

Clearwater Complex Vegetation Management Project
Request for bids
2024

CLIENT: IDAHO COUNTY **DATE:**1/8/24

Project Manager: Nelson Timber Management & Consulting LLC
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Kamiah, ID 83536

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1. PROJECT LOCATIONS AND DESCRIPTIONS

The project area includes work along perennial waterways such as the Clearwater River, Lolo Creek, Lawyer Creek, Sevenmile Creek, Tom Taha Creek, numerous ephemeral streams; County road rights-of-way (ROW), and on State, Tribe, and private property affected by the Clearwater Complex fire in northern portions of Idaho County, Idaho.

Riparian Restoration: Riparian Restoration will attempt to restore non-fish bearing streams to pre-fire conditions by mitigating aggressive post-fire blackberry infestations that have completely taken over these areas due to loss of native tree and shrub communities as a result of the Clearwater Complex fires in 2015.

Clearwater Complex Riparian Management Mastication/Removal:(46.28698, - 116.10738) 93.2 +/- acres See Map Riparian restoration Mastication will masticate or hand cut and pile blackberry thickets that have overtaken the draws. Mastication areas will be identified digitally on provided maps so the operators will need to be able to navigate and locate themselves using the Avenza Maps app. Mastication areas will include 11 separate treatment units with the total treatment acreage totaling 93.2 acres according to GIS calculations. Blackberry thickets will be masticated using full or mini-sized excavators equipped with a drum-type mulching attachment, or handheld brushing tools on poor access sites. The contractor must be able to reach a minimum of 25 feet to allow for masticating along creeks, uneven areas, adjacent steep slopes, rocky areas, and off of roadsides. A combination of equipment types may also be used as long as the contractor has the ability to masticate all desired areas and adequately protect the treatment area from any damage. A combination of other equipment could be approved by the Project Manager, if the contractor can provide information explaining how their proposed equipment can complete the job in a safe and economical manner and achieve the desired results. Care will be taken to try and minimize the mastication of native trees and shrubs that are desired to re-establish the site while still removing the majority of the blackberry populations.

There are areas along the creek areas that are either too steep, too wet, or too rocky to be accessed with mastication equipment. These areas will need to be treated by hand as determined and directed by the Project Manager. Areas treated by hand will need to have the blackberry brush debris piled in burnable piles. Piles will be tightly constructed so

the diameter of the piles are no larger than the height of the piles to allow for full pile consumption when burning. Piles will not be located within 20 feet of any live stream or within 10 feet of any residual trees or shrubs. Blackberry brush will be masticated down as low as feasibly possible without causing damage to mastication equipment with a maximum of 6 inches of blackberry canes above obstacles that would damage equipment. All mastication debris will be left in place to act as mulch to minimize erosion and sedimentation.

Clearwater Complex Riparian Restoration Spray: (46.28698, -116.10738) 93.2 acres +/-

Riparian restoration spray will entail hand spray using a backpack sprayer, ATV or pickup sprayer using a combination of blanket and or spot-directed spray methods to control unwanted blackberry regrowth and or weeds while at the same time trying to allow the favorable native plants, grasses, bushes, and trees to revegetate the site. It is expected that multiple applications may be needed in order to achieve the desired results. It may be required to have up to 3 applications per growing season or as requested by the Project Manager, to achieve the goal of 90-100 control of unwanted vegetation and weeds. The initial spray should not be performed until there is adequate revegetation of the blackberry plants to absorb and translocate the chemicals to kill the entire plant. Later sprays may cover the entire treatment unit area or only portions of the original treatment area. Thus, the treatment costs will be broke out in individual treatments of chemical application with a mobilization rate for each application period, as well as an application \$per acre rate. Each treatment cost will be per entry paid on the acre basis of treated area as measured using gps. Thus, if the Contractor sprayed twice during 2024 growing season and again in spring of 2025 they would submit invoices for each application and be paid for treatment of the actual acres sprayed each entry plus mobilization for each application. All chemicals needed will be provided by Idaho County. The Contractor will provide all equipment, and manpower needed to apply the herbicides as directed by the Project Manager.

Clearwater Complex Reseeding Area Spray: (46.28698, -116.10738) 195+/- acres
Reseeding area spray will entail hand spraying herbicides using a backpack sprayer, ATV or pickup sprayer using a combination of blanket and or spot-directed spray methods to control unwanted annual grasses, noxious weeds, invasive blackberry and rose bushes in the identified upland areas. Care should be taken not to spray wanted native trees and bushes. The initial spray treatment will need to be performed between **April 1st 2024 and June 15th 2024**, or as seasonal conditions allow and agreed to by the Project Manager. It is expected that multiple applications may be needed in order to achieve the desired results. It may be required to have up to 3 applications as requested by the Project Manager, to achieve the goal of 90-100 control of unwanted vegetation and weeds. Later sprays may cover the entire treatment unit area or only portions of the original treatment area. Thus, the treatment costs will be broke out in individual treatments of chemical application with a mobilization rate for each application period, as well as an application \$per acre rate. Each treatment cost will be per entry paid on the acre basis of treated area as measured using gps. Thus, if the Contractor sprayed twice during 2024 growing season and again in spring of 2025 they would submit invoices for each application and be paid for treatment of the actual acres sprayed each entry plus mobilization for each application. All chemicals needed will be provided by Idaho County. The Contractor will provide all equipment, and manpower needed to apply the

herbicides as directed by the Project Manager.

Clearwater Complex Pardee R/W Spray Treatment: (46.29580,-116.11086) 6.71 road miles equal to 24.4 acres treatment area. Roadside spray will entail spraying 15 feet each side of the road edge and including any weed populations on the road surface or shoulders, using a pickup, ATV sprayer, with boom or hand sprayers. Spray road segment areas as identified on the provided maps. There is .55 miles of right-of-way spray located on BLM lands that will need to be invoiced separately since it will be paid by separate county funding. All chemicals needed will be provided by Idaho County. The Contractor will provide all equipment, and manpower needed to apply the herbicides as directed by the Project Manager. The initial spray will need to be applied between **April 1st and June 15th 2024**, or as agreed by the Project Manager.

Clearwater Complex Carrot Ridge R/W Spray Treatment: (46.34943,-116.13915) 6.86 miles or 24.94 acres. Roadside spray will entail spraying 15 feet each side of the road edge and including any weed populations on the road surface or shoulders, using a pickup, ATV sprayer, with boom or hand sprayers. Spray road segment areas as identified on the provided maps along the Carrot Ridge Road. All chemicals needed will be provided by Idaho County. The Contractor will provide all equipment, and manpower needed to apply the herbicides as directed by the Project Manager. There is .6 miles of road of right-of-way spray located on BLM lands that will need to be invoiced separately since it will be paid separate county funding. Initial treatment must be applied between **April 1st and July 1st 2024**, or as agreed by the Project Manager.

Clearwater Complex Carrot Ridge EDRR Spray Treatments: (46.34701,-116.14090) 87.15? acres +/-:

Contractor will spray mapped areas with identified noxious weed populations or as directed by the Project manager. Contractor will treat by spot spraying all designated weeds within the mapped areas with backpack sprayers, pickup sprayers or ATV sprayers. EDRR can include treatment of identified populations of weeds in areas outside of the right-of-way areas as directed by the Project Manager. Treatments could take place up to three times during the growing season, or as directed by the Project Manager, to meet the goal of 90-100% control of weed populations. All chemicals needed will be provided by Idaho County. The Contractor will provide all equipment, and manpower needed to apply the herbicides as directed by the Project Manager. The first spray treatment shall be applied between **April 1st and June 15th, 2024**, or as agreed by the Project Manager.

2. BIDDER AND AWARD INFORMATION

The project manager and Idaho County reserve the right to make reasonable inquiry to determine the responsibility of the bidder. Such requests may include, but not limited to, financial statements, experience, references etc. The successful bidder must show to the satisfaction of the project manager they have sufficient equipment and crew to complete the work contracted by the specified time. Bid will be awarded on “best value” and not necessarily lowest bid. The County will describe in detail how its selection is the best value for the county. The bid will be on a per acre basis for all units and projects. Bidders should make their own determination on the amount of work in each unit and prorate bid for all units. The Contractor will be required to determine if the ground conditions fit their

equipment's capability for performing the required work and be required to complete all designated areas unless mutually agreed to in writing by both Contractor and the Project Manager.

Specifications All Units:

1. Gates must remain closed at all times. No camping is allowed behind gates. Access behind gates will be provided by Project Manager.
2. Signs shall be posted at access points to identify that equipment is chipping/grinding trees in the area, or spraying activities are taking place.
3. 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.
4. Equipment will be fueled and maintained at least 100 feet from any water source.
5. All in-water work will be avoided.
6. The contractor agrees to protect all desired residual trees and bushes from damage.
7. The contractor agrees to repair and maintain roads and trails to current or better conditions and consistent with the Idaho forest Practice Act.
8. The Contractor will promptly repair any damaged caused by their operations to fences, gates or other improvements.
9. Contractor will not be required to remove material if it is mutually agreed by Contractor and the Project Manager that there is substantial potential to damage landowner residences or other personal property.
10. Additional acres may be assigned to any units through a written modification and affirmed by the Board of County Commissioners, Idaho County.
11. 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 2 feet in length and no surplus vegetation exists taller than 6 inches. Down logs greater than 8 inches in diameter do not need treatment. Any material salvage requires written approval of the landowner and by the Project Manager.
12. No material generated or otherwise available may be removed without a written consent or contract from the landowner.
13. 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.
14. The debris piles will be constructed in a way that the height of the pile will exceed the base width in order to ensure consumption when burnt.
15. No burning or fires are permitted without the permission of the landowner and Project Manager.
16. Equipment will be washed prior to initial entry into the Project area to reduce noxious weed spread.
17. The following requirements shall apply between June 1st and October 20th or as agreed to in writing by the Project Manager: Contractors operating Mechanical Mastication, Chippers, Tree Saws or other equipment, or as requested by the Project Manager shall have a fire extinguisher, shovel, and Pulaski in each unit of powered equipment used in connection with this project.
 - a. Contractor shall provide at a location satisfactory to the Project Manager, a

serviceable truck or trailer equipped with a firefighting tanker unit, to be kept ready for instant use for suppressing fires. The unit shall consist of not less than a 100-gallon tank which shall have a mounted live hose reel containing a minimum of 250 feet of ¾ inch heavy duty rubber hose, a portable power-take-off pump with the discharge capacity of at least 10 gallons per minute at 150 PSI pressure. Gear type pumps will be provided with a bypass or pressure relief valve so the hose nozzle may be shut while the pump is operating. Each tanker unit will have a hose nozzle of the shut-off type, adjustable for straight stream, spray, or fog, at least 12 feet of 1 inch suction hose with an intake screen, an additional 250 feet of ¾-inch heavy duty rubber hose or 1-inch cotton jacket rubber lined, or lined hose to be carried on the unit for use as needed. Tools, adapters, accessories and fuel necessary to operate the pump and truck or trailer shall be provided. If a trailer is used, a serviceable vehicle with the proper hitch shall be located at a point satisfactory to the Project Manager. Where water is available, a supply sufficient for rapid filling the water tank shall be provided at one or more accessible points along or adjacent to the main roads.

18. Crews will keep ATV running times to a minimum and ensure that all engines are properly maintained.
19. Backpack and handgun sprayers will be operated via pump or battery powered pumps.
20. ATVs would be parked away from waterbodies to prevent soil disturbance and fuel lubricant leaks from reaching surface water.
21. A spill prevention plan will be prepared and will address any potential effects from spills during work.
22. Incidental take of aquatic ESA-listed species (salmon and steelhead) will be minimized from project activities by minimizing the potential for herbicide impacts to water quality.
23. Work within the buffer area around archaeological site 10-IH-2561 will occur only during the dry season.
24. All machinery used will meet applicable local, state and federal noise control regulations.
25. Noise-producing equipment may only be used during normal waking hours.
26. The County will provide the Material Safety Data Sheets for any of the herbicides upon request.
27. Treatment areas will be signed and closed to public access during herbicide application.
28. All herbicide applications will follow EPA requirements for each herbicide, as well as the Idaho Forest Practices Act (Idaho Administrative Code IDAPA 20.20.01)
29. All herbicide applications will occur consistent with label recommendations and would be applied by trained applicators using equipment that is calibrated on an annual basis.
 - a. If at any time the EPA product label requirements, or State Regulations, concerning project herbicides change, the County will be required to monitor for EPA bulletins and adhere to the updated label/regulatory requirements.
 - b. Herbicide will be applied at rates as directed by the program manager and consistent with effective label rates and maximum application rates per acre by the product (EA Table 3-2).
 - c. Milestone (aminopyralid) herbicide will not be used on moderately steep slopes, in accordance with the product guidelines.

- d. The Contractor will adhere to all no herbicide application buffers by product and application method for ditches, streams and wetlands (EA Table 3-3).
30. Under the Idaho Forest Practices Act, Employ BMPs that include measures to prevent leaks and spills (IDAPA 20.20.01.060).
- e. Only quantities of herbicide needed for work in the given day would be transported to the project site.
 - f. The applicator would prepare and carry out an herbicide safety/spill response plan to reduce likelihood of spills or misapplications.
 - g. Herbicides will be mixed more than 150 feet from any natural waterbody to minimize the risk of accidental discharge.
 - h. Impervious material will be placed beneath mixing areas in such a manner as to contain any spills associated with mixing/refilling.
 - i. All hauling and application equipment shall be free from leaks and operating as intended.
31. Herbicide drift and leaching will be minimized as follows:
- j. Do not spray when wind speeds exceed 10 miles per hour to reduce the likelihood of spray/dust drift. Winds of 2 miles per hour or less are indicative of air inversions. The applicator must confirm the absence of an inversion before proceeding with the application whenever the windspeed is below 2 mph.
 - k. Do not apply when air temperatures exceed 80 degrees.
 - l. Be aware of wind directions and potential for herbicide to affect aquatic habitat areas downwind.
 - m. No broadcast application from helicopters, broadcast applications from ATV only and will keep boom or spray as low as possible to reduce wind effects.
 - n. Avoid or minimize drift by utilizing appropriate equipment and settings (e.g. nozzle selection, adjusting pressure, drift control agents, etc..) Select proper application equipment (e.g. spray equipment that produces 200 to 800 micron diameter droplets).
 - o. Follow herbicide label directions for maximum daytime temperature permitted (some types of herbicides volatilized in hot temperatures).
 - p. Do not spray in periods of adverse weather conditions (snow or rain imminent. Fog, etc.). Wind and other weather data will be monitored and reported for all pesticide applicator reports.
 - q. Herbicides shall not be applied when the soil is saturated or when a precipitation event is likely to produce direct runoff to fish-bearing waters from a treated site is forecasted by National Oceanic and Atmospheric Administration (NOAA) or other similar forecasting service within 48 hours following application. Soil activated herbicides can be applied as long as the label is followed. Do not conduct any applications during periods of heavy rainfall.
32. Spray tanks shall be washed further than 300 feet away from surface water.
33. In addition to these protocols, the NMFS BiOp (2021) includes the following ' Terms and Conditions' (for ESA) and conservation recommendations (for Essential Fish Habitat)which are non-discretionary:
- a. The Contractor shall ensure that the upland herbicides Indaziflam and Diuron are not applied within 100 feet of any floodplain (100-year floodplain) or 100 feet of any wetland, flowing or standing water when the floodplain is not clear (ESA/EFH)

- b. The Contractor shall not use the adjuvants Entry II or R-11(ESA/EFH).
- c. The Contractor shall ensure that either its staff or their equipment crosses streams only at the designated crossing and does not enter flowing or standing water (ESA/EFH).
- d. In the event of a spill or chemicals or fuel, the contractor will cease activities immediately, and action is taken to contain and clean up the spill (ESA/EFH).

3. **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.

County: Idaho County is the holder of the FEMA Grant and approver for reimbursement of said funds. Reimbursements will be awarded from the County.

Project Manager: The contract supervisor. As an agent representing the interests of Idaho County and it is understood and agreed between parties that this contract does not create an employer/employee relationship. The FEMA and Idaho County is in no way associated or otherwise connected with the performance of any service under this contract.

Residual Tree: A desired tree or bush that is desired to be left to occupy and grow on the site after vegetative activities are complete.

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

Masticate: Whole tree chipping.

Mulch: By product of chipping.

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 management areas which are identified on project map to be located with the use of mobile apps such as Avenza Maps, Field Maps, or etc..

4. **AMOUNT OF FEE**

The amount of fee is a performance deposit that equates to 10% of the bid amount due to Idaho County in the form of a check before operations can begin. The performance deposit

will be returned to the contractor when the unit or units are accepted as complete by the Project Manager. The Amount of Fee will be forfeited to Idaho County if the contractor does not complete the required work in the contract period or breaches the said contract.

5. PAYMENTS TO THE CONTRACTOR

Progress payments shall be made in proportion to the services rendered and shall be due and owing upon receipt of the Contractor's monthly statement. Further, said statement shall be furnished by the 5th of the month for payment of services.

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 Idaho County, and Idaho County shall have no responsibility for security or protection of Contractor's supplies or equipment.

6. TIME OF PERFORMANCE AND TERMINATION

Contract is effective [REDACTED] and expires 9/30/2025, at which time a new contract can be negotiated if necessary.

Time to complete work will be negotiated in consultation with Program Manager and Idaho County Board of Commissioners.

Contractor shall commence work beginning the [REDACTED]th day of [REDACTED] 2024 and shall continue working under this contract through the 30th day of September, 2025, or until Idaho County determine otherwise.

This Contract may be terminated immediately by COUNTY 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.

7. INDEPENDENT CONTRACTOR

The parties agree that Contractor is the independent Contractor of Idaho County and is no way an employee or agent of Idaho County and is NOT entitled to worker's compensation or any benefit of employment with Idaho County. 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.

8. 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 Idaho County, all Idaho County employees, Program Manager, 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 Idaho County prior to commence its performance as herein provided.

9. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless Idaho county 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.

10. DISPUTE RESOLUTION

The Contractor and Idaho County 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 would occur after the 30 day period. If litigation does occur, it would be in the legal jurisdiction of Idaho County, Idaho.

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

AGREED AND ACCEPTED

By: _____
Contractor Name

Date

STATE OF IDAHO)
) :SS
County of Nez Perce County)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2023.

Notary Public for the State of Idaho.
Residing at or employed therein.
My commission expires: _____

IDAHO COUNTY BOARD OF COMMISSIONERS

BY: _____
R. SKIPPER BRANDT, CHAIRMAN

Date

DENNIS B. DUMAN, Member

Date

TED LINDSLEY, Member

Date