The Nez Perce Soil and Water Conservation District, will accept proposals in the form of a for Hazardous Fuel Reduction on forestland near Webb Ridge Road, in Nez Perce County, Idaho to treat fuel using mastication methods in the Sweetwater Creek watershed of Nez Perce County, Idaho. Proposals will be accepted until Monday, September 30, 2019 at 4 pm.

The proposals will be reviewed at the Nez Perce Soil and Water Conservation District office at 27880 Chambers Road on October 1, 2019.

The Proposals may be submitted to the NPSWCD using one of the following methods:

- Mail: NPSWCD; PO Box 131, Culdesac, Idaho 83524
- Email: npswcd@co.nezperce.id.us
- Fax: 208-843-2234

Responders who choose to submit their proposal by email or fax are responsible to ensure it’s receipt by the NPSWCD by either phone 208-843-2931 or email at npswcd@co.nezperce.id.us.

Contract documents and specifications may be obtained Monday – Thursday 9 AM to 3 p.m., by contacting Rachel Smith at (208) 843-2931 or npswcd@co.nezperce.id.us or on line at www.nezperceswcd.org/bids.

Proposals must include:

A signed copy of the request for proposal #19-2146c (attached) with the per acre fee (item 5, page 3) identified.

Successful proposals will require a performance bond and compliance with the Forest Thinning General Contract Provisions. Both documents can be found on the NPSWCD web site at: http://www.nezperceswcd.org/Employment.aspx

Or copies can be requested from NPSWCD by email at npswcd@co.nezperce.id.us
1. PROJECT LOCATIONS

The project area is located within Nez Perce County, Idaho at Township 35N, Range 4 W Section 24/25. The project is located approximately 1.7 miles south of the Webb Ridge Road and Soldiers Meadow Road intersection.

There are 3 areas proposed for thinning using mastication methods. The NPSWCD may award all units, specific units or portions of units. The NPSWCD will determine final units on October 2, 2019.

Area 1 - Latitude N 46.172765 Longitude W -116.770404
Parts of Section 25, Township 35N & Range 4W
33 Acres

Area 2 - Latitude N 46.180802 Longitude W -116.775061
Parts of Section 24, Township 35N & Range 4W
32 Acres

Area 3 - Latitude N 46.187056 Longitude W -116.780287
Parts of Section 24, Township 35N & Range 4W
6 Acres

Total Treatment acres this proposal = up to 71 ac

2. PROJECT CONTRACT DESCRIPTION

Treatment specifications and plan maps are located in attachment 1

3. BIDDER AND AWARD INFORMATION

The NPSWCD reserves the right to make reasonable inquiry to determine the responsibility and qualifications of the entity submitting a proposal. Such requests may include, but are not limited to, financial statements, experience, references etc. The successful proposal must show to the
Nez Perce Soil and Water Conservation District

satisfaction of the NPSWCD they have sufficient equipment and crew to complete the work contracted by the specified time. Proposal will be awarded on “best value” and not necessarily lowest bid. The Proposal will be on a per acre basis for all 3 units. Proposal submitters should make their own determination on the amount of work in each unit and prorate bid for all units.

Specifications All Units:

1. All vehicles shall stay on roadways unless specific authorization is given by the NPSWCD for off-road travel.
2. Gates must remain closed and locked at all times. No camping is allowed behind gates. Access behind gate will be provided by NPSWCD.
3. Signs shall be posted at access points to identify that equipment is chipping/grinding trees in the area.
4. The contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day.
5. Equipment will be fueled and maintained at least 100 feet from any water source.
6. The contractor will abide by all rules of the Idaho Forest Practices Act. No equipment will be operated within 75 feet of a Class 1 Stream or 30 feet of any stream channel.
7. All trees to be cut shall be completely severed below the lowest live limb and the resultant stump shall be no taller than six (6) inches measured from the ground on the uphill side. The cut surface of stumps should be horizontal (level) when finished.
   a. Cut trees or parts of cut trees shall not be left hanging up in leave trees or adjacent stands. This is extremely dangerous. A “designated tree” is any tree marked with a band of paint or otherwise identified by the NPSWCD for removal.
8. The contractor agrees to protect undesignated trees from damage.
9. The contractor agrees to repair and maintain roads and trails to current or better conditions and consistent with the Idaho forest Practice Act. Snow plowing will be coordinated with landowner and or county road district.
10. Purchaser will promptly repair any damaged caused by their operations to fences, gates or other improvements.
11. Additional acres may be assigned to any units through a written modification and affirmed by the NPSWCD.
12. Mastication includes: grinding of all slash, surplus trees and brush to 90% consumption. All surplus vegetation and slash shall be ground or cut such that no woody piece is greater than 3 feet in length and no surplus vegetation exists taller than 2 feet. Down logs greater than 8 inches in diameter do not need treatment. Any salvage requires written approval of the landowner administered by the NPSWCD.
13. No material generated or otherwise available may be removed without a written consent or contract from the landowner.
14. The debris piles will be constructed 10’ from any live tree and be of ample size, shape and density to shed most precipitation and not damage residual trees when burnt.
15. The debris piles will be constructed in a way that the height of the pile will exceed the base width.
16. No burning or fires are permitted without permission of the landowner.
17. Drivable fire lines will be 12-14 feet wide with a minimum of cutting and filling.

4. DEFINITIONS

For the purpose of this contract the following definitions apply:

**Contractor:** The successful bidder or an authorized agent (in writing) to be present on the contractor’s behalf.

**NPSWCD:** Nez Perce Soil and Water Conservation District.
**Diameter Breast High (DBH):** A point on the tree stem 4.5 feet above the ground level on the high side of the tree.

**Dominant tree:** An open grown tree with near full crown and a pointy top or the dominate tree in a group identified by greatest height and diameter.

**Hang ups:** Partially severed trees or stems severed but not on the ground.

**Leave tree:** A preferred tree to be retained within the shaded fuel break. Dominant Western Larch, Ponderosa Pine; and Douglas-fir are priority. In no case shall a Sub-Alpine Fir be a leave tree.

**Masticate:** Whole tree chipping.

**Mulch:** By product of chipping.

**Species Preference and Tree Health Criteria:** When selecting the desired residual trees, the contractor will use a tree species preference of Western Larch, Ponderosa Pine, Douglas fir, Engelman Spruce, Lodgepole Pine, and Grand Fir in that order. Selected residual trees will be free of any insect pests, pathogens, and or disease.

**Slash:** All severed trees, tops and debris created as a result of cutting activity.

**Surplus Tree:** All trees live or dead two feet or taller not identified as leave trees (designated trees). This includes hang-ups, high stumps or stumps cut at angles, hardwoods and whips.

**Units:** For the purpose of this contract units identify cutting specifications which are marked in the woods and shown on project map.

5. **AMOUNT OF FEE** : Insert per acre fee here:

6. **PAYMENTS TO THE CONTRACTOR**

Payment shall be made to the contractor after certification that work has been completed as per specifications and meets technical standards. The contractor shall notify NPSWCD at the following progress points: 25% completion, 50% completion and 75% completion.

Contractor agrees that clerical support will be the sole responsibility of Contractor.

Contractor agrees to furnish his own vehicle to perform services under this Agreement without mileage reimbursement.

Contractor agrees to furnish his own supplies needed to perform the services under this Agreement, except as otherwise provided by the NPSWCD, and NPSWCD shall have no responsibility for security or protection of Contractor’s supplies or equipment.

7. **TIME OF PERFORMANCE AND TERMINATION**

Contract is effective 10/2/2019 and expires 10/31/2019
All work must be completed by 10/31/2019.

Contractor shall commence work beginning the 2nd day of October, 2019, and shall continue working under this contract through the 31st day of October, 2019, or until NPSWCD determine otherwise.

This Contract may be terminated immediately by NPSWCD for breach of this Contract by CONTRACTOR and either party may terminate this Contract by 30 days written notice to the other party.

This Contract may be amended at any time during the term of this contract upon written agreement of the parties.

8. INDEPENDENT CONTRACTOR

The parties agree that Contractor is the independent Contractor of Nez Perce County and is no way an employee or agent of NPSWCD and is NOT entitled to worker’s compensation or any benefit of employment with NPSWCD. Contractor agrees to pay and be responsible for all taxes due from the compensation received under this contract, and comply with all applicable self-employment laws and regulations.

9. INSURANCE

For the duration of this Contract and until all work specified herein is completed, Contractor agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy, with Broadform B Coverage, in the minimum amount of $1,000,000 (ONE MILLION DOLLAR AND NO/100’s), per occurrence, a minimum amount of 1,000,000 (ONE MILLION DOLLAR AND NO/100’s) aggregate, which shall name and protect NPSWCD, all NPSWCD employees, Contractor, and its officers agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the Contractor’s acts.

Contractor shall provide proof of liability coverage as set forth above to NPSWCD prior to commence its performance as herein provided.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless NPSWCD and its officers, agents, and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the Contractor’s acts.

11. DISPUTE RESOLUTION

The Contractor and NPSWCD agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights to mediation. Mediation by an agreed upon mediator may occur after the 30 day period, as determined by NPSWCD. If litigation does occur, it would be in the legal jurisdiction of Nez Perce County, Idaho.

12. INCORPORATION OF GENERAL CONDITIONS.

The Contractor will comply with all provisions in the accompanying Statement of General Conditions, which by this reference is incorporated into this Request for Proposals as if fully set forth herein.

13. LIQUIDATED DAMAGES
As more fully set forth in Section 31 of the Statement of General Conditions, liquidated damages for failure to complete all required work by the specified completion date are set at $500 per day.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Contractor and Nez Perce County.

AGREED AND ACCEPTED

By: ____________________________     ____________
    (Contractor)        Date

NEZ PERCE Soil and Water Conservation District

BY: ____________________________     ____________
    Date
Attachment 1 – Treatment Prescription

Legal Description:
Sections 24 and 25, T33N R4W (See Attachment 2 for topographic location map)

Treatment Units (refer to Plan Map):

<table>
<thead>
<tr>
<th>Elevation: 4,600 feet</th>
<th>Acres:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Area 1 = 33 acres</td>
</tr>
<tr>
<td></td>
<td>Area 2 = 32</td>
</tr>
<tr>
<td></td>
<td>Area 3 = 6</td>
</tr>
<tr>
<td></td>
<td>TOTAL = 71 acres</td>
</tr>
</tbody>
</table>

| Major Soil: Basalt Parent Material | Habitat Type: ABGR/ LIBO |

Stand History & Silvicultural Treatment:

Natural regeneration is entering the stem exclusion stage. Approximately 860 trees per acre are present but range from zero to 1700 stems per acre. Thinning will remove approximately 660 trees per acre. Crop trees are to be retained on a 15’ x 15’ spacing, which should equate to approximately 200 trees per acre.

Current resource concerns are:
1. Plant health
2. Wildfire prevention
3. Forage and Timber production
4. Integrated Pest Management
5. Increasing Biological Diversity.
6. Increasing age class diversity.

Existing Spacing: 7 x7, 860 TPA
Planned Spacing: 15 X 15, 200TPA

<table>
<thead>
<tr>
<th>Diameter 0 – 6”</th>
<th>Height 8’ - 35’</th>
<th>Age 5 - 25 years</th>
</tr>
</thead>
</table>

Species Composition:
GF(41),DF(21),PP(18),LP(11),WL(9)

Anticipated species Composition:
DF(40),PP(30),LP(20),WL(10)

Number of trees to remove/acre: Approximately 660

Cutting Method: Masticator.

Slash (thinned stems) removal or treatment: All slash will be ground, or piled and burned.

Other Considerations: 
Species preference: WL, PP, DF, LP, GF. Slopes greater than or equal to 30% that can not be operated on due to safety hazards/equipment limitations will not be treated. The contractor will notify the field technician of such areas as they are encountered and acreages will be adjusted accordingly. Trees less than or equal to 7” DBH shall be knocked down and mulched. After treatment, residual debris shall consist of chips, limbs, sticks, and chunks of wood ranging from one to 4 feet in length in treatment areas.

**Special Instructions:**

All leave trees should be free of defect regardless of diameter.

- All trees larger than 7” DBH except grand fir, free of defect, and regardless of spacing should be left to provide for an early commercial harvest entry.

- Species preference should only be used to select crop trees that are of equal height and diameter. The landowner should encourage leaving minor species to increase species diversity.

- Burning between May 10 and October 20 requires a permit from the Idaho Department of Lands. Landowner is responsible for suppression costs if the fire escapes.

- All burning will be in accordance with Department Of Environmental Quality airshed restrictions. Phone number 1-835-401-4636.

- Piles will be free from dirt and located in natural openings or crop trees will be cut within 20’ of any pile. This will prevent the scorching of crop trees.

- Dead trees should be left standing to provide for cavity nesting birds and the gradual recruitment of Large Organic Debris to improve soil quality.

- Follow IDL Forest Practices Act Requirements for this practice. Your local IDL Service Forester is: