Soldier Creek Hazardous Fuels Reduction Project

Bid Request

Prepared For:
Albany County Commissioners
Albany County Courthouse
525 Grand Avenue
Laramie Wyoming 82070

Prepared By:
Albany County Fire Warden
1002 S. 3rd St
Laramie Wyoming 82070

(307) 760-3641
Soldier Creek
Hazardous Fuels Reduction Project
Prospectus

The purpose of this prospectus is to describe the location (Attachment A & B) and the work required (Specifications S1 – S3) to accomplish the Soldier Creek Hazardous Fuels Reduction Project. This project is located within Albany County.

Accomplishment date of completion of the Soldier Creek Hazardous Fuels Reduction Project is set for November 30, 2019.

Bids for this project must be received no later than 3:30 P.M., June 18, 2018 to:
Albany County Clerk’s Office
525 Grand Ave. STE 202
Laramie, WY 82070

*A pre-bid inspection of project area is required. Pre-bid inspection is set for June 1, 2018 at 10:00 A.M. Please contact Kimberly Gullickson, North Albany County Fuels Reduction Coordinator at 307-351-1388 for meeting location.

Location: The Soldier Creek Hazardous Fuels Reduction Project is located within Sections 26 and 35, Township 28 North, Range 71 W. (Attachments A & B)

Boundaries: Exterior boundary for this project will be delineated with blue tree paint with two diagonal strips and pink flagging.

Acres: Total acres 70 *

*Acres may be decreased depending on bids as this project has limited funding.

Scope: This project will reduce the hazardous fuels along the Soldier Creek drainage and connect to existing fuels reduction projects along the Harris Park Road, FS Rd. 633 within private lands. This project will be funded with Grant Money provided through Community Assistance Funds administrated through Wyoming State Forestry Division in cooperation with Albany County. The project will meet the requirements described in the project specifications (S-1 through S-3).

Payment: Payment will be made at the completion of fuels reduction work within the designated project area. Payments maybe made upon completion of blocks within the project area. Invoice and supporting documentation shall be submitted to Albany County for payments.
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ADVERTISEMENT FOR BID

Notice is hereby given that the Albany County will receive sealed bids until **3:30 P.M. Local Time, June 18, 2018** for all costs, including felling, limbing, cutting, removal, chipping or stacking of trees and miscellaneous materials necessary for:

**Doing Hazardous Fuels Reduction along the Soldier Creek Drainage as called for in the specifications.**

Bids must be submitted in a sealed envelope with the statement thereon “BID ENCLOSED; “Soldier Creek Hazardous Fuels Reduction Project.” Such bid must be submitted on Bid Forms supplied by Albany County.

Bids must be submitted to the Albany County Clerk, Attn: Jackie Gonzales, 525 Grand Avenue STE 202, Laramie, Wyoming, prior to the above stated Bid Opening date and time.

Bids will be opened publicly, read aloud, and tabulated by the County Clerk or County Designee, at the time of opening, in the Albany County Clerk’s Office unless an alternate site is designated in writing and posted at the Albany County Courthouse. Bids may be withdrawn prior to the Bid Opening; however, unless otherwise specified, all formal Bids submitted shall be binding for forty-five (45) days following Bid Opening. Bids, which are not prepared and filed in accordance with the Instructions to Bidders, may be rejected. Albany County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the Instructions to Bidders, provided the bid price is reasonable and is in the best interest of Albany County to accept. Albany County reserves the right to cancel this Notice of Call for Bids or reject any or all bids and the right to waive any irregularities or technicalities in the bidding. Any bid received after the time specified or without accompanying Bid security, as stated below, will not be considered.

A complete set of the Bidding documents, including specifications, may be obtained electronically after May 15, 2018 from the Albany County Grants Department, Attn: Tai Wright, Albany County Grants Manager at grants@co.albany.wy.us.

Each bid must be accompanied by a Bid guarantee as called for in the specifications. The guarantee may be a bond or a cashier’s check for not less than five percent (5%) of the total amount of each bid. Bonds and cashier’s check will be payable to, and forfeited to, the Albany County Government as liquidated damages if bidder fails to enter into contract within thirty (30) days after awarding him/her, or fails at the time of executing the contract to furnish a performance guarantee as approved by the County in the amount of one-hundred (100%) percent of the bid, except in the case of vehicle bids, where the 5% bid security may be substituted for the performance guarantee. Facsimile (fax) or copies of bonds are not acceptable, nor are cashier’s checks which have an expiration date of less than one year. NO BID WILL BE CONSIDERED IF NOT ACCOMPANIED BY SUCH BID GUARANTEE.

Preference is hereby given to materials, supplies, equipment, machinery and provisions, produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W.S. §16-6-106.

Albany County does not discriminate against a bidder or offer or because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by Federal or state law.

Publish Dates: Saturday, May 19, 2018
               Wednesday, May 23, 2018

AB-1
Soldier Creek
Hazardous Fuels Reduction
Project

INSTRUCTIONS TO BIDDERS

DEFINITIONS:
“Owner” means Albany County, Wyoming.
“Bidder” means any person, persons, partnerships, or corporations submitting proposals for the performance of the work described in these Contract documents.

PROPOSALS:
BIDS shall be made upon the form furnished. All items must be filled out, numerals written in ink, signatures made in ink and longhand. The form will be submitted without alteration or erasures. No oral, telephone or fax modifications to the proposal will be considered.

In making a bid, the bidder warrants that they have carefully examined the specifications, drawings, forms, and terms of the contract, and have fully informed themselves of the existing conditions and limitations at the sites.

Bidders shall submit bid proposals on complete work units.

BIDS WILL BE SEALED, ADDRESSED AND DELIVERED TO:
ALBANY COUNTY COURTHOUSE, ATTENTION COUNTY CLERK, ROOM 202, 525 E. GRAND AVENUE, LARAMIE, WYOMING, 82070
on or before 3:30 P.M., Local Time, Monday, June 18, 2018, after which bids will be opened and read aloud. Envelopes should be labeled “Soldier Creek Hazardous Fuels Reduction Project”.

CONDITIONS:
1. The Owner reserves the right to reject any and all bids or parts thereof.
2. Bids must be signed by an authorized agent of the Bidder to be considered valid.
3. Quotations may not be changed after the bid closing time.
4. The Owner is exempt from State of Wyoming tax, City sales tax, and Federal excise tax. Equipment for this project shall be purchased directly by Owner and are not subject to sales tax. The cost of equipment shall be included in the cost of the bid.
5. Accuracy of the bid quotation is the responsibility of the bidder, and no change or cancellation will be permitted after the bid closing time.
6. Erasures are not acceptable on the bid form. Changes should be made by striking through the incorrect item, and writing in the correct figure above. The person who signs the bid must initial corrections.
7. Oral interpretations of any contract documents shall not be made. Any interpretations shall be made in writing, on Contract addenda. Distribution of contract documents and all pertinent addenda to subcontractors, suppliers, or other parties which are not known plan-holders is the responsibility of the Bidder. Addenda will be explicitly acknowledged in the bid form.

8. Check documents for completeness and legibility. Owner will furnish replacements for any incomplete or illegible documents. Bids figured from defective documents shall be tendered at the sole risk of the bidder.

9. All Contractors, subcontractors, suppliers, and bidders will comply with all applicable State, Federal and local laws, including the Wyoming State Worker’s Compensation Law. Failure to inform oneself of all statutes applicable to this contract will not constitute a valid basis for a claim against the Owner or Engineer.

10. A 5% preference will be given to Wyoming Resident Contractors and Laborers in accordance with W.S. 16-6-101 et seq. Residency Certificates will be submitted with the bid. Such Certificates will be used to determine a bidder’s eligibility for the preference.

11. A Bid Bond is required. A Bid Bond with sufficient surety, certified or cashiers check, in an amount of not less than five percent 5% of the amount bid will be required with each bid. Bid Bonds shall have an expiration date of no less than six months after the bid opening date. Failure to provide a bid bond will cause the bid to be rejected.

12. Withdrawal of a bid after the bid opening will be reason for forfeiting the bidder’s bid bond. Failure of the Contractor to enter into a contract within 30 days of the Award by the County Commissioners will be cause for forfeiting the bid bond to the County and the Contract will be awarded to another party.

BIDDER RESPONSIBILITY:
In submitting a bid, each Bidder represents that they have reviewed the bid documents, and are fully competent to perform the work, meet requirements, and comply with the provisions and requirements of the documents. Failure to fully review the Bid Documents does not relieve a Bidder from these requirements.

AWARD OR REJECTION OF BIDS:
The Owner reserves the right to reject any or all bids, and to waive any irregularity or informality in the bidding process. The bid will be awarded in the best interest of the Owner. Bid quotations shall be firm for a period of forty-five (45) days after the bid opening.

FINAL INSPECTION:
Upon completion of the work, a final inspection of the Soldier Creek Hazardous Fuels Reduction Project will be made by the Albany County Fire Warden or his designated representative. At this inspection any deficiencies will be noted. These items will be corrected within fourteen (14) days.
PAYMENT
Payments shall be made on this Contract to the Vendor by the Owner when the Soldier Creek Hazardous Fuels Reduction Project meets the specifications as described in this bid package and final inspection occurs. The Owner is not obligated to make payments for work that is incomplete or unacceptable to the Albany County Fire Warden.

CONTRACT TIME:
Completion shall be no later than **November 30, 2019**.

BONDS:
The Contractor will be required to provide a 5% Bid Bond. Such bond shall be accompanied by a certified Power of Attorney and shall be signed or countersigned by a Wyoming resident agent of the Surety.

SUBSTITUTIONS:
**NO SUBSTITUTIONS** will be considered during the bid period.

PRIOR TO START OF ALL WORK:
Notification shall be made to Albany County Fire Warden or his designated representative.
DATE: ____________________

The Bidder will furnish all labor, materials, and equipment necessary for the:

**Completion of the Soldier Creek Hazardous Fuels Reduction Project**

as specified herein.

**BASE BID:**
In words: ___________________________________________________________ Dollars
In numbers: ($______________________________)

**RESPECTFULLY SUBMITTED:**
________________________________________

BY ________________________________
(Title)

**Business Address and Telephone Number:**
________________________________________
________________________________________
________________________________________

SEAL
(If by a Corporation)
BID BOND (5% of BID AMOUNT)

**BIDDER** (Name and Address):
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

**SURETY** (Name and Address of Principal Place of Business):
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

**OWNER** (Name and Address):
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

**BID**
BID DUE DATE: 3:30 P.M. Local Time, Monday, June 18, 2018
PROJECT: all costs necessary for:

Completion of the Soldier Creek Hazardous Fuels Reduction Project

**BOND**
BOND NUMBER: ______________________________________________
DATE (Not later than Bid Due Date): _______________________________
PENAL SUM: _________________________________________________
(Words)
$_______________(Figures)
IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

______________________________ (Seal)

Bidder's Name and Corporate Seal

By: ___________________________________

Signature and Title

Attest: ________________________________

Signature and Title

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

SURETY

______________________________ (Seal)

Surety's Name and Corporate Seal

By: ___________________________________

Signature and Title

(Attach Power of Attorney)

Attest: ________________________________

Signature and Title

BB-2
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the liquidated damages set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2. All bids are rejected by OWNER, or

3.3. OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced on in a court of competent jurisdiction located in the state of Wyoming.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and Bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

12. Bidder and Surety understand and agree that this Bond is intended to provide OWNER with liquidated damages as required by W.S. §15-1-113(f) if Bidder defaults.
AGREEMENT

_____________________________________. agrees to perform duties as specified in the attached Project Specifications to complete the Soldier Creek Hazardous Fuels Reduction Project and Albany County agrees to pay for these duties as described in the bid specifications.

______________________________________ will, at his own expense, perform the duties for completing the Soldier Creek Hazardous Fuels Reduction Project for Albany County no later than November 30, 2019. At time of completion of the Soldier Creek Hazardous Fuels Reduction Project, inspection of the project area will be made by the Albany County Fire Warden or his designated representative to determine whether or not the County will accept the work performed to complete the Soldier Creek Hazardous Fuels Reduction Project.

This agreement is entered into and completed when signatures are affixed.

ALBANY COUNTY

By the Board of County Commissioners:

By: ___________________________________ By: _________________________________

Tim Chesnut, Chairman

__________________________________________________  __________________________

Date                                                Date

ATTEST:

Jackie R. Gonzales, County Clerk

________________________________________

Date

AG-1
Soldier Creek Hazardous Fuels Reduction Project Specifications

CONTRACTOR RESPONSIBILITIES - Contractor shall perform Hazardous Fuels Reduction on Soldier Creek Project, services in accordance with the following:

Technical Specifications:

A. Harvesting

1. Contractor shall cut all unmarked ponderosa pine trees, green and standing dead. Leave trees are marked with blue tree paint DBH and at the base.

2. Contractor shall prune off lower branches to a height of eight to ten (8 - 10) feet from the ground on all residual leave trees, including boundary trees. If the leave trees are under twenty five (25) feet tall, only prune branches up to one-fourth (1/4) the trees total height (i.e.: if a tree’s height is twenty (20) feet, then prune branches to a height of five (5) feet).

3. Contractor shall during pruning operations, cut all branches within one-quarter (1/4) of an inch of the outer portion of the branch collar. Do not cut into the branch collar or main stem of the tree.

4. All pruned material shall be piled in slash piles for burning.

5. If present, dead and dying aspen shall be removed. Aspen which is damaged by operations shall also be removed. This material shall be masticated or placed in slash piles for burning.

6. Unmarked trees shall be mechanically cut or felled with a chainsaw.

7. Trees must be cut completely free of the stump. Stumps shall be cut as low to the ground as possible and in no event higher than six (6) inches on the high ground side. In all cases, trees must be severed below the lowest limb.

8. Under no circumstances shall cut trees “hung-up” within existing trees, be left.

9. Contractor shall deck at designated locations all commercial material over five (5) inches in diameter. All branches are to be removed from this material. These decks must be removed before project completion.

10. Contractor shall either chip on site or pile for burning in designated areas, all standing and down dead material, as well as thinning and pruning slash. If chipping, chips must be scattered throughout the forest and in no case deeper than 1 to 2 inches.

11. Contractor must remove all wood product 5 inches in diameter or greater to reduce the amount of slash remaining on property.
12. Contractor shall machine or hand pile all slash in compact dirt free piles. The slash piles shall be placed in openings a minimum of thirty (30) feet from residual trees. The piles shall be no larger than twelve (12) feet long, twelve (12) feet wide and ten (10) feet in height. If existing slash piles are present, these shall be modified in order to make burning viable. Modification may include, but is not limited to, amalgamating piles, compacting debris with equipment, moving piles, and / or adding additional slash to aid combustion. Existing piles may also be masticated. Contractor is not responsible for burning piles.

13. Contractor shall keep all access roads and trails on the units clear of slash and open to travel when not working in that area.

14. Contractor shall exercise due care to minimize damage to the selected leave trees.

15. All decked material (material 5 inches in diameter and greater) must be removed concurrent with operations and before completion of project. Contractor must obtain USFS permit to move this material on FS Road 633.

16. Special treatment for beetle infested trees may be required. This may require removal of infested trees. Leave trees infested with pine beetle are to be removed.

B. General Specifications

1. Contractor is required to carry one million dollars' worth of liability insurance and proof of this coverage is required at signing of contract.

2. Contractor shall protect all known monuments, witness corners, reference monuments, and bearing trees against avoidable destruction, obliteration, or damage.

3. Contractor shall keep closed all gates in all fences. Any damage to fences and/or gates shall be promptly repaired by contractor.

4. Care shall be taken to minimize erosion, wear and damage to land, roads, and trails; including ceasing operations should conditions become too wet to operate responsibly.

5. The Contractor shall furnish all labor, equipment, supplies, and material necessary to accomplish work as described above.

6. The Contractor shall keep all roads and trails clear of slash and open to travel at all times. In the event trees are felled along or near public roads, a look-out must be posted to stop all traffic during felling of trees.

7. Contractor shall complete work in one block prior to starting work in another. The Agency may allow work to occur in two blocks concurrently, should conditions be unfavorable to continuing work in the first block.

8. The Agency will not be liable for any damages resulting from the willful or negligent act of the Contractor or his employees. This includes but is not limited to damages resulting from fire caused by the Contractor or his employees.
9. **Fire Criteria**  
Contractor shall use caution when working in the forests, have spark arrestors on equipment, have fire suppression tools available, and take immediate action to extinguish any fires that occur in the vicinity.

Contractor shall have within a three (3) minute round-trip of each saw: One (1) round pointed #0 to #2 long handled shovel with serviceable handle and one (1) 6BC rated fire extinguisher.

If local and site specific conditions warrant, additional restrictions shall be placed on the operator. The indicator for the required level of protection and or operations shall be the National Fire Danger rating system.

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<td>B. Have a minimum of a ten (10) pound BC rated fire extinguisher at the fueling site and any maintenance sites</td>
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Albany County Fire Warden
501 E. Ivinson
Laramie, WY 82070

*A pre-bid inspection of project area is required. Pre-bid inspection is set for June 1, 2018 at 10:00 A.M. Please contact Kimberly Gullickson, North Albany County Fuels Reduction Coordinator at 307-351-1388 for meeting location.

Location: The Soldier Creek Hazardous Fuels Reduction Project is located within Sections 26 and 35, Township 28 North, Range 71 W. (Attachments A & B)

Boundaries: Exterior boundary for this project will be delineated with blue tree paint with two diagonal strips and pink flagging.

Acres: Total acres 70 *

*Acres may be decreased depending on bids as this project has limited funding.

Scope: This project will reduce the hazardous fuels along the Soldier Creek drainage and connect to existing fuels reduction projects along the Harris Park Road, FS Rd. 633 within private lands. This project will be funded with Grant Money provided through Community Assistance Funds administrated through Wyoming State Forestry Division in cooperation with Albany County. The project will meet the requirements described in the project specifications (Attachment C).

Payment: Payment will be made at the completion of fuels reduction work within the designated project area. Payments maybe made upon completion of blocks within the project area. Invoice and supporting documentation shall be submitted to Albany County for payments.