will remove all woody vegetation within 10 feet of either edge of the selected roadways. Beyond this distance, vegetation density will be gradually reduced to create a shaded fuelbreak, according to prescription plans negotiated with individual landowners. The plans will aim to achieve the specifications of the Colorado State Forest Service in its *Fuelbreak Guidelines for Forested Subdivisions*, while respecting landowners' preferences.

Specific treatments include:

- Removing all small-diameter evergreens (6" DBH or less)
- Removing all dead, dying, or diseased vegetation.
- Thinning Gambel oak to create clumps separated by space 2.5 times height of brush. Hand-treating Gambel stumps with herbicide to reduce re-growth.
- Burning chips and/or slash at a central site in an air-curtain destructor. Firewood (without beetle
  infestation) will remain the property of individual landowners, and will be left at the treatment site.
  Infested wood will be burned.

The treated stand will be a more open, healthy forest. It will preserve the existing mixture of Ponderosa pine and Gambel oak, but at a lower density that breaks up continuous fuel beds and enhances overall forest health. With more sunlight reaching the forest floor, the treated stand will include more grasses and herbaceous plants.

Treated roadways will have improved visibility, and offer more opportunities for the vehicles of evacuating residents to pass incoming fire apparatus. By removing the heavy fuels from the sides of the roads, it will be less likely that these evacuation routes will be blocked by flame.

## 3. Grant Request

Treatment – Clear rights of way, and create shaded fuelbreak:  4 months per year x 2 years  To create a 200-foot wide shaded fuelbreak along 6 miles of treated roadway:  Approx. 145 total acres, at average \$1,000 per acre:	\$145,000
Slash disposal – Haul to central site and burn:	\$145,000
4 months per year x 2 years	
Rental of air curtain burner: \$9,000 per month: \$72,000	
Dump truck/driver to haul slash to burn site: \$60,000	
Loader/operator at the burn site: \$96,000	\$228,000
Total cost for treatment and slash disposal	\$373,000
Contract Administrator – Supervise treatment and slash disposal, negotiate with landowners, and create treatment plans: average 6 months per year x 2.25 years	
15% of the total cost for treatment and slash disposal:	\$55,950
Total grant request:	\$428,950

## 4. Partnerships

#### El Paso County Sheriff's Office - Office of Emergency Management

Administers funds

Makes payments to forestry consultant and mitigation contractor

Supports fire district in neighborhood meetings, etc.

Hires and monitors forestry consultant and mitigation contractor

Submits progress reports and financial statements to CSFS to request funding at project milestones

#### SW Hwy. 115 Fire Protection District – Fire Mitigation Committee (volunteers)

Conducts neighborhood meetings

Negotiates with HOAs and road associations for permission to treat private roads

Recruits and supports neighborhood champions

Proactively communicates project progress to citizens

Monitors level of citizen satisfaction

#### Neighborhood champions (volunteers)

Recruit private property owners to participate in fuelbreak treatments

Represent the concerns and needs of their neighborhoods to the Fire Mitigation Committee and the County

Organize neighbors to maintain and improve fuelbreaks after the initial treatment is complete

#### Contract administrator (hired, using grant funding): ½ FTE, for 2.25 years

Provides advice and recommendations to fire mitigation committee, landowners, etc.

Develops treatment and maintenance/improvement plans for roads and private properties

Monitors the work of the mitigation contractor to ensure compliance with the treatment plans

Collects data for financial statements and progress reports

### Mitigation contractor (hired, using grant funding): 4 FTE, for 2 years

Performs fuel treatments in accordance with the treatment plans

Disposes of woody biomass using cost-effective and environmentally beneficial methods (air curtain destructor preferred)

## 6. Applicant qualifications

El Paso County can call on a wide range of project management experience and capabilities in its employees, volunteers, and cooperating jurisdictions:

El Paso County Office of Emergency Management: Emergency Manager Patricia Baxter brings 26 years of logistics experience as a U.S. Army Colonel. She has managed the implementation of several large grants to the El Paso County Office of Emergency Management, for projects ranging from development of mass evacuation and sheltering plans, to a complete refitting of the County Emergency Operations Center.

The SW Hwy 115 Fire Protection District Fire Mitigation Committee has operated a community slash collection and chipping program for each of the past three summers. During the 2009 season, this program collected approximately 110 cubic yards of woody biomass thinned from District homes.

The El Paso County Wildfire Suppression Team, under the command of Assistant Deputy Fire Marshal Scott Campbell, regularly organizes and performs fuels reduction projects on public lands. The most recent of these reduced fuels along several miles of the New Santa Fe Trail, between Monument and Palmer Lake.

The Colorado Springs Fire Department is an enthusiastic partner in this project, providing access to staff members with many years of forestry management and wildfire mitigation experience.

El Paso County Solid Waste Management Division has long experience with managing community-based wildfire mitigation programs. Some of the notable examples include:

- TreeCycle (15 years) is an annual program to collect and mulch Christmas trees.
- Black Forest Slash-Mulch Program (15 years) collects forest slash from homeowner wildfire
  mitigation projects, grinds the slash into mulch that is distributed free to residents or used in County
  land management programs.
- · One-day neighborhood yard waste collection programs

## Appendix: Letters of support



FIRE DEPARTMENT Steven W. Cox Fire Chief

DATE: September 21, 2009

FROM: Chief Steven W. Cox

Colorado Springs Fire Department

375 Printers Parkway

Colorado Springs, CO 80910

SUBJECT: SW Highway 115 Fire Protection District Fuels Mitigation Projects

To Whom It May Concern:

The Colorado Springs Fire Department (CSFD) wishes to express our support of the fuels mitigation projects in the Southwest Highway 115 Fire Protection District. El Paso County continues to mitigate fire risk to communities through fuels mitigation and community outreach.

The Highway 115 Fire Protection District has experienced several wildland fires in the past few years. One of these fires, the TA 25 Fire of April 2006, was the largest fire in El Paso County to date. It burned approximately 9,000 acres. Although no homes were lost, many were threatened and residents were evacuated. Sadly, the firefighting effort cost the life of pilot Gert Marais, whose single-engine air tanker crashed while keeping the fire from crossing Highway 115. Colorado Springs Fire Department frequently works with El Paso County and Highway 115 as mutual aid. During the TA25 Fire, CSFD responded with a Plans Section as well as engines to support and assist in the fire fighting efforts.

Many of the neighborhoods along Highway 115 have only one evacuation route and these roads are often narrow and congested by heavy fuels. Heavy fuel loading adjacent to structures pose a threat not only to residents but to responding fire fighters.

Reducing wildfire risk in this community will also benefit neighboring communities, federal military installations and fire fighters. Not only will this project reduce wildfire risk, but serve as a demonstration for homeowners to implement on their own property.

Colorado Springs Fire Department supports the wildfire risk reduction efforts of El Paso County and Southwest Highway 115 Fire Protection District.

Sincerely,

Steven W. Cox

Fire Chief

Colorado Springs Fire Department



375 Printers Parkway • Colorado Springs, Colorado 80910-3191 TEL 719-385-5950 • FAX 719-385-7388





September 22, 2009

Colorado State Forest Service Attention: Grants

RE: Colorado State Forest Service ARRA Grant Review Team:

Colorado Springs Utilities strongly supports the efforts of El Paso County to create and extend jobs by implementing ARRA-funded fuels reduction projects in the Southwest Hwy. 115 Fire Protection District.

The District is often at risk from fires started by essential military training on Fort Carson. One of these fires, the TA 25 Fire of April 2006, was the largest fire in El Paso County to date, burning approximately 9,000 acres. No homes were lost in the SW Hwy. 115 district, but unfortunately the firefighting effort cost the life of pilot Gert Marais whose single-engine air tanker crashed while keeping the fire from crossing Hwy. 115.

Many neighborhoods have only one evacuation route, and egress to safety is of further concern due to fact that many of these roads are narrow and congested by heavy fuels. This poses both a life safety risk to citizens trying to evacuate as well as for firefighters trying to work in the area.

Reducing the wildfire risk in this community will also benefit neighboring communities, military installations, area drinking water supplies, and safety of regional firefighters who provide mutual

Please give this grant application your strongest consideration. I can be contacted for additional information at (719) 668-4554.

Sincerely,

Eric Howell

Colorado Springs Utilities

Exi Lowell

Water Natural Resource Planner

121 South Tejon Street, Third Floor P.O. Box 1103, Mail Code 930 Colorado Springs, CO 80947-0930

Phone 719/668-4800 Fax 719/668-8734 http://www.csu.org



Black Forest Fire Rescue Protection District 11445 Teachout Rd Colorado Springs, Colorado 80908 Ph: 719-495-4300 Fax: 719-495-7504

Black Forest Fire Rescue Protection District supports the efforts of El Paso County to create and extend jobs by implementing ARRA-funded fuels reduction projects in the Southwest Highway 115 Fire Protection District.

SW Hwy 115 District is often at risk from fires started by essential military training on Fort Carson. One of these fires, the TA 25 Fire of April 2008, was the largest fire in El Paso County to date, burning approximately 9,000 acres. No homes were lost in the SW Hwy. 115 district, but the firefighting effort cost the life of pilot Gert Marais, whose single-engine air tanker crashed while keeping the fire from crossing Hwy. 115.

Many neighborhoods have only one evacuation route, along narrow roads that are congested by heavy fuels. This poses a life safety risk to citizens trying to evacuate, and to firefighters trying to work in the area. As more families have moved into the Wildland-Urban Interface over time, and as trees and brush have grown, the danger has substantially increased.

This project along the rights-of-way can encourage residents in their individual mitigation efforts. Reducing wildfire risk in this community will also benefit neighboring communities, military installations, and regional firefighters who provide mutual aid.

David D. Ury, Chief chief@bffire.org



# Fire Department

Darin D. Anstine, Fire Chief

Email: darin@fountainfire.org Website: www.fountainfire.org Station # 1 212 North Santa Fe (719) 382-7800 Station # 2 8201 Fountain Mess Rd (719) 322-2090 Station # 3 6625 Camden Blvd (719) 322-2080 Fountain, CO 80817 Fax Line (719) 382-1002

September 21, 2009

Emergency Services Division El Paso County Sheriff's Office ATTN: Kathy Russell 101 West Costilla Street Colorado Springs, CO 80908

Dear Kathy Russell,

The City of Fountain Fire Department supports the efforts of El Paso County to create and extend jobs by implementing American Recovery and Reinvestment Act-funded fuels reduction projects in the Southwest Highway 115 Fire Protection District.

The District is often at risk from fires started by essential military training on Fort Carson. One of these fires, the TA 25 Fire of April 2008, was the largest fire in EI Paso County to date, burning approximately 9,000 acres. No homes were lost in the Southwest Highway 115 District, but the firefighting effort cost the life of pilot Gert Marais, whose single-engine air tanker crashed while keeping the fire from crossing Highway 115. The City of Fountain Fire department did provide mutual aid for 28 hours to this particular fire.

Many neighborhoods have only one evacuation route, along narrow roads that are congested by heavy fuels. This poses a life safety risk to citizens trying to evacuate, and to firefighters trying to work in the area. In fact firefighters from my department found the working conditions in this area to pose a very high risk to their safety.

Reducing wildfire risk in this community will also be a direct benefit to the City of Fountain Fire Department as we normally provide mutual aid to wildland fires in that area.

Please feel free to contact me with any questions.

Sincerely,

Darin Anstine, Fire Chief