

October, 2009

REQUEST FOR BIDS

Project Administrator:

Coalition for the Upper South Platte (CUSP)

38000 Cherokee Avenue

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Project: Majestic Park

Property: Property is located off of West Evergreen Heights Drive, Woodland Park, Teller County, Colorado, west of Highway 67.

OCTOBER 9 Request for Bids release

OCTOBER 16 10:00 a.m SHOW ME TOUR

To RSVP for the show me you must call Jonathan and coordinate prior to or no later than OCTOBER 15 at 3 p.m. MST. Jonathan Bruno - 303.588.9824

OCTOBER 23 Proposals due to CUSP no later than 10 AM MST

OCTOBER 30 Selected /non-selected Contractor(s) notified by end of work day. Begin work as soon as contract is signed.

JANUARY 1 Complete all treatments

Property Descriptions:**Majestic Park**

This subdivision is located adjacent to Meadowood Park off of Evergreen Heights Drive in Woodland Park Colorado. The property is a mixed coniferous forest dominated with Ponderosa Pine. Northern slopes within the project boundaries are often dominated by Douglas fir. The overall project areas are typically 30 –40 % slopes – 100% mastication. The project area is owned by the Homeowners Association. This project is a continuation of work undertaken at Meadowood Sports Complex and at Majestic Park. All material must be chipped or masticated, following guidelines presented in the Appendices.

Total Acres to be treated at this property: 13.3

Project Timeline: Projects must be completed by end of business on Friday, January 1, 2010. If extreme weather is encountered during the project operation period an extension may be provided if approved by administrator. Contract will include significant liquidated damages for failure to complete on time. **The following schedule is therefore a priority consideration in this project:**

Bid Approach: Contractor will bid based on their determination of most effective and cost-efficient strategy for implementing a shaded fuel break project, encompassing 13.3 acres.

Bids may be emailed, faxed, or delivered by hand by October 23, 2009

AS PART OF BID SUBMITTAL: Include:

1. Proposal Summary– Narrative discussing points mentioned below in the Selection Procedure and Criteria –
 - a. familiarity with project area and scope
 - b. Work experience – pictures and highlights if possible
 - c. Track record – might include recommendations from clients
 - d. budget – itemized budget
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.

Successful bidder will be notified by October 30, 5 p.m MST, and may start work upon execution of contract and provision of insurance documents.

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 and project scope and work (experience).
2. Track record of delivering successful projects that are similar in scope (references).
3. Our confidence in the contractor's ability to implement the proposed work effectively and with high quality outcomes (combo 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.

CONTRACTOR TASK AND EXPECTATION SUMMARY

The specific tasks for which we are seeking services are summarized below.

A detailed explanation of prescriptions and additional pertinent info may be found in Appendix.

1. Treat 13.3 acres at Majestic Park following the treatment prescriptions listed in the Appendix.
2. Boundary areas will be marked with flagging or paint and will be identified by CUSP project Manager.

EXPECTATIONS OF THE CONTRACTOR

1. Carry liability insurance as required in the appendix.
2. Work with CUSP to finalize project implementation plan.
3. Implement according to plan by completing work within the allotted timeframe and budget.
4. Identify any problems with project promptly to CUSP project officer.

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 October 16, 2009. While participation in the tour is not a prerequisite for consideration under this Request it will greatly increase your ability to bid on this project wisely.

Appendix: Contractor Tasks **Shaded Fuels Break at Majestic Park**

For the purpose of this proposal

Majestic Park and Stone Ridge Boundaries: 100% mastication, 3.7 acres, Flagged in pink– removal of firewood otherwise chip and or mastication

Contractor Expectations

1. Treat 13.3 acres at Majestic Park following the treatment prescriptions listed below.
2. Boundary areas will be marked with flagging or paint and will be identified by CUSP project Manager.
3. Contractors will follow Colorado State Forest Service Guidelines for Shaded Fuel Break (see below).
4. Material from fuels reduction will be chipped with mulch spread to a depth not to exceed three inches.

Project Goals: The purpose of the project is to create a shaded fuel break, pursuant to Colorado State Forest Service Guidelines listed below and available at: www.csfs.colostate.edu/pdfs/fuelbreak_guidelines.pdf

A shaded fuel break is a forest management strategy used for mitigating the threat of wildfire in areas where natural fire regimes have been suppressed, leading to a dangerous buildup of combustible vegetation. Constructing a shaded fuel break, is the process of selectively thinning and removing more flammable understory vegetation while leaving the majority of larger, more fire tolerant tree species in place.

Appendix: Shaded Fuel Break Requirements

1. Create a shaded fuel break by thinning from below.
2. Trees to be retained will be primarily dominant conifers of good form (straight stems, conical tops and large amounts of green needles). Trees to be removed will come primarily from the over topped and co-dominant classes. Most of the trees to be removed will be less than ten inches in diameter.
3. Leave a sprinkling (clumpings where possible) of well formed young conifer regeneration in openings for aesthetics and to maintain age diversity in the stand. To avoid as much as possible a return to closed canopy in openings where regeneration is thinned, the following spacing guidelines will be applied to conifer regeneration in openings.

4. No conifer regeneration will be left in an opening that is growing within ten feet of larger conifer and is likely to become ladder fuel within the next ten years.
5. Conifer regeneration in openings will be thinned to an average spacing of 15 to 20 feet between boles of the regeneration.
6. The purpose of the spacing guidelines is to maintain an open canopy as the trees grow to maturity.
7. Remaining trees should be no closer together than 10' crown to crown and 30' stem to stem. Some clumps of three to five dominant conifers may be left on a closer spacing if adequate space is left around the clump.
8. No live aspen will be cut.
9. All dead trees, aspen or conifer, within 20 feet of either side of the maintenance access roads will be cut. All dead wood within 20 feet of either side of the road will be chipped.
10. Greater than twenty feet from either side of the maintenance access roads no more than two dead trees greater than 10 inches DBH may be left as wildlife snags.
11. Trees within 20 feet of either side of the maintenance access roads within the project area will be pruned according to the following guidelines:
12. Dead limbs on all conifers will be pruned to a height of ten feet above the ground.
13. On ponderosa pine and Douglas-fir in excess of thirty feet tall, live limbs will be pruned to a height of ten feet above the ground.
14. On ponderosa pine and Douglas-fir greater than six feet tall but less than thirty feet tall, live limbs will be pruned so that a minimum of two thirds of the green branches remain on the tree or to a maximum of ten feet above the ground.
15. On spruce trees, only dead wood will be pruned up to a maximum of ten feet above the ground.
16. Regeneration of any conifer less than six feet tall will not be pruned.
17. Aspen will not be pruned.
18. All pruned material will be chipped
19. Drag and pile all slash and chip
20. Wherever practicable, contractor will cut stumps to ground level. Where slope, rocks, or other features prohibit cutting to ground level, then a maximum of 4" on the uphill side will be acceptable.
21. Mitigation of wildfire hazards focuses on breaking up the continuity of horizontal and vertical fuels. Additional distance between fuels is required on slopes.
22. Creating an effective defensible space involves developing a series of management zones in which different treatment techniques are used. See

Appendix: 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:

Workers' Compensation/ Employer's Liability

Not less than that required by statute

Comprehensive General Liability (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.