

# **Alvey Wash Riparian Restoration Project**

## **Phase 2018-1**

### **Request for Competitive Bid and Contract Specifications**

**Introduction:** Grand Staircase Escalante Partners (GSEP), in partnership with Escalante River Watershed Partnership, USFWS Partners for Fish and Wildlife Program and Natural Resources Conservation Service are acquiring services for improved riparian and wildlife habitat and reduced fire hazard on approximately 50 privately-owned acres along Alvey Wash approximately 2 miles southeast of the town of Escalante. The project area is located in Garfield County, Utah. The proposed treatment area is partially located in the flood plain of Alvey Wash.

The Alvey Wash Riparian Restoration Project 2018-1 (approximately 50 acres) requires removal of Russian olive and tamarisk trees using hand tools and/or mechanized equipment. The use of chainsaws, pruners, herbicide applicators, safety gear, and mechanized equipment such as chipper, masticator, feller buncher, tree shear, etc. will be required to: 1) sever all standing, live, or dead Russian olive and tamarisk within the identified boundaries, 2) apply herbicide to stumps of Russian olive and tamarisk immediately after severing trees, 3) pile and masticate and/or chip all slash, 4) spread slash. See specifications for additional information on cutting, chemical treatment, piling, masticating and chipping, etc.

This contract requires the Contractor to carry insurance as specified below as well as furnish all labor, equipment, supervision, transportation, operating supplies, and incidentals to cut, chip and/or pile and masticate and chemically treat in the outlined unit(s). **Herbicide will be purchased and provided by GSEP.** The project area is identified on the attached Project Map.

Bids should be submitted on a cost per/acre basis with additional information required. See BID FORM and Complete Bid Packet information at the end of this document.

**References/Experience:** Contractors shall provide at least 2 references showing prior hand, and/or mechanical cutting, piling, masticating and/or chipping experience (as an attachment to the bid). ***Failure to provide references, references indicating unsatisfactory job performance, or lack of experience shall be grounds for GSEP to reject the bid.***

#### **Important Dates:**

- **Question & Answer Ends: August 10, 2018, 5 PM MDT**
- **Bids Due: August 17, 2018, 5 PM MDT**
- **Contract Performance Period: September 1, 2018 – December 1, 2018**

**This contract will be bid on an average per acre price. Per acre prices will include all mobilization and operation costs. There will be no fuel surcharges or adjustments negotiated. The contract will be awarded based on bid price, prior performance references as provided by the bidder or obtained independently by GSEP, proof of required insurance and will be evaluated and awarded at the sole discretion of the GSEP ranking committee. See Complete Bid Packet.**

#### **SITE SPECIFICS:**

**Location and Description:** Work under this Contract is located in Garfield County, Utah. The project area is located along Alvey Wash approximately 2 miles southeast of the town of Escalante. The property is privately owned. The work location is shown on the attached Project and/or Reference Maps. Only a portion of the treatment boundary is flagged. The remainder of the boundary will not be flagged and must be located by GPS or by using the PDF map(s) attached and the Avenza app.

**Acreage:** **Approximately 50 acres** as identified on the attached site map. Additional acreage could be added depending on bid price.

**Access to the site:** The property is accessed by a combination of paved highways, graveled and dirt roads and jeep trails. Once at the project site, the roads are dirt. All roads will be clearly identified on provided shapefiles and maps. There is one gate leading to the east side of the project area. Contractor will be given a combination to access gate. Gate must remain closed and locked at all times during the project. It will be the contractor's responsibility to get the equipment to the work site.

**Wash Crossing:** A section of the project is located on either side of Alvey Wash and crossing the wash will be necessary. There is no road or bridge across the wash and crossing may be difficult as Alvey Wash may be subject to flash flooding. It may be necessary to cut out an area of vegetation before moving equipment across.

**Use of 2-wheel and 4-wheel Vehicles:** Vehicles shall only be permitted on existing dirt roads and within the project area. All-terrain vehicles are authorized in the project area and on existing roads only. Operations will cease when weather conditions result in saturated soils where rutting on existing roads may exceed 4 inches in depth or excessive soil damage is occurring within the project area.

### **SPECIFIC TASKS:**

**Work Limits:** Only areas shown on the Project Map will be treated. **The project area has been partially flagged. It is recommended that the contractor utilize either GPS units or smartphone applications capable of utilizing pdfs to identify the work area.** A GIS/GPS shapefile will be provided prior to work beginning.

Government/GSEP staff will identify (on maps, with flagging and/or as verbally discussed with Contractor) unit boundaries for the work executed under the contract. The Contractor shall immediately begin work upon entering project area. Cutting, chemical application, piling and masticating and/or chipping of slash shall be performed in an organized systematic manner as determined in the pre-work conference.

Work areas shall be identified on maps, identified with orange flagging and/or verbally discussed with Contractor. Specifications are as follows.

### **Specifications for Treatments:**

1. Completely cut and remove all standing live and/or dead Russian olive and tamarisk plants within the project area; all live stems are to be completely severed from stump.
2. Plant species other than those identified for treatment are to be avoided and damage minimized to the extent possible when removing the target species.
3. When felling trees the stumps will be cut as close to the ground as safely possible. That means within 1 inch of the soil or closer. Stumps will be cut flat and parallel to the surface with no sharp angles.
4. Stumps of cut plants are to be brushed of any debris or dirt and IMMEDIATELY sprayed with supplied herbicide. **Stumps must be sprayed within 10 minutes of cutting maximum.** Herbicide will be sprayed on the cambium layer of the cut stump, as well as down the sides of the stump. If a tree is multi-stemmed, each stump must be completely sprayed, even if the stumps have grown together.
5. Any Russian olive and tamarisk identified by Contractor and/or project manager as presenting a cutting hazard (wrapped in wire) or used as a fence post may be frill cut (hack and squirt).
6. Chipping slash:
  - a. Felled trees may be chipped in place,
  - b. Material (results of chipping) will be spread to a height of no more than 3 inches off the ground

in any one location.

7. Masticating slash:
  - a. Standing trees SHALL NOT be masticated,
  - b. Cut and treated stumps SHALL NOT be masticated,
  - c. Felled trees MAY NOT be masticated in place,
  - d. All slash/litter is to be hauled to the location of the slash piles,
  - e. Slash piles will be over 8' in height,
  - f. Slash piles will be constructed away from roads, fences, boundaries or other improvements,
  - g. Slash piles may not be constructed on cut & treated stumps,
  - h. Material (results of mastication) will be spread to a height of no more than 4 inches off the ground in any one location.
8. Soil and ground disturbance in the project area will be minimized, the ground will may need to be contoured and berms knocked down where machinery has caused ruts greater than 6" or piling greater than 12".
9. Work will be shut down if rain or snow creates conditions that cause excessive soil rutting, if snow accumulation impedes low stumping (1"), or if rain is expected within two hours of spraying.
10. If it rains or snows within two hours of spraying, stumps will need to be re-treated.
11. Contractor will keep track of the amount of herbicide used each day and the number of acres treated each day. Contractor will keep written records and provide written records to project manager.

#### **CONTRACTOR FURNISHED PROPERTY, SERVICES & INSURANCE REQUIREMENTS**

The Contractor shall furnish all labor, equipment, supervision, transportation, operating supplies and incidentals to perform all work as set forth in the specifications. This contract for services may not be subcontracted.

**Equipment & Service Requirements:** Contractor will need to provide enough equipment and/or personnel to complete the work in the specified performance window. Equipment shall be furnished by the Contractor on a fully-operational basis, with a competent, fully qualified personnel and shall meet the following specifications (see 'Specifications for Treatments'):

1. Be capable of cutting standing live and/or dead Russian olive and tamarisk.
2. The Contractor will must be licensed by the State of Utah and possess a Commercial Pesticide Applicator license.
3. The Contractor will need to provide fully-qualified personnel to conduct the chemical treatment.
4. The Contractor will need to provide appropriate personal protective equipment and sufficient herbicide applicators to immediately treat stumps of cut vegetation.
5. If chipping slash, be capable of chipping all sizes of cut material and spreading chips.
6. If masticating slash, be capable of constructing piles at least 8 feet high and masticating slash piles.
7. Equipment shall be free of fluid leaks and be in good operating condition.
8. Equipment shall be washed before entering the project treatment area, and all soil and plant parts shall be removed to prevent the spread of noxious weeds in and out of the project area.
9. All necessary and required safety procedures will be followed to insure protection of life and property.

**Insurance Requirements:**

**1. Worker's Compensation**

The Contractor shall provide Worker's Compensation insurance for himself and any employees. A Certificate of Insurance for this policy must be provided.

**2. General Liability Insurance**

The Contractor shall purchase and maintain General Liability Insurance to protect himself and GSEP from claims that may arise out of or as a result of the Contractor operations under this Agreement. Grand Staircase Escalante Partners are to be listed as additionally insured. General Liability insurance shall cover property damage and be provided in amounts not less than:

- \$2,000,000 - General Aggregate
- \$2,000,000 - Products/Completed Operations Aggregate
- \$1,000,000 - Personal & Advertising Injury
- \$1,000,000 - Each Occurrence

**INDEMNIFICATION**

Each party shall be responsible and assume liability for its own wrongful or negligent acts or omissions, including those of its officers, agents, or employees, to the full extent required and/or allowed by law and without waiving sovereign immunity, shall hold the other party harmless from any such liability.

**PARTNER FURNISHED PROPERTY:**

Herbicide will be purchased and provided by GSEP.

**EQUIPMENT AND WORKMANSHIP:**

All equipment and/or materials incorporated into the work covered by this contract shall be of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. All work under this contract shall be performed in a skillful and workmanlike manner. GSEP may require, in writing, that the contractor remove from the work any employee deemed by GSEP to be incompetent, careless, or otherwise objectionable.

**Surface Disturbance:** Public or private access roads damaged by the Contractor shall be restored at the Contractors expense to the same condition they were in at the commencement of work.

**Native Habitat Disturbance:** Disturbance to native habitat will be kept to a reasonable limit at the discretion of the project manager. Contractor must be able to distinguish Russian olive from similar native species, such as silver buffaloberry. Only non-native Russian olive and tamarisk species are to be removed.

**ENVIRONMENTAL CONSIDERATIONS:**

1. Project sites shall be cleaned up, and all refuse removed by the Contractor at the conclusion of treatment.
2. The Contractor shall be responsible for disposal of all materials in a manner consistent with State, Federal, and local laws and for all expenses incurred with disposal.
3. Public or private access roads damaged by the Contractor shall be restored at the Contractor's expense to the same condition they were in at the commencement of work.
4. Improvements such as exclosures, pipelines, gates, fences, cattle guards, culverts, etc. damaged by the Contractor shall also be restored at the Contractor's expense to the same condition they were in at the commencement of work.
5. Staging areas for Contractor vehicles and equipment shall be designated. No staging shall be allowed within 100 meters of the stream.

**HAZARDOUS MATERIALS:**

Alvey Wash Riparian Restoration Project Phase 2018-1

1. Use of Hazardous Materials and/or petroleum products requires that all appropriate State and Federal Regulations be complied with including, but not limited to, Material Safety Data Sheets (MSDS) on hand and use of necessary Personal Protective Clothing (PPE). Refueling of equipment, lubricating of blades or other maintenance type activities using such materials shall not occur within 100 meters of the stream.
2. On-site disposal of hazardous materials or waste including hydrocarbons is not authorized. On-site disposal will subject the Contractor to at least the cost of reclamation and the appropriate disposal of contaminated soils. Any incidental spills contaminating the river/creeks would be reported immediately to GSEP.
3. Incidental (de minimus) leaks from fittings, gaskets or ruptured hoses will not subject the contractor to remedial requirements. They will be considered to be normal and unavoidable losses. Continual leaks will be noted on inspection reports and correction through maintenance required.
4. Maintenance of and repairs to vehicles and/or equipment associated with the Contractor will not be conducted on-site. Emergency repair operations of Contractor equipment that require draining of engines or hydraulic systems may be conducted on-site only if there are no other options. If emergency repairs are required, fluids will be captured, containerized, and removed from private lands for proper disposal in accordance with local, state, and federal regulations. All emergency repair operations will be conducted at a minimum of 100 meters from the riparian area. Inadvertent spills of petroleum based or other toxic materials shall be cleaned up and removed immediately.

#### **ACCESS:**

Public access is not permitted on the property. Gates on the property must remain locked and closed at all times. Access for the property owners must remain open at all times. Staging areas for Contract related vehicles will be identified. The Contractor shall maintain roadways free of vehicles, tools, and debris. Access to the project area is granted only for the performance of this contract; no other uses of private property are allowed.

#### **SECURITY OF EQUIPMENT AND PROPERTY:**

The Contractor may leave equipment at the work site; however, the Contractor shall be solely responsible for protection of equipment and is solely responsible if the equipment is lost, stolen or damaged.

#### **CREW SUPERVISION:**

1. Contractor shall designate one English literate supervisor whom will be on site during operation hours. Supervisors shall be identified during the pre-work conference. Any changes in supervisory designations must be submitted in writing to GSEP at least 24 hours prior to the change taking effect.
2. Person designated by the Contractor as a supervisor must remain with and effectively direct the crew (1) making periodic inspections of the crew's work, (2) advising them as to improper work methods, (3) providing instructions for correcting any improper work methods encountered.
3. Emergency transportation will be provided by the Contractor at all times. Crew members shall not be allowed to work alone.

#### **WORK CAMPS:**

Work camps may not be established within this project. Lodging is available in Escalante.

#### **WORK HOURS:**

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. **Work hours may not extend into darkness.** Work may be done on Saturday, Sunday, and legal national holidays as mutually agreed between the Contractor and the project manager.

## **WORK SCHEDULE:**

The work schedule shall be submitted at the pre-work conference.

## **DELAYS:**

The contractor is expected to complete all contract performance in a timely manner, regardless of the contractor's other work load. A delay or failure to perform may be considered excusable when the delay or failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

Once the contractor is on site working, the contractor shall work diligently and complete all work within the project performance time in the Contract Time clause below.

Upon request of the Contractor, the program manager shall ascertain the facts and extent of the failure. If the program manager determines that any failure to perform results from one or more of the causes above, the delivery schedule may be revised.

## **PROJECT MEETINGS:**

### **Pre-work Conference - required**

1. **Location:** Meeting shall be held at the project site, or as determined by the project manager.
2. **Notification:** A **pre-work conference** will be held prior to the start of work. The Contractor will be notified in advance of the meeting time, date and place. The purpose will be to review required work, project drawings and specifications, construction schedules, payroll and payments, and administrative provisions of the contract.
3. **Attendance:** The Contractor, and the persons responsible for coordination of the work shall be present at the meeting.
4. **Presentation:** The Contractor shall be prepared to summarize and explain procedures planned for each project and present the work schedule requested in the specifications.

### **Progress Meetings:**

1. **Location:** Meetings shall be held at the project site, or as determined by the project manager.
2. **Notification:** Meetings may be called by either the project manager or the Contractor. Request shall state who should attend.

## **NOTICE TO PROCEED:**

Unless notified by the **project manager** that notice-to-proceed will be delayed, receipt of the signed contract or notification by email shall constitute Notice to Proceed. The project manager may issue a separate delayed notice-to-proceed for any reason including adverse soil, vegetative, climatologic or other environmental conditions.

## **CONTRACT PERFORMANCE:**

**The Contractor may begin on or after September 1, 2018. The contract performance time is from September 1 – December 1, 2018. The start date is a soft date but the end date is hard. All work must be completed by December 1, 2018.** Once mobilized, the Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control identified in the Delays clause.

**It is the contractor's sole responsibility to complete contract performance regardless of contractor's current work load. At the discretion of the contractor, additional equipment/manpower and/or any other necessary action taken by the contractor to ensure timely completion shall be at no additional expense to** Alvey Wash Riparian Restoration Project Phase 2018-1

## **Grand Staircase Escalante Partners beyond the original contract price.**

### **CONTRACT TIME:**

The contract performance time is from **September 1 – December 1, 2018.**

### **INSPECTION:**

**Surveillance Plan:** GESP and/or government partners will inspect completed acres on an on-going basis and provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with the contract specifications.

#### **Final Inspection:**

1. **Location:** Meeting shall be held at the project sites, or as determined by the project manager.
2. **Notification:** The Contractor shall notify the project manager at least three (3) working days before the completing date so that GSEP and/or government partners can schedule the final inspection.
3. **Deficiencies:** The Contractor shall correct deficiencies and project areas will be re-inspected by the project manager.

### **ACCEPTANCE:**

Based on inspection results, if the quality level falls below contract specifications, the project manager will immediately notify the Contractor in writing and instruct the Contractor to improve the quality of work. If the quality of the work is not raised to an acceptable level after written notification, the project manager may issue a suspend work order to resolve the problem, during which time contract time will continue to run.

If untreated or unsatisfactorily treated areas are the primary reason for unsatisfactory work, the Contractor shall rework acres designated by the Government/GSEP until satisfactory work quality is obtained or obtain replacement Services from another source, subject to Contractor being responsible for any costs.

**BREACH AND REMEDIES:** Any of the following events will constitute cause for Grand Staircase Escalante Partners to declare Contractor in breach of this contract: 1) Contractor's non-performance of its contractual requirements and obligations under this contract; or 2) Contractor's material breach of any term or condition of this contract. If the Contractor is in breach of this contract Grand Staircase Escalante Partners may terminate this contract.

**INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner, shall Contractor be deemed an employee or agent of GSEP, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind GSEP to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for GSEP. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

### **PAYMENT:**

One lump-sum final payment will be made for the actual number of acres completed as per the Specifications for Treatment (above) following a final inspection of the completed project. Contractor will submit one invoice within thirty (30) days after Contractor's performance of the services to GSEP.

### **SITE VISIT:**

There will be **NO** scheduled site visit for this contract. While there will not be a scheduled site visit for this contract it is strongly recommended that each potential bidder ensure that he/she has a complete understanding of the requirements of this project. Bidders are urged to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. This project is on private land not open to the public. Bidders must contact Project Manager, Sue Fearon, at [sue@gsenm.org](mailto:sue@gsenm.org) to notify intent to visit site. Project manager is required to notify landowner of visitation

pursuant to this project. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

### **SHAPE FILES:**

For this project, shape/KML file(s) are available. Files will be provided to any bidder who requests them. **To request a shape/KML file, bidder must submit a request for the file(s) by email to: [sue@gsenm.org](mailto:sue@gsenm.org).** Properly submitted requests will be granted and file(s) will be provided by return email as long as the emailed request is sent prior to the **bid** closing time. Requests for shape or KML files submitted by fax or phone will not be honored. GSEP is not responsible if said files cannot be delivered by email because of the bidder's email system limitations. It is the sole responsibility of the bidder to ensure that his/her email capability is adequate. Shape/KML files will not be delivered under any other format or method.

Under no circumstances shall the shape/KML files be considered part of the contractual document. They will be provided for informational purposes only. Any .pdf files provided in this bid document, and the actual physical site location shall govern any contractual interpretation or dispute related to this project.

### **QUESTIONS:**

**All questions related to this solicitation, specifications, or bidding procedures MUST be asked in writing and directed to [sue@gsenm.org](mailto:sue@gsenm.org) by 5 PM MDT August 10, 2018.** There are no exceptions to this. Questions asked and subsequent answers will be posted on <http://escalanteriverwatershedpartnership.org/questions-and-answers> so that all potential bidders can review questions and answers.

### **BIDDING:**

This contract will be bid on a per-acre price. The per-acre price will be extended based on the quantity of acres to show a total project price. The total price shall include all labor, equipment and materials (**excluding herbicide**) necessary to complete the job, which includes all mobilization and operating costs. There will be no fuel surcharges or adjustments negotiated.

### **EQUIPMENT & STAFF:**

Bidders must provide a brief description of method to be employed in the completion of the contract. Details can include equipment to be used, saw crew size, number of operators, etc.

### **REFERENCES:**

Contractors shall provide at least 2 references showing prior hand and/or mechanized cutting and/or cut and chip, and/or pile and masticate experience (in the notes or as an attachment to the bid). *Failure to provide references, references indicating unsatisfactory job performance, or lack of previous hand cutting, mechanical cutting and/ or chipping experience shall be grounds for GSEP to reject the bid.*

### **CONTRACT AWARD:**

A contract will be awarded to the lowest responsive/responsible bidder who meets any experience, and other requirements noted elsewhere in this solicitation. This contract shall become binding when signed by the parties.



**Grand Staircase Escalante  
Partners  
(Executive Director)**

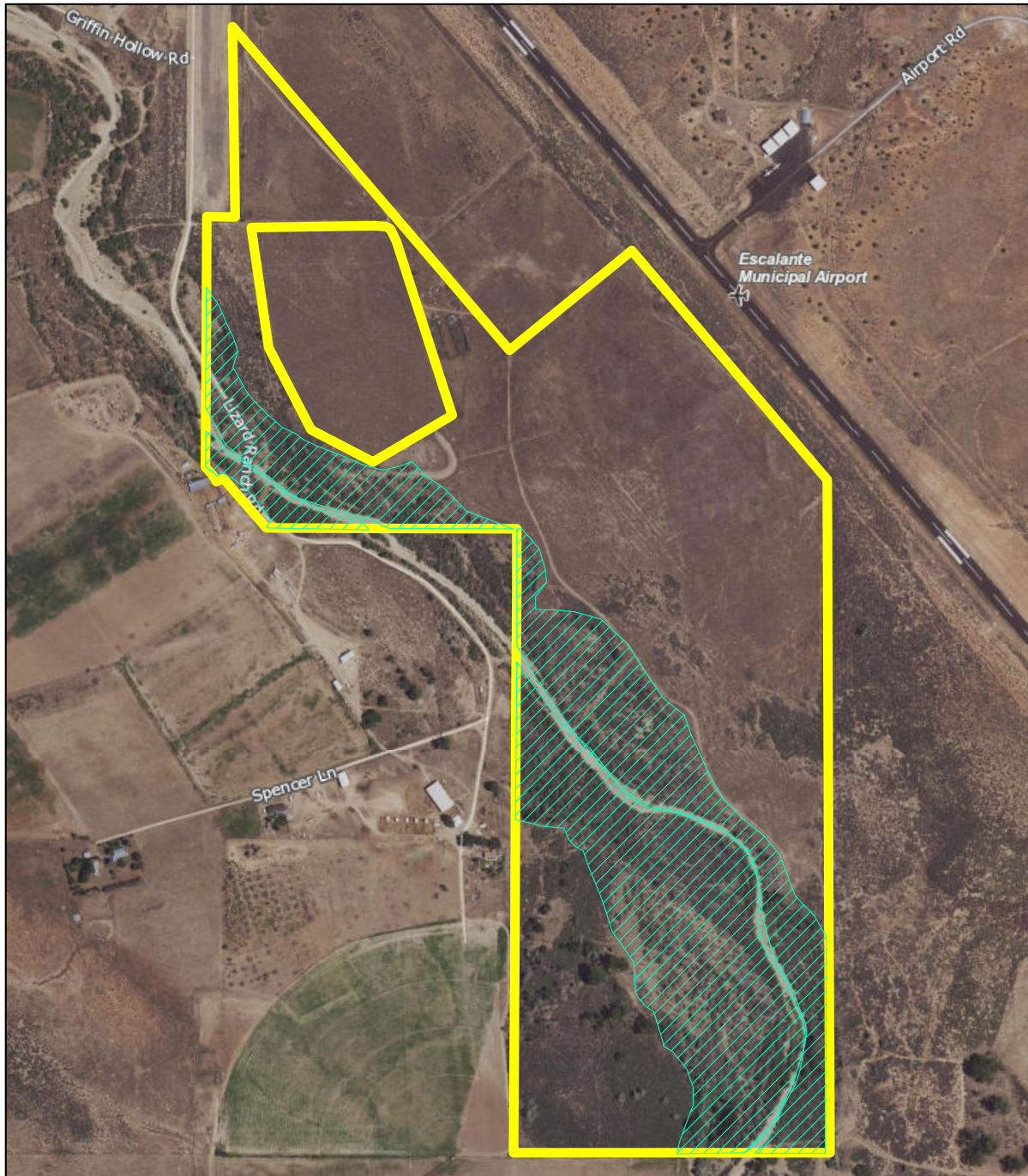
**Contractor  
(President Or Official Rep.)**

_____	_____	_____	_____
Signature	Date	Signature	Date
_____		_____	
Print Or Type Name		Print Or Type Name	



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# PROJECT MAP

## Conservation Plan Map



### Legend

-  Russian Olive Removal
-  SWFL 2018



**Bid Form** PROJECT NAME **Alvey Wash Riparian Restoration Project Phase 2018 - 1**

**Contact Information**

Name of Business:

Contact Person:

Job Supervisor:

Address:

City, State & Zip Code:

Company Phone #:

Supervisor Phone #:

Email:

PER ACRE BID AMOUNT:

I have read the terms of the contract and understand that, if awarded, I will meet all the terms of this contract.

Company Representative (please print):

Signature:

Title:

Date:

## **COMPLETE BID PACKET DUE BY August 17, 2018**

THE FOLLOWING DOCUMENTS MUST BE RECEIVED BY **5:00 PM MDT** August 17, 2018 BY EMAIL OR MAIL TO:

By Mail:

Grand Staircase Escalante Partners  
Sue Fearon  
Project Coordinator, Private Lands  
PO Box 724  
Escalante, UT 84726

By Email: (preferred)

[sue@gsenm.org](mailto:sue@gsenm.org)

A complete bid packet will include all of the following:

- 1) Completed Bid Form
- 2) Equipment and Crew/Operator to be employed in the service of this contract
- 3) Proposed start date (after September 1, 2018, see 'contract performance' and 'contract time' (above) for more information, this is non-binding.)
- 4) 2 References
- 5) Proof of Insurance (Worker's Compensation and General Liability)

Please retain the unsigned contract for your records. These pages do not have to be returned.

Contact:

Sue Fearon  
435-691-3037