



Graham County

Gila River Fire Mitigation Project

REQUEST FOR BID

180 acres of Fire Breaks in the Gila River

PROJECT BID #20/21-03

Issued by: Graham County Board of Supervisors

Bids must be submitted no later than **6:00 PM Thursday, December 3, 2020** to:

Graham County 921 West Thatcher Blvd., Safford, AZ 85546

LATE BIDS WILL BE REJECTED

Bids will be opened at a Graham County Board of Supervisor meeting on December 7, 2020

For further information regarding this bid contact Dustin Welker at (928) 428-3250

Email: dwelker@graham.az.gov

1.0 GENERAL INFORMATION AND SCOPE

Graham County requests bids to remove a total of approximately 180 acres (Attachment D) of tamarisk in multiple fire breaks strategically located along the Upper Gila River corridor by September 1, 2022. The goal is to reduce the fuel loading so the area treated will not carry a fire or that it is such that flame heights can be managed using local resources, thus stopping a fire from advancing unchecked. There are two types of treatment areas: 1. Establishment of seven (7) fire breaks of approximately 400-500 feet wide around bridges, 2. Establishment of four (4) fuel breaks of approximately 100-200 feet around infrastructure.

The attached Standard Terms and Conditions shall govern this bid unless specifically modified in these bid documents. Conditions of bid that include the word "must" or "shall," describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification or condition of bid, the County reserves the right to delete that specification or condition of bid. Contractors may not submit their own contract document as a substitute for these terms and conditions.

Retain a copy of these Bid documents for your files. Should you receive an award, these Bid documents become your contract terms and conditions.

2.0 QUESTIONS

If a contractor discovers any significant ambiguity, error, conflict, discrepancy or omission in this bid, the bidder shall notify the County of such error and request a modification or clarification.

Any communications or questions regarding the specifications, or special conditions of bid should be written and submitted to the County as soon as possible, **but no later than 11/23/2020**. The County will respond to questions if necessary by issuing an official addendum to all potential bidders that have contacted the County.

3.0 BID SUBMISSION

Bidder must submit a total price as designated and Bidder must bid on the enclosed Bid Offer Form. Bidders must submit an original and one copy including all required materials for acceptance of their bid by the date and time listed on the Bid Cover Sheet. Any bids received after that time and date will be rejected. Receipt of a bid by the US mail system does not constitute receipt of a bid by the County.

Faxed and e-mailed bids are not accepted. Bids must be forwarded to:

Graham County 921 West Thatcher Blvd., Safford, AZ 85546.

All bids are to be packaged, sealed, and show the following information on the outside of the package:

- Contractor's Name and Address
- Request for Bid Title

- Request for Bid Number
- Bid Due Date

4.0 BID RESPONSE REQUIREMENTS

In order for your bid to be considered, the following information must be provided by the due date and time listed on the bid cover page. Failure to include any required documents may disqualify your bid. Include an original and a copy:

- 4.1 Signature and Authority Affidavit Form, Attachment A
- 4.2 References Sheet, Attachment B
- 4.3 Bid Offer Form, Attachment C

The Signature and Authority Affidavit submitted in response to this BID must be signed by the person in the Contractor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide these forms/information with your bid submittal may disqualify your bid.

5.0 METHOD OF AWARD

Award(s) shall be made on the basis of the lowest total cost from a responsive, responsible bidder who meets specifications. Timeliness of delivery may be considered when making this award.

6.0 BIDDER/CONTRACTOR QUALIFICATIONS

To be eligible for a contract award, you must be qualified and able to provide the following:

- 6.1 Bidder must supply references of three firms to which similar services have been provided. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Attachment B to list references.
- 6.2 Bidder must be in the business of land clearing for the past five years.
- 6.3 Awarded contractor must provide a Certificate of Insurance and maintain the minimum limits specified for the term of the contract. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Arizona and signed by an authorized agent.
- 6.4 Maintain worker's compensation insurance as required by Arizona Statutes, for all employees engaged in the work.
- 6.5 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-

owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. In addition, Graham County shall be listed as an additional insured party.

7.0 SPECIFICATIONS

The following specifications are minimum acceptable requirements. Bid specifications may not be revised without an official written addendum issued by the County. There are two applications, mechanical and herbicide. Bidders may bid on just one or both.

Mechanical Application

The mechanical application will be applied by a machine of sufficient power including horse power, hydraulic flow and cutting head to reduce tamarisk to approximately two feet above the ground in the pre-flagged area of a site.

7.1 Contractor shall provide all labor, materials and equipment to complete the work in accordance with all Federal, State, and Local laws, codes and ordinances.

7.2 Tamarisk shall be cut in the locations identified in Attachment D

7.3 Contractor shall cut all tamarisks within the fire breaks down to a 1' stump, tamarisks typically range from 1" to 24" diameter.

7.4 Contractor shall utilize the following equipment (or equivalent if approved by County) for tamarisk cutting:

Excavator:

Make: CAT

Model: 320ELRR

Horsepower: 153

Hydraulic: High Volume

Minimum operating weight: 56,500 lbs.

Other: Hydraulic Thumb, Single track grousers for extreme terrain, Forestry Package

Masticator Head:

Make: AFE

Model: RDM 52

Type: Disc

Capability: Can cut anything from undergrowth up to 24 inch diameter trees

7.5 The contractor must be self-contained and be able to transport equipment to the job site and then to alternate sites along the Gila River.

7.6 Equipment operators are preferred to be qualified wildland Firefighter with S236 and S290 certifications.

Herbicide Application

A certified herbicide contractor will apply herbicide following label guidelines using the cut-stump method of application. Herbicide will be applied directly to the cambium layer within 10 minutes of being cut. Application will be done using ground equipment such as an ATV with a tank and hose sufficient to cover the treatment site. Contractor shall use Polaris AC (53.1% Imazapyz) herbicide with additives die marker, MSO and surfactant at labeled rate of 4 to 6 oz. for herbicide at a per gallon ratio with a tank mix of sufficient volume for the application.

7.8 Apply herbicide and additives to tamarisk stumps timely and in accordance with herbicide application instructions.

7.9 Contractor must be able to demonstrate that they have performed similar treatments in a riverine environment with qualifying examples.

7.10 Contractor must hold all current herbicide application licenses. All employees must be currently trained and hold current required permits and licenses.

7.11 The contractor must be self-contained and be able to provide their own transportation and transport equipment to the job site and then to alternate sites along the Gila River.

8.0 SUBCONTRACTING OR THIRD PARTY PAYMENTS

All subcontracting shall be pre-approved upon award by the County before any work begins. Subcontractors must abide by all terms and conditions of the contract. The prime contractor shall be responsible for all subcontractor(s) work and payment. The County reserves the right to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. In the event the County receives notice from any person, subcontractor, supplier or other third party, that the Contractor has failed to pay such person(s) for work performed in accordance with the project, the Contractor shall, at the request of the County, and in no more than 10 calendar days, provide all documentation the County believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event the County determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, the County may authorize direct payment of any unpaid bills, withholding from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the Contractor. In no event shall these provisions be construed to impose any obligations upon the County to either the Contractor or the Contractor's Surety. In paying any unpaid bills of the Contractor relating to the work, the County shall be deemed the agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor for its account and the County shall not be liable to the Contractor for any such payment made in good faith.

9.0 INVOICING REQUIREMENTS

The County's terms are to pay or reject invoices within 30 days of receipt. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below:

All invoices must be itemized showing:

- | | |
|---------------------|------------------------------------|
| a. date of service | d. complete product description as |
| b. contractor name | stated on your bid. |
| c. remit to address | e. prices per the contract |

The original invoice must be sent to the Graham County Board of Supervisors.

10. CONTRACT CANCELLATION

This Contract may be terminated under the following conditions:

10.1 The County may terminate the contract at any time at its sole discretion by delivering 15 days written notice to the Contractor. If the problem is service performance, Contractor will be warned either verbally or in writing of unsatisfactory performance and intent to cancel this contract. Contractor will be given a period of time to 'cure' the performance. If the performance does not improve, Contractor will be given 5 days written notice that the contract will be cancelled. Upon termination, the County's liability will be limited to the pro rata cost of the services performed as of the date of termination.

10.2 If at any time the Contractor's performance threatens the health and/or safety of the County or the public, the County has the right to cancel and terminate the contract without notice.

10.3 If the Contractor fails to maintain and keep in force the insurance as required, the County has the right to cancel and terminate the contract without notice.

11.0 CHANGES IN THE WORK

No changes in the work may be made by the Contractor without having prior approval of the County. The County may at any time, without invalidating the Contract, order changes in the work by written Change Order or Field Order. Such changes may include additions and/or deletions.

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When alternates to specified equipment and products are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The County shall be the sole and final judge of equivalency.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held responsible.

3.0 QUALITY: Unless otherwise indicated in the request, all material shall be new and free from defects. Items which are used, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the County.

4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

5.0 ACCEPTANCE/REJECTION: The County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the County.

6.0 CONTRACT AND EXECUTION OF CONTRACT: Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the Graham County Board of Supervisors. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the County, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.

7.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

8.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Arizona. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

9.0 LICENSES AND PERMITS: Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.

10.0 ASSIGNMENT: No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the County.

11.0 NONEXCLUSIVE CONTRACT: Unless otherwise stated, the County reserves the right to purchase work or materials outside of this contract.

12.0 NONDISCRIMINATION & AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, gender identity and gender expression, or national origin.

13.0 INDEPENDENT CAPACITY: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the County.

14.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies utilized must comply fully with all safety requirements as set forth by the State of Arizona and all applicable OSHA Standards.

15.0 INSURANCE RESPONSIBILITY: Satisfactory proof of the existence and carriage of insurance is required.

16.0 CANCELLATION: The County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

17.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item.

18.0 ADVERTISING AND NEWS RELEASES: Reference to or use of the County, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the County.

19.0 HOLD HARMLESS: The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the County and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

20.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

ATTACHMENT A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

BIDDING COMPANY NAME: _____

FEIN (Federal Employer ID Number) OR Social Security # (if Sole Proprietorship)

Address: _____

City _____ State _____ Zip _____

Number of years in Business _____

Name the person to contact for questions concerning this bid.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

Fax () _____ Email Address _____

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date

ATTACHMENT B

REFERENCES

Contractor: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references.

Company Name: _____

Address: _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided:

Company Name: _____

Address: _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided:

Company Name: _____

Address: _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided:

BID OFFER FORM

Contractor: _____

Mechanical Application Bid

Total Cost: \$ _____

Cost per Acre: \$ _____

Estimated Start Date: _____

Estimated Finish Date: _____

Herbicide Application Bid

Total Cost: \$ _____

Cost per Acre: \$ _____

Estimated Start Date: _____

Estimated Finish Date: _____

Bid and Contract Acceptance:

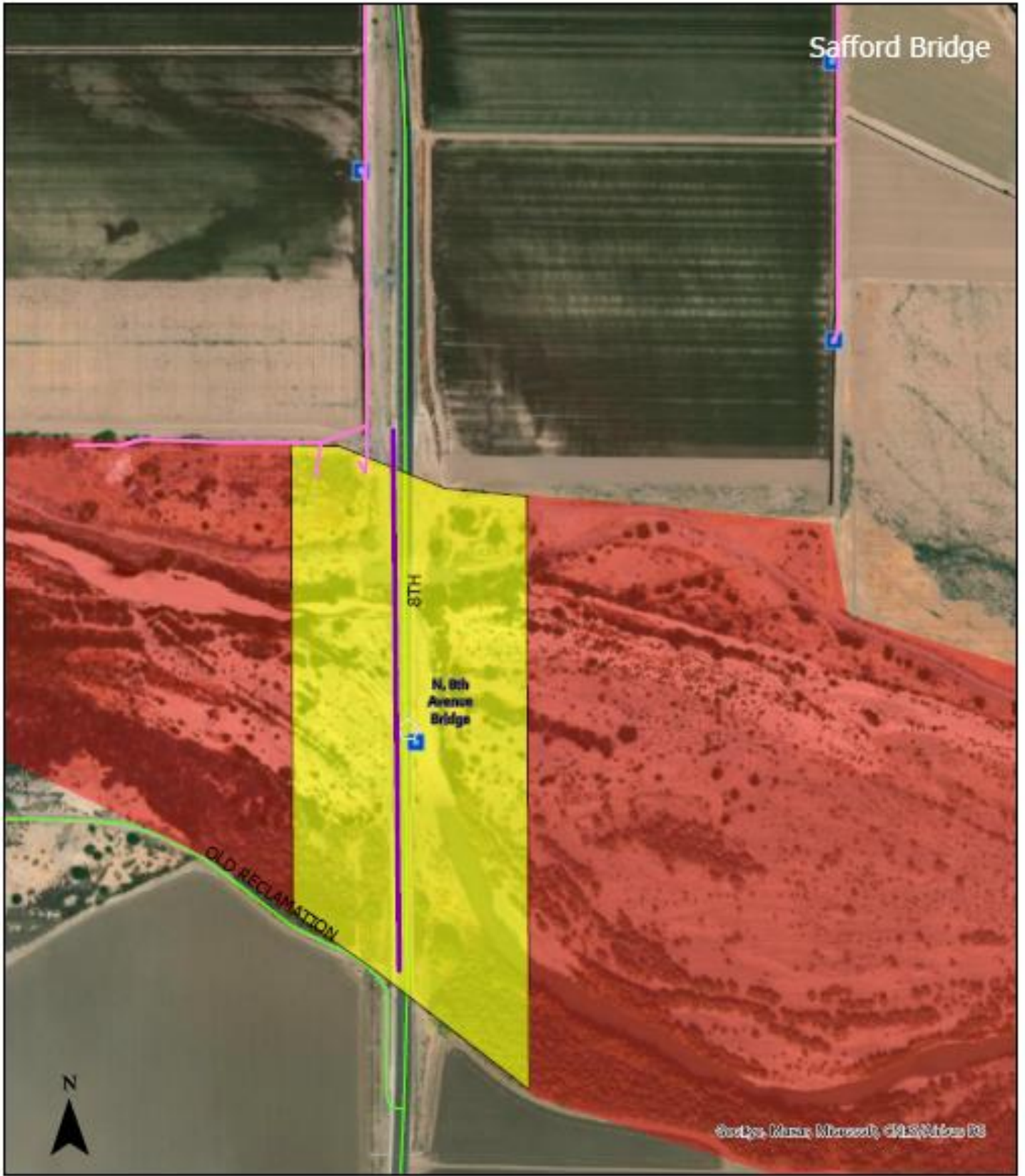
Chairman Paul David, Graham County Board of Supervisors

ATTACHMENT D

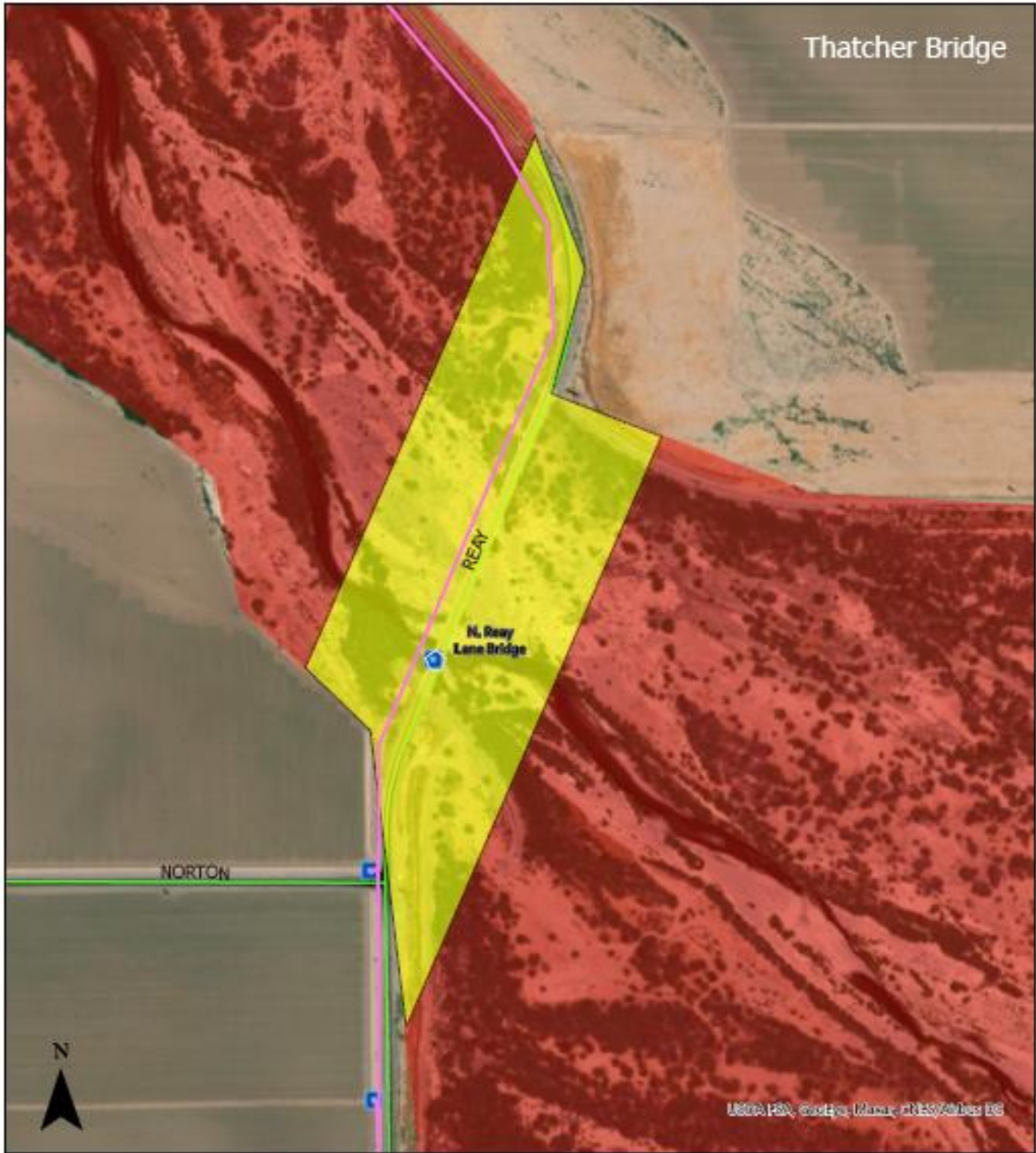
Gila River Corridor Fire Mitigation Fuel Breaks

Bridges	Fuel Break	Acreage
1	Safford Bridge	23
2	Thatcher Bridge	23
3	Eden Bridge	11
4	Ft. Thomas Crossing	19
5	Pima Bridge	21
6	Graham Diversion	25
7	Clonts Farm	23
Totals		145

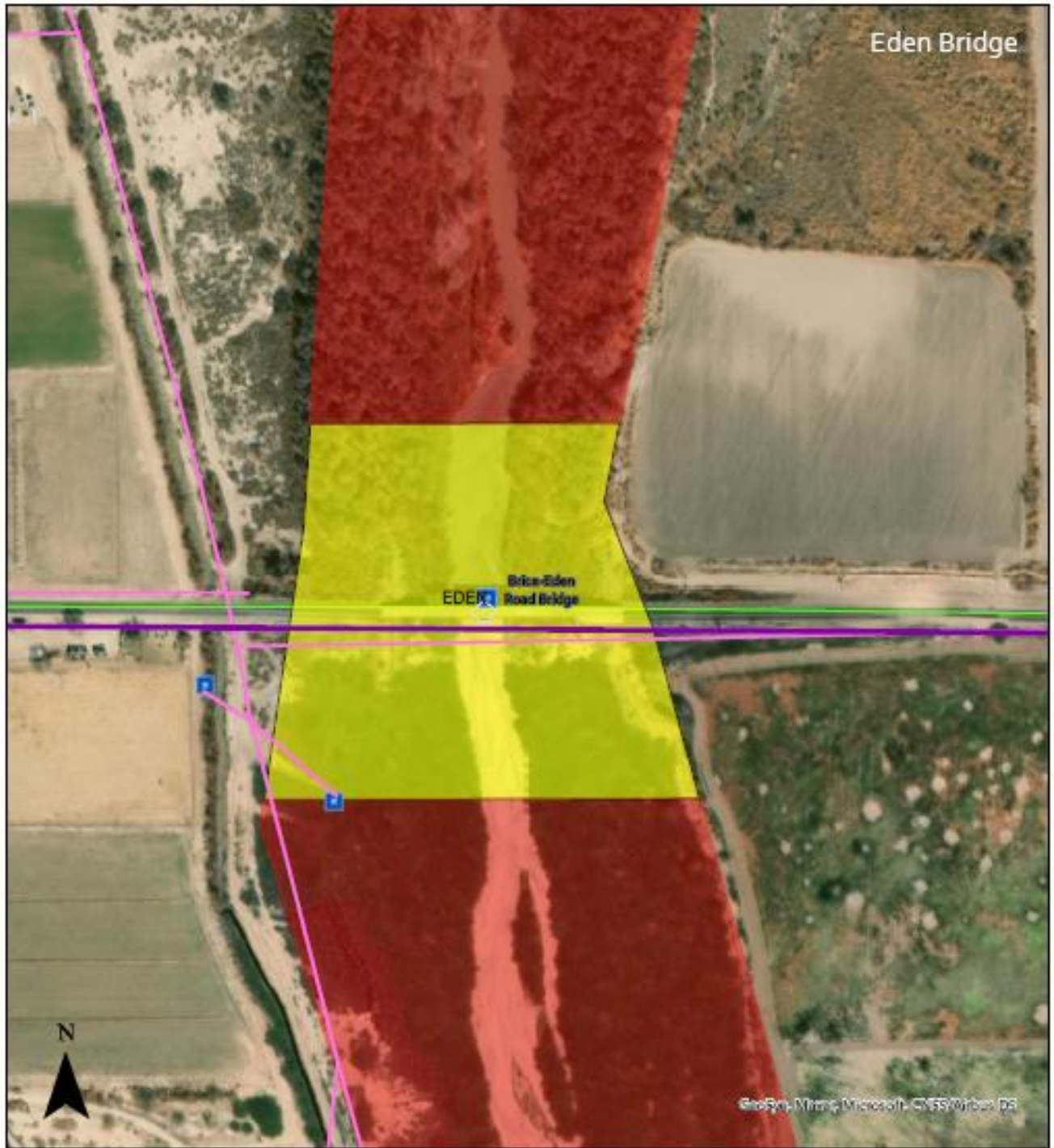
Infrastructure	Site	Acre
1	Claridge Cluster	8
2	Curtis Canal Cluster	22
3	Eden Bridge Cluster	3
4	Ft Thomas/Layton	2
Totals		35



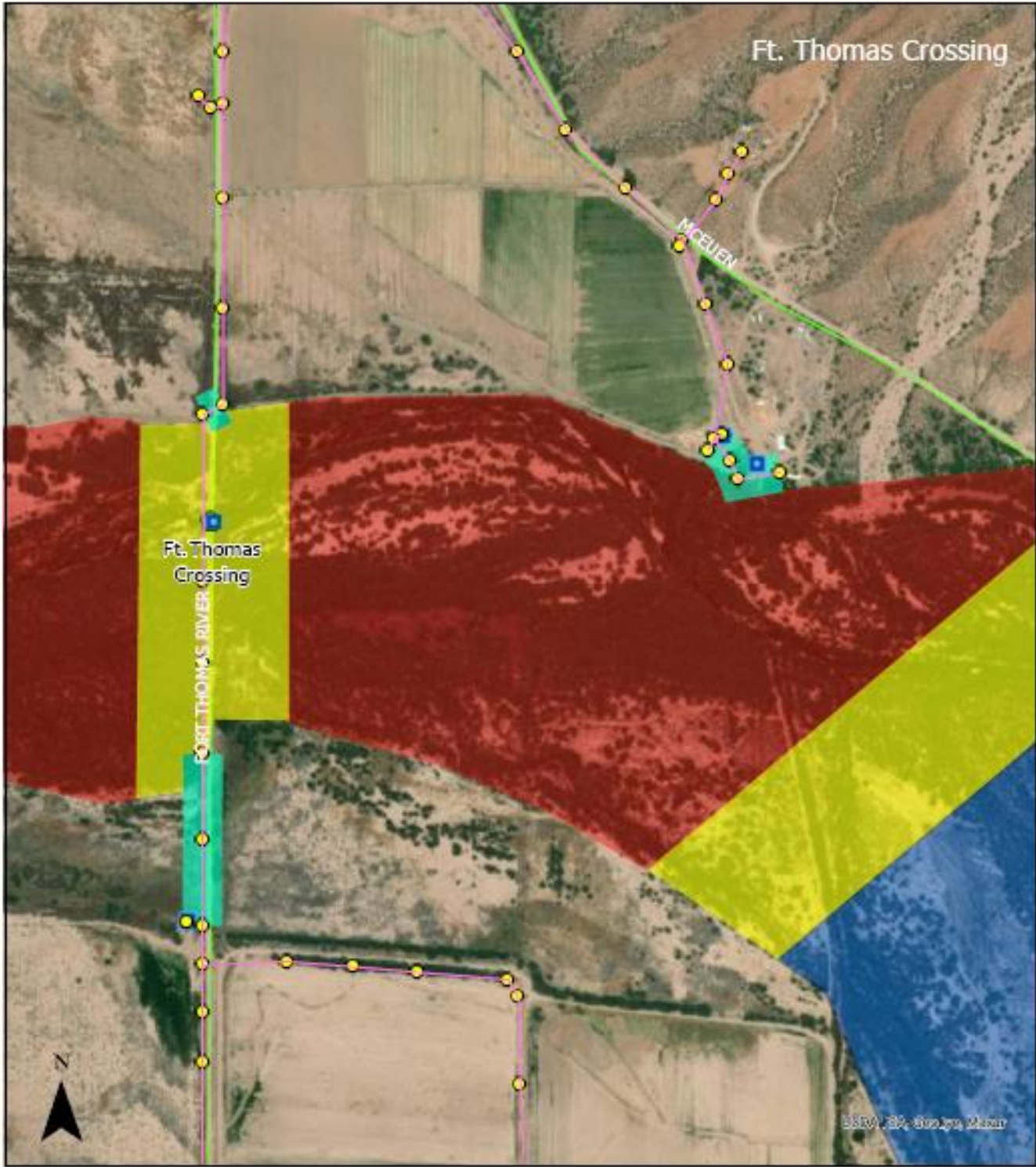
- Gas Bridge Crossing
- Conductor_2017
- Wells
- Planned Mitigation Fuel Breaks
- Full Suppression
- Managed Fire
- Streets



- | | |
|--|--|
|  Gas Bridge Crossing |  Planned Mitigation Fuel Breaks |
|  Conductor_2017 |  Full Suppression |
|  Bridges, Diversions, and Ditches |  Managed Fire |
|  Wells |  Streets |



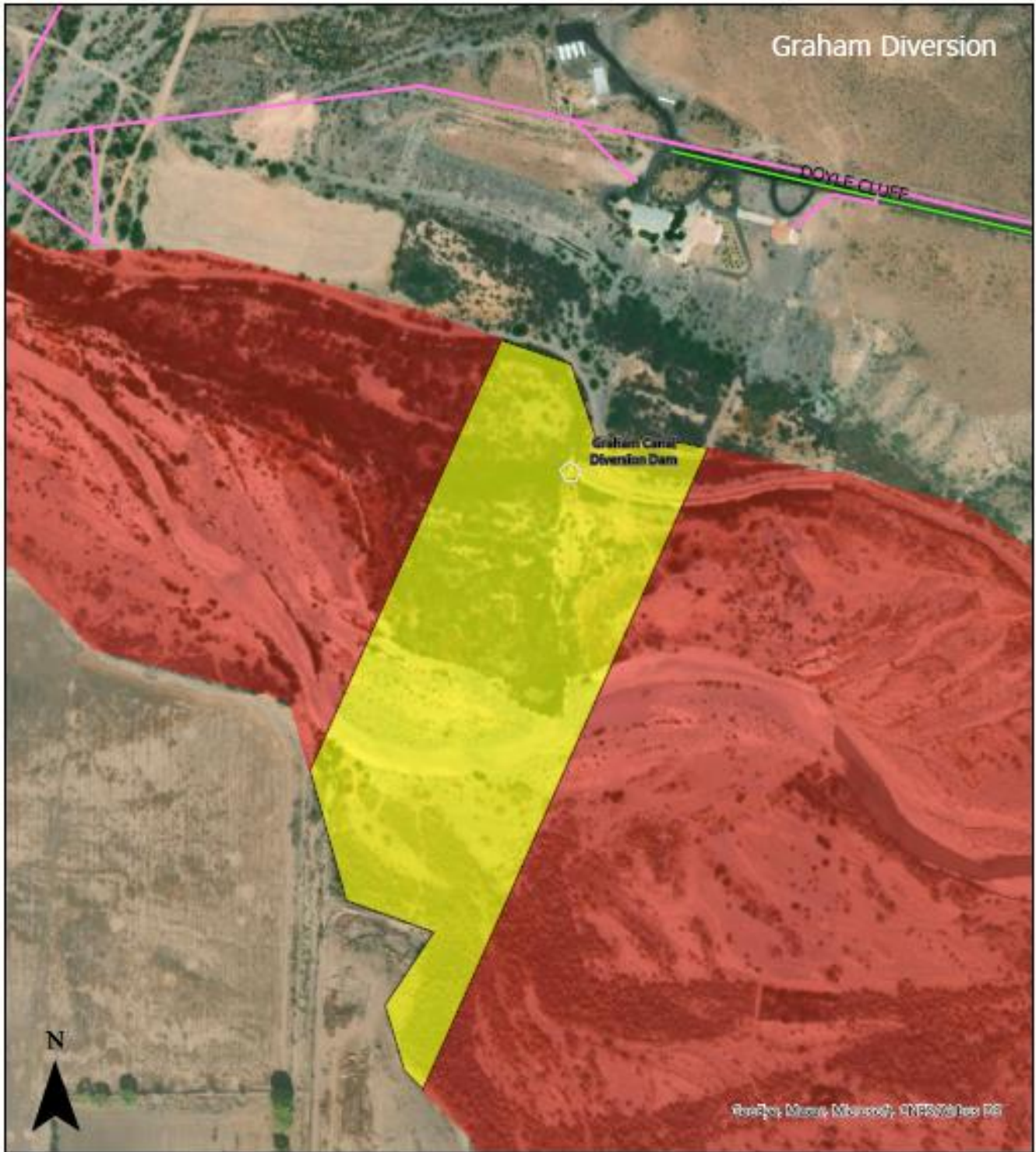
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|  Gas Bridge Crossing |  Planned Mitigation Fuel Breaks |
|  Conductor_2017 |  Full Suppression |
|  Bridges, Diversions, and Ditches |  Managed Fire |
|  Wells |  Streets |



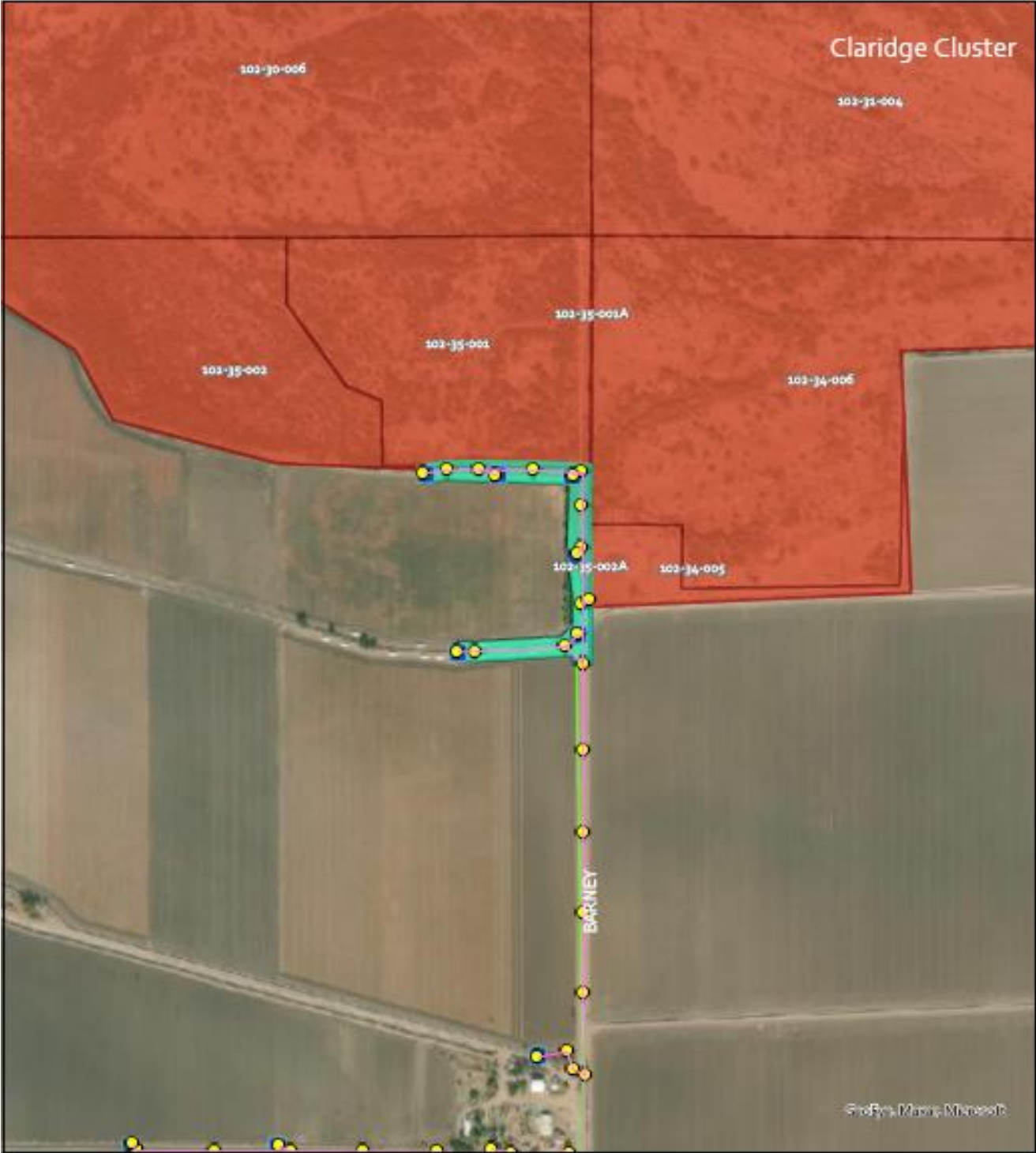
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|------------------------------------|------------------------------|--------------------|
| — Conductor | ■ Wells | ■ Full Suppression |
| ◊ Bridges, Diversions, and Ditches | Fuel Break | ■ Managed Fire |
| ● Graham County Electric Poles | ■ Fuel Break | — Streets |
| | ■ Powerline and Well Cluster | |



- Gas Bridge Crossing
- Full Suppression
- Planned Mitigation Fuel Breaks
- Managed Fire
- Streets
- Wells



- | | |
|--|--|
|  Gas Bridge Crossing |  Planned Mitigation Fuel Breaks |
|  Conductor_2017 |  Full Suppression |
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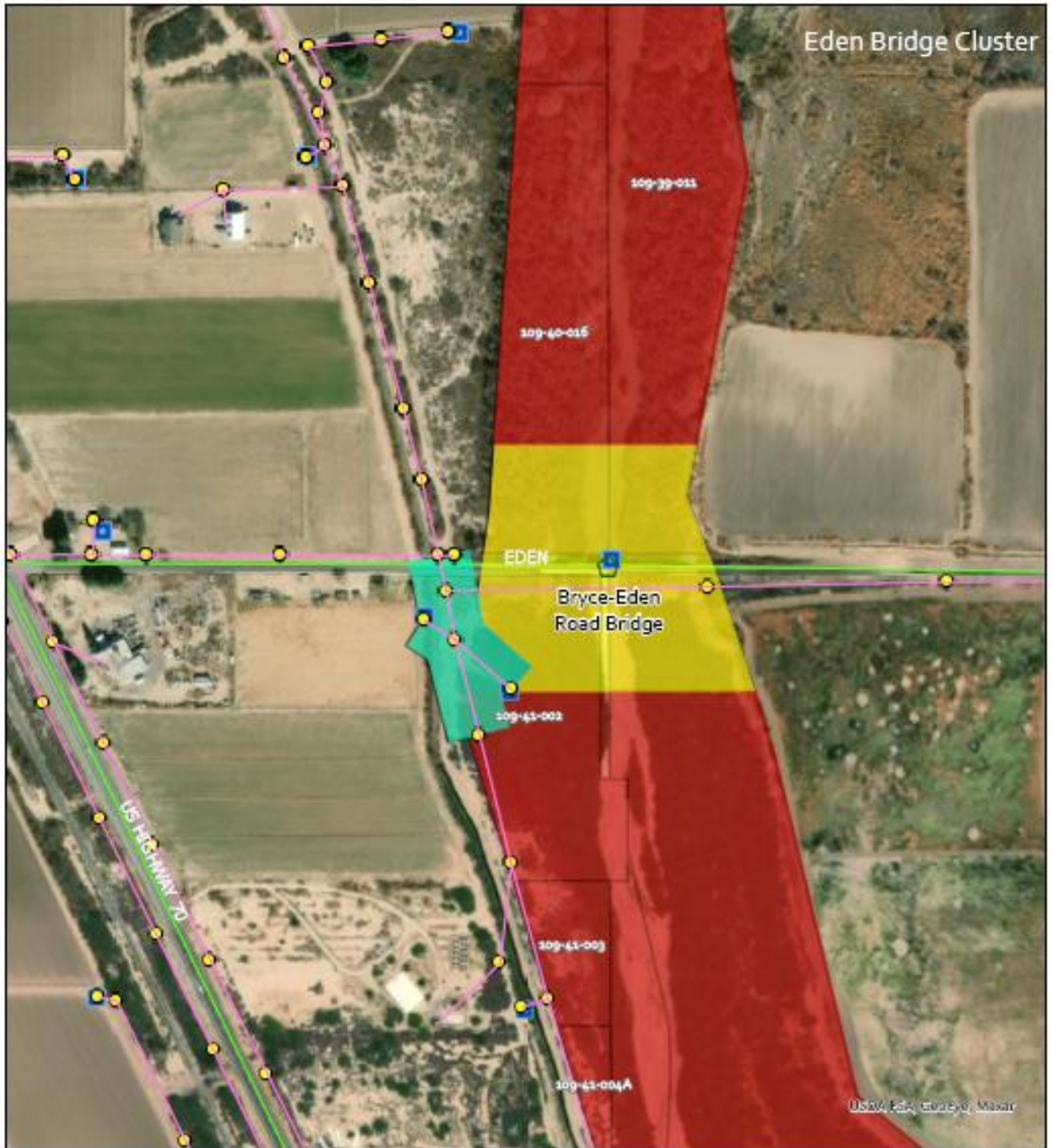


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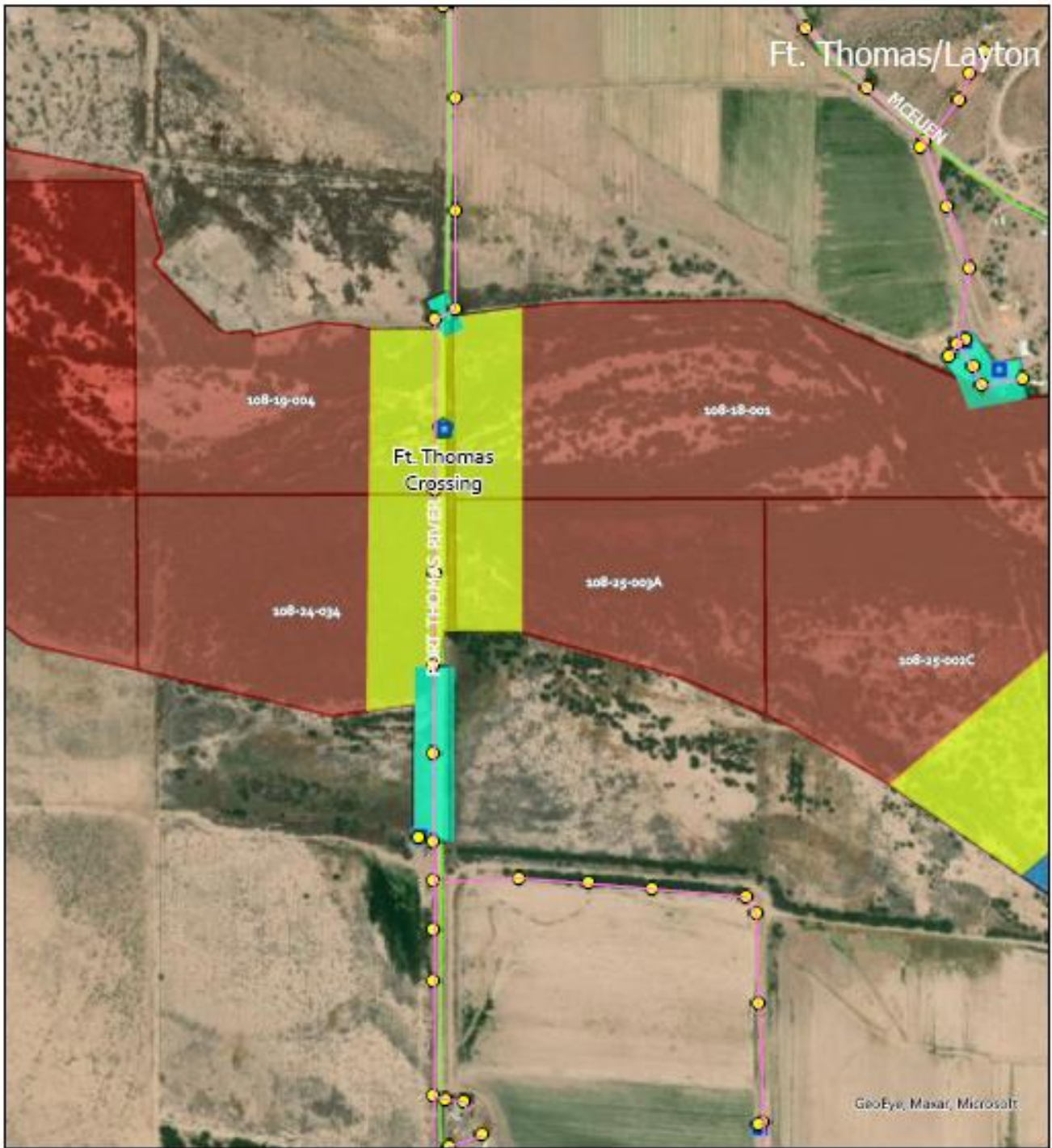
- Conductor
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- | | | |
|------------------------------------|------------------------------|--------------------|
| — Conductor | ■ Wells | ■ Full Suppression |
| ○ Bridges, Diversions, and Ditches | Fuel Break | ■ Managed Fire |
| ● Graham County Electric Poles | ■ Fuel Break | — Streets |
| | ■ Powerline and Well Cluster | |



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|------------------------------------|------------------------------|--------------------|
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- Conductor
- ◊ Bridges, Diversions, and Ditches
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