Project Administrators:

Jonathan Bruno, Operations Dir. Coalition for the Upper South Platte (CUSP) 38000 Cherokee Avenue Box 726 Lake George, CO 80827 jonathan@uppersouthplatte.org 719-748-0033 office

Pertinent Dates

8/22/2014 / 9:00 AM Pre-Project Tour 8/25/14 COB – Bids Due 8/26/2014 - Operational Period 12/31/2014– Project to be completed

Michelle Connelly, Forester

Coalition for the Upper South Platte (CUSP) 38000 Cherokee Avenue PO Box 726 Lake George, CO 80827 michelle@uppersouthplatte.org

High Forest Ranch Fuels Treatment Project

8.27 acres

Project Description

Project Location:

This project, located in El Paso County, is located within Black Forest. Forest type is predominately Ponderosa Pine.

General Description of Work:

Work involves fuels reduction & restoration thinning via mechanical mulching/ mastication / Hand treatment / Product removal and Chipping.

Purpose:

Demonstration project for High Forest Ranch in Black Forest located southeast of Hwy 83 and Hodgen Road. Seven properties across three separate sites. Includes hand treatment, chipping, and a mastication demo property.

Treatment Goal:

The primary goal is to decrease hazardous fuels and increase overall forest health within the project areas. Secondary goals will be to improve forest wildlife habitat, to promote ponderosa pine forests, and to increase forest resistance to insects and disease.

Treatment Objectives:

There are multiple objectives that will be implemented to reach the desired goals. These objectives are general and will be more detailed in the prescriptions below.

- Remove ladder fuels from the understory by thinning from below.
- Target dead, dying, diseased and poor form trees and shrubs for removal over healthy trees and shrubs.
- To break up the continuity of fuels, while also improving the amount and quality of openings.
- Reduce fuel loading to decrease the chance of fire spreading.
- Maintain or enhance aesthetics and D-space areas.

Site Description:

This forest consists predominately of closed canopy stands of ponderosa pine with limited aspen. Some areas have a proliferation of dog hair ponderosa whips. Slopes are negligible to slightly rolling. Understory is mainly grasses.

Individual Property Descriptions:

TOTAL - 8.27 acres

Site 1: Winding Trail Road, 0.84 acres of mastication demo in dense second growth ponderosa pine.

Site 2: Waving Branch Way, 2.3 acres, hand treat, mastication, chip. Debris/slash piles and old stumps to treat. Desires 1 cord of firewood.

Site 3: Waving Branch Way, 0.99 acres, hand treat and chip. Possible limited mastication.

Site 4: Open Sky Way, 0.11 acre across 2 small areas. Hand treat with owner preference that material be cut and dragged to owner-designated chipping locations due to lush groundcover. Chipper access as property owner instructs.

Site 5: Common Area 1, 2.23 acres, enhancement of firefighter safety zone around water drafting site. Contains larger ponderosa pine to smaller diameter ponderosa for hand treatment and chipping. Limited mastication due to meadow location.

Site 6: Common Area 2, 1.2 acres, hand treat and chip, includes private

property and adjacent common area. Dog hair stands and second generation.

Site 7: Common Area 3, 0.6 acres, hand treat and chip, includes private property and adjacent common area. Dog hair stands, second generation, larger ponderosa.

Prescription: Average basal area between 30-50 sq ft (with ranges of 0-100), 60-70% of all trees found in groups with the remainder being single random trees. Groups will be 2-5 trees. Openings shall range from 30-60 feet in size.

Unit Prescriptions:

General Considerations for all Units:

• All of the units will be treated to break up the vertical and horizontal continuity of fuels. Masticating / Handwork equipment will be used to treat the units.

• A Fecon Bullhog on a skid steer / Handwork or equipment similar in performance, will be used in all of the units to limit the amount of disturbance since the work for the most part is taking place in areas that will be within close proximity to homes

• The contractor will remove trees in a "feathered pattern" along the boundaries (not delineated by fence or road) according to the tree stand characteristics and operability. If a clump of trees is along the boundary the whole clump will be cut or not cut, it will not be cut in half. Contractor will treat up to fence and trail boundaries. Material will not be propelled onto neighboring lands; hand work may be needed along these boundaries to avoid this.

• All stumps will be cut as close to the ground as possible. Unless there is rock near the base of the removed tree stump, height will not exceed four inches. In the road portion of the Talon Unit, stump height will not exceed two inches.

• All trees to be cut that are less than eight inches dbh shall be mechanically masticated and no mulched material shall be larger than four feet long and six inches in diameter.

• Any material larger then 8"dbh will be removed from the properties, as described. If chips depth exceed the required average chip depth of 2" on average over the entire project units separately.

• Snags will be retained as outlined below in the snag section.

• All trails will be kept clear of debris, and if debris is propelled onto trails or roads it will be removed before the end of the working day. Trail closures will be coordinated by contractor ahead of time with contract administrator and Park Staff. Signage will be used to notify the public.

Snag Prescription:

Presently there are one to two large snags found per acre in the proposed treatment units. Contractor will maintain this level of snags. Any turkey roost trees that are identified shall be left as is. Live trees with broken tops, dead tops, or mechanical damage are likely candidates to become wildlife trees. Criteria for selecting wildlife snags are as follows:

• Trees already with signs of woodpecker, or other raptors (nests, holes, cavities, etc)

• Trees with dead or broken tops which are likely to develop heartrot.

• All wildlife snags should be at least eight inches in diameter (prefer > 14") and have their bark intact.

All other dead standing trees eight inches or less will be treated to prescription. Any dead standing snags found within 1.5 times the tree height of an existing road, trail will be cut. Pieces too large to be masticated by the equipment will be hand cut. To prevent large accumulations of fuel, boles of such trees will be bucked into sections 48 inches in length and stacked at an access point for use by the Park as firewood. Branches and wood less than six inches in diameter at the large end will be masticated.

Marking:

The contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the contract administrator. BOUNDARY – (Orange flagging): The unit boundaries will be delineated with orange flags, unless a trail, road, fence, or obvious natural structure forms the border.

PROJECT IMPLEMENTATION:

Contract period & Operational Period:

• This project will be completed between August 25, 2014, and December 31, 2014. Start date and schedule must be coordinated with contract administrator.

• Daily Operational Period: Limited to 9:00 a.m. to dusk, Monday through Friday to limit conflicts with landowners. The operational period on Fridays will be between 7:00 am and 12:00 noon. • No contract extensions will be allowed for this project.

Operation Restrictions:

• The Contract Administrator may suspend or limit operations in the case of excessive fire danger, excessive damage due to mud or snow, excessive residual tree damage, or failure to meet contract specifications.

Treatment Methods and Equipment:

• The treatment method for all units is mastication with a Fecon Bullhog or similar masticating machine. Some hand falling of large trees or boundary trees will need to be completed by hand. Also, there may be some small rock outcrop areas that will be treated by hand.

Access:

- The mastication equipment will be driven into the units with a location for the trailer and vehicle parking area to be determined by the contract administrator in coordination with the Park Manager.
- No equipment shall be parked on or block the private roads or driveways at any time.
- All access roads and trails will be kept passable at all times. Any significant accumulations of material on the access roads will be removed immediately. Accumulation on trails will be removed by the Contractor before the end of each day.
- Roads, trails, and other improvements damaged by the contractor will be repaired to a like or better condition as that found prior to the start of work. This repair may include repairing or replacing drainage control features. Significant damage to existing roads or other improvements caused by the Contractor must be repaired by the Contractor within 10 working days of notification by the Contract Administrator.

Additional Performance Standards:

Soil disturbance will be as minimal as possible. Ruts and/or depressions in the soil caused by

Contractor's equipment will be less than 2 inches deep. In areas where machines have used a path repeatedly, water-bars will be installed by the Contractor if the Contract Administrator deems necessary.

Ephemeral drainage areas will not be used as travel routes. If riparian drainage areas (determined by riparian vegetation) are found within a unit, work will not be completed within 15 feet of the drainage center.

Fuel, hydraulic fluid or other chemical spills will be reported to State Parks immediately. Soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall either be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor or left in place and mixed with an encapsulating product such as RamSorb I, depending on the amount of contamination. No change of oil, hydraulic fluid, coolant or other fluids will be permitted on Colorado Division of Parks and Wildlife property. The Contract Administrator may require the Contractor to mulch leave trees that have been significantly damaged (broken top, multiple equipment scars, equipment scarring in excess of 12" x 6" on the trunk, or an area encompassing more than two-thirds of the trunk circumference) by the Contractor. The Contractor must minimize damage to residual trees. The Contractor will be charged \$50 for each significantly damaged tree that is 4 inches dbh or greater. Damaged gates, fences, or signs will be repaired to a like or better condition or replaced by the Contractor, at the discretion of the Contract Administrator in coordination with State Parks staff.

Boundary fences must not be damaged and the mastication debris must not be propelled onto the neighboring lands. No woody material may be left on or piled up against boundary fences. Work may need to be completed by hand near property boundaries in order to meet this standard.

In order to quickly request assistance in the event of a fire or medical emergency, each crew working on the site will be required to have immediate access to a cellular phone.

Areas for refueling of chainsaws will be designated by the contract administrator. Refueling areas will have a minimum dimension of five by five feet, and will be cleared of all combustible material to mineral soil. No chainsaw or other motorized equipment will be started within 15 feet of any refueling area. Chainsaws or other equipment will be allowed to cool for a minimum of ten minutes before being refueled.

Smoking will only be allowed in vehicles.

Each vehicle must have a properly serviced Class A, 2.5 pound fire extinguisher and a minimum of one fire tool per cutting crew member and five gallons of water.

All vehicles and motorized equipment must utilize effective manufacturercertified spark arresters and muffler systems.

Neither trash nor litter will be left by the Contractor anywhere on the Park, access route, or vicinity. Daily hauling of any trash generated by the Contractor is the Contractor's responsibility.

All issues and concerns of adjacent property owners and others shall be referred to the Contract Administrator.

• The work site should be left in a safe manner at the end of every work day, and the Contractor will take all reasonable precautions injury to the public. The following precautions will be required:

1. All equipment will be safely stored at the end of every work day or when unattended. Ignition keys will be removed from machinery and removed from the site. The hitch of all chippers or other towed vehicles will be closed and locked at the end of every work day or when unattended.

2. All vehicles, chippers, or other towed vehicles will be safely parked on level ground with the wheels blocked and locked at the end of each work day or when unattended.

3. Chainsaws, gasoline and oil will be locked inside a vehicle or secured in a locked metal box at the end of each work day or when unattended.

No exposed root balls should be created by this project; however any exposed root balls created during this project will be tipped back into an upright position or masticated by the Contractor.

There will be no salvage rights granted to the Contractor for this project.

Visitor Safety

Safety of staff and visitors will be paramount at all times. The contractor will exercise due caution to safeguard the safety of visitors and staff at all times. In addition the contractor will take the following precautions on a daily basis:

• At the beginning of each work day, the contractor will inform the Project Administrator where the work will be taking place on that day.

• When working within 100 feet of any road or trail, the contractor shall post signs at least 100 feet in advance of the work area on each direction of travel. Such signs shall have a minimum dimension of two feet by two feet. If necessary flagman will be placed along the road to control or stop traffic if there is any danger to motorists or workers.

Subcontracting:

All subcontractors must be approved by CUSP in writing prior to contract signing and bid approval.

Administration:

If the Contractor completes less than 90% of the project the Contractor will be paid for the acreage completed. If the Contractor does not complete acres within each unit due to inability, the Contractor will submit a detailed invoice to Contract Administrator, displaying complete and incomplete acres. Contract Administrator will GPS completed acres to determine final completed acreage and appropriate payment.

At the time of signing a written Operational Plan shall be agreed to between the Contractor and the Contract Administrator. Among other things, the plan shall describe projected start and end dates for the project, the order of work among the various blocks, projected times to complete each block, etc.

Work must be started within 21 working days of the date agreed upon in the Operational Plan, except as may be approved by the Contract Administrator. For each day past this 21-day window, the Contractor may be assessed a \$250 fine. Contractor shall notify the Contract Administrator prior to moving any equipment into the project area and also prior to the start of work. No work will begin without the presence of the Contract Administrator.

Due to funding constraints, meeting time requirements in all phases of this project is critical. Upon project completion, the Contractor must request a final inspection by the Contract Administrator. This final inspection will be no later than January 1, 2015. Any additional work to correct deficiencies identified in this final inspection must be completed by February 1, 2015. Final invoicing for the work must be submitted to the Contract Administrator by February 1, 2015. Final payment will be processed upon successful completion of the project and after final inspection is complete.

ENVIRONMENTAL & OTHER ISSUES:

Weed prevention / Rehabilitation / Reclamation:

The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area or adjacent private lands used for access to reduce the spread of noxious weeds from other projects. The vehicles will be inspected by the contract administrator prior to entering the park to ensure compliance. Machine operations during project will avoid driving through excessively weedy areas and will notify contract officer of its location. No major reseeding effort is expected to be necessary for this project; however reseeding may be required of the Contractor in areas where work has exposed bare soil and in areas as may be deemed necessary by the Contract Administrator. Any and all reseeding will be done with seed mix specifications provided by the State Parks Resource Stewardship Coordinator.

Sensitive Areas to Avoid:

• Use caution to not damage boundary fence or propel mastication debris onto neighboring land.

Archaeological/Cultural Resources to Avoid:

Contractor Expectations:

Bid Approach: The contractor will bid based on their determination of the most effective and cost-efficient strategy for implementing this project. When making a proposal to CUSP, please consider the following requirements:

Bid Submittal Requirements:

Proposal Summary- Narrative discussing points mentioned below in the Selection Procedure and Criteria

Familiarity with project area and scope

Work experience - pictures and highlights if possible

Track record - might include recommendations from clients

- d. Budget itemized budget, Based on a price per acre (Because each property owner will be billed separately by CUSP, it is important that the selected contractor keep detailed time/cost records per property address).
- 2. Client contact names, addresses, phone numbers, email addresses.
- 3. Contractor contact information.
- 4. Complete and timely submittal of all required proposal documents is required for the proposal to be considered.

Selection Procedure and Criteria:

Bids for the project described herein will be evaluated on the following basis:

- 1. Contractor's familiarity with the project area, project scope and work experience.
- 2. Track record of delivering successful projects which are similar in scope (references)
- 3. Our confidence in the contractor's ability to implement the proposed work effectively and with high quality outcomes (combination of experience and references)
- 4. Price.

Bids will be weighed against these criteria, as opposed to simply accepting the lowest bid. Budget is only one factor that will be considered in awarding the contract for this project. In the event that all proposals exceed our project budget, we will use other criteria in selecting a contractor who is willing to downscale the project scope to fit our budget. CUSP retains all rights to refuse any and all bids for any reason. will be considered.

BIDS MUST BE EMAILED, MAILED OR HAND DELIVERED TO:

1. EMAIL jonathan@uppersouthplatte.org

2. MAIL Attn: Jonathan Bruno / Ridgewood CUSP Box 726, Lake George, CO 80827

3. OFFICE LOCATION (please call before coming out) 38000 Cherokee Ave, Lake George, CO 80827

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Pre-Bid Site Visit:

Due to the nature of this project it is anticipated that a site visit will be necessary before a bid can be prepared. Access to the private properties for a "show me tour" has been scheduled for 8/22/2014. I you are interested in attending please contact jonathan@uppersouthplatte.org for directions, meeting time and location. The meeting location will be at HWY 83 / 6/10 of a mile South past Hodgen on the East side.

<u>APPENDICES</u> -Liability Insurance Requirements Indemnification Project Map

LIABILITY INSURANCE REQUIREMENTS

During the entire term of Project, the CONTRACTOR shall maintain, at its own expense, insurance in at least the following minimum amounts and classifications:

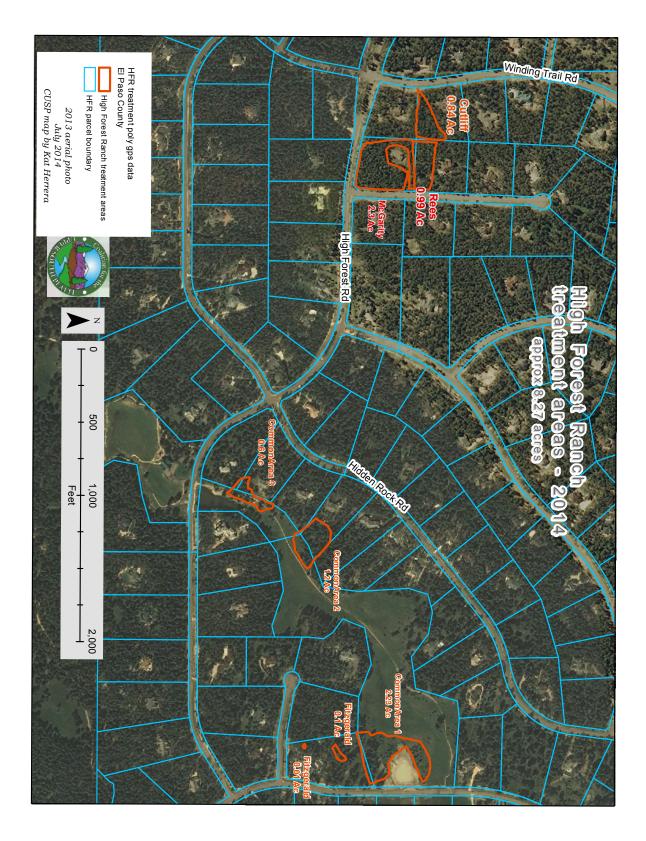
<u>Workers' Compensation / Employer's Liability</u> Not less than that required by statute

<u>Comprehensive General Liability</u> (including blanket contractual liability insurance):

Bodily Injury	\$ 500,000 each person; \$1,000,000 each occurrence
Property damage	\$ 600,000
General aggregate	\$ 2,000,000
Comprehensive Automobile Liability	
Bodily Injury	\$ 500,000 each person; \$1,000,000 each occurrence
Property damage	\$ 600,000

The CONTRACTOR shall furnish certificates of such insurance to CUSP representative prior to performance of this Agreement. CUSP shall be named as an additional insured on all policies of liability insurance.

CONTRACTOR understands that no such insurance will be provided by CUSP.



INDEMNIFICATION

CONTRACTOR agrees to protect, defend, indemnify and hold harmless the CUSP, its divisions, boards, the State of Colorado, and each of their officers, officials, employees, representatives, agents, successors and assigns against any and all losses, penalties, injuries, claims, fines, legal actions, damages, settlements, costs, charges, professional fees, attorney's fees or other expenses or liabilities of every kind and character incurred by said listed parties and/or arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character, in connection with, or arising directly or indirectly out of CONTRACTOR's negligence, intentional act, professional error, mistake, omission, performance or failure to perform and/or default or breach under the terms of this Agreement, or fault of CONTRACTOR during the performance of this Agreement. Without limiting the generality of this Section, in any and all such claims or actions relating to personal injury, or of any other tangible or intangible personal or

property right, or actual or alleged violation of any applicable statute, ordinance, administrative order or directive, order, rule or regulation, CONTRACTOR shall respond to and defend any such claims or actions at its sole expense with counsel approved by CUSP and agrees to bear all other costs and expense related thereto, and attorney's fees, even if such claim is groundless, false or fraudulent.