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**Colorado Springs Utilities South Slope Fuels Treatment Project**

**Project Description**

**Project Location:**

This project, located in El Paso County, is located on the Southern Slope of Pikes Peak on Colorado Springs Utilities land. The project is located approximately 21 miles outside of Cripple Creek and 35 miles outside of Woodland Park. Access to the project site is upon dirt roads. The estimated drive time from Woodland Park, CO is 1 hour. The USGS Pikes Peak and Colorado Springs Quads encompasses all of the project units. See attached map booklet for further details.

**General Description of Work:**

Work involves fuels reduction & restoration thinning via Mechanical mulching/ Mastication / Hand treatment / Product removal and Chipping.

**Important Dates:**

**JUNE 27, 2014 RFP RELEASED**

**JULY 8, 2014 MANDATORY SHOW ME TOUR**

**JULY 17, 2014 BIDS DUE**

**JULY 21, 2014 AWARDED CONTRACTOR NOTIFIED**

**JULY 28 - DECEMBER 31, 2014 OPERATIONAL PERIOD**

## **DECEMBER 31, 2014      COMPLETION DATE**

### **Purpose:**

Treatment Goal: The primary goal is to decrease hazardous fuels and increase overall forest health within the project areas. Secondary goals will be to improve forest wildlife habitat and to increase forest resistance to insects and disease.

### **Treatment Objectives:**

There are multiple objectives that will be implemented to reach the desired goals. These objectives are general and will be more detailed in the prescriptions below.

- To break up the continuity of fuels, while also improving the amount and quality of openings.  
In unit 1, we expect to create opening ranging in size from 5-10 acres.
- Reduce fuel loading to decrease crown to crown ignitions with the understanding that low intensity fires are a more natural occurrence.

### **Existing Conditions:**

- There are two units totaling 180 acres.
- Unit 1 is classified as very dense spruce
- Unit 2 is classified as mixed conifer with a predominance of limber pine, aspen, and spruce.
  
- Slopes range from mild to 30% in Unit 1 and mild to steep (greater than 60%) in Unit 2
- Unit 2 contains rocky ground, boulders, rock faces, a power line along the northwest boundary and an exposed water line to be identified prior to cutting.

### **Unit Descriptions:**

Unit 1 is a very dense spruce forest at 11,000' elevation. There is an abundance of broken and downed timber across the majority of the unit with little to no ground cover. The treatment sits in a mildly sloping basin above and south of Lake Moraine.

It is bordered by riparian meadow along the northwest treatment boundary. The relatively flat extreme north end has is a more productive site of groundcover and larger spruce trees.

Spruce grown on cool, moist sites typically has very shallow roots and is therefore susceptible to wind throw, especially if stands are suddenly opened extensively. Trees develop interdependence for protection from the wind, therefore care must be taken when trees are removed.

Engelmann spruce is susceptible to spruce bark beetle and numerous wood-rotting fungi which kill the trees or cause them to break or fall. Drought-induced stress and wind-downed trees help fuel the surge in spruce beetles.

Unit 2 is a mixed conifer forest containing limber pine, Engelmann spruce and aspen, located at 10,500' elevation. Groundcover is predominately juniper. Slope ranges from mild to steep (greater than 60%). There is an active small stream on the east side of this unit. Rocks and boulders exist throughout the treatment. A utility line borders the northwest edge and a water pipe is exposed in places. The pipe will be identified prior to work beginning .

With increasing global temperatures, Mountain Pine Beetle is infecting limber pine at 11,000' elevation and it is thought the beetle may favor limber pine, although this unit does not appear to be infected at this time.

- **Unit Prescriptions:**

- **Prescription for Unit 1**, south of and above Lake Moraine, very dense spruce with broken or fallen trees throughout much of treatment, minimal to no ground cover, and little to mild slopes of less than 30%:
  - Create amoeboid-shaped openings of 5-10 acres, by tucking in and out of retained trees with no sustained straight edge cuts. Retained groups of trees are to be 3-5 acres.
  - The unit borders a riparian meadow along the entire northwest side and a 50' buffer is to be maintained where all cutting and equipment is off limits.
  - No cut or fallen/ broken material may be left on site in openings. All cut trees are to be removed or treated on site. Masticated material may not exceed 4' length x 6" diameter. Chip depth may not exceed 4", averaging 3" or less. Ruts or depressions in the soil from equipment are to be less than 8" deep.
- **Prescription for Unit 2**, north of and below Lake Moraine, mixed conifer with an abundance of aspen, limber pine, and Engelmann spruce; common

juniper groundcover, boulders, rocky ground, slopes ranging from mild to steep (greater than 60%):

- Aspen is to be retained to a maximum extent to enhance fire resistance in this treatment area. Clear out 80% or more of conifer production,
- concentrating on complete removal of understory conifers from aspen
- stands, retaining only the dominant, well-formed conifers as single trees or clumps of 3-5 trees.
- Minimal aspen may be removed as necessary for equipment access through the treatment area.
- On cooler, wetter slopes typified by spruce dominance, create openings that are irregular in shape with edge exposure created by tucking in and out of retained groupings of trees with no sustained straight edge cuts. Openings are to be variable in size ranging from 50-100' between tree groupings. Retained groupings of spruce are to be variable in size from 2-3 acres.
- All trees, regardless of size, are to be removed from created openings.
- There is an active stream in this unit and a buffer of 30' on either side of stream will be maintained as off limits to equipment.
- On dryer sites, where there is an abundance of limber pine, focus on a random arrangement of clumps that have interlocking crowns and single trees. Group size is variable up to 1/ 5 acre (8700 sq ft). Create openings of up to 2 acres on these dry sites.
- On steeper slopes within this unit where equipment access is not feasible,
- hand cutting is to be implemented to achieve similar results.
- Large openings adjacent to boulder fields and rock faces running through the unit will enhance the desired fire resistant conditions.
- Masticated material may not exceed 4' length x 6" diameter. Chip depth may not exceed 4", averaging 3" or less. No cut material may be left on site. Ruts or depressions in the soil from equipment are to be less than 8" deep.

**General Considerations for all Units:**

- All of the units will be treated to break up the horizontal continuity of

fuels.

- Example Equipment Specs - Use of equipment that is comparable in performance to a Hydro-ax with a rotary ax mower, TigerCat with a Feconmulching head and/ or a Timbco with a Quadco mulching attachment is recommended. *Please note that it is the contractor's responsibility based on the work prescription and desired outcomes to assess the proper equipment for this job.*

- All stumps will be cut as close to the ground as possible. Unless there is rock near the base of the removed tree stump, height will not exceed 4".
- All trees to be cut that are not mechanically masticated or mulched will be removed from the site.

Mulched material shall be less than 4' long and 6 " in diameter.

- Chip depth will not exceed 4" and will average 3" or less.
- Snags will be retained as outlined below in the snag section.

Contractor may consider no more than 10% of contracted acreage as untreatable.

### **Snag Prescription:**

Contractor will maintain 1-2 snags per acre. Live trees with broken tops, dead tops, or mechanical damage are likely candidates to become wildlife trees.

Criteria for selecting wildlife snags are as follows:

- Trees already with signs of woodpecker, or other raptors (nests, holes, cavities, etc)
- Trees with dead or broken tops which are likely to develop heartrot.
- All wildlife snags should be at least eight inches in diameter (prefer > 14") and have their bark intact.

All other dead standing trees eight inches or less will be treated to prescription.

### **Marking:**

The contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the contract administrator.

**BOUNDARY:** The unit boundaries will be delineated with pink flagging.

### **PROJECT IMPLEMENTATION:**

#### **Contract period & Operational Period:**

- This project will be completed between July 28, 2014, and December 31, 2014. Start date and schedule must be coordinated with contract administrator.
- Daily Operational Period:
- No contract extensions will be allowed for this project.

**Operation Restrictions:**

- The Contract Administrator may suspend or limit operations in the case of excessive fire danger, excessive damage due to mud or snow, excessive residual tree damage, or failure to meet contract specifications.

**Treatment Methods and Equipment:**

- The treatment method for all units is mastication/ hand treatment / removal and chipping. There are several rock outcrop areas that will be treated by hand.

**Access:**

- Equipment will be driven into the units with a location for the trailer and vehicle parking area to be determined by the contract administrator.
- No equipment shall be parked on or block roads at any time.
- All access roads will be kept passable at all times. Any significant accumulations of material on the access roads will be removed immediately.
- Roads, trails, and other improvements damaged by the contractor will be repaired to a like or better condition as that found prior to the start of work. This repair may include repairing or replacing drainage control features.
- Significant damage to existing roads or other improvements caused by the Contractor must be repaired by the Contractor within 10 working days of notification by the Contract Administrator.

**Additional Performance Standards:**

- Soil disturbance will be as minimal as possible. Ruts and/ or depressions in the soil caused by Contractor's equipment will be less than 8" deep. In areas where machines have used a path repeatedly, water-bars will be installed by the Contractor if the Contract Administrator deems necessary.
- Ephemeral drainage areas will not be used as travel routes. If riparian drainage areas (determined by riparian vegetation) are found within a unit, work will not be completed within 15 feet of the drainage center.
- Fuel, hydraulic fluid or other chemical spills will be reported immediately.
- Soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall either be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor or left in place and

mixed with an encapsulating product such as RamSorb I, depending on the amount of contamination.

- No change of oil, hydraulic fluid, coolant or other fluids will be permitted on property.
- The Contract Administrator may require the Contractor to mulch leave trees that have been significantly damaged (broken top, multiple equipment scars, equipment scarring in excess of 12" x 6" on the trunk, or an area encompassing more than two-thirds of the trunk circumference) by the Contractor.
- The Contractor must minimize damage to residual trees. The Contractor will be charged \$50 for each significantly damaged tree that is 4 inches dbh or greater.
- Damaged gates, fences, or signs will be repaired to a like or better condition or replaced by the Contractor, at the discretion of the Contract Administrator.
- Boundary fences must not be damaged and the mastication debris must not be propelled onto the neighboring lands.
- No woody material may be left on or piled up against boundary fences. Work may need to be completed by hand near property boundaries in order to meet this standard.
- In order to quickly request assistance in the event of a fire or medical emergency, each crew working on the site will be required to have immediate access to a cellular and/ or satellite phone.
- Areas for refueling of chainsaws will be designated by the contract administrator. Refueling areas will have a minimum dimension of five by five feet, and will be cleared of all combustible material to mineral soil. No chainsaw or other motorized equipment will be started within 15 feet of any refueling area.
- Chainsaws or other equipment will be allowed to cool for a minimum of ten minutes before being refueled.
- Smoking will only be allowed in vehicles.
- Each vehicle must have a properly serviced Class A, 2.5 pound fire extinguisher and a minimum of one fire tool per cutting crew member and five gallons of water.
- All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.

- Any fire started or observed on the Property will be immediately reported in the following order of priority: 1) to CSU, (719)686-4554; 2) CUSP (719)748-0033. In the event none of the above personnel can be reached, the fire will be reported to 911, Lastly, the contractor will report any fire to the CSFS Woodland Park District Office (719) 687-2921 .
- Neither trash nor litter will be left by the Contractor anywhere on the site, access route, or vicinity. Daily hauling of any trash generated by the Contractor is the Contractor's responsibility.
- It is the responsibility of the Contractor to follow all rules and regulations established by Colorado Springs Utilities (rules and regs attached) .

All issues and concerns of adjacent property owners and others shall be referred to the Contract Administrator.

- The work site should be left in a safe manner at the end of every work day, and the Contractor will take all reasonable precautions. The following precautions will be required:
  1. All equipment will be safely stored at the end of every work day or when unattended. Ignition keys will be removed from machinery and removed from the site. The hitch of all chippers or other towed vehicles will be closed and locked at the end of every work day or when unattended.
  2. All vehicles, chippers, or other towed vehicles will be safely parked on level ground with the wheels blocked and locked at the end of each work day or when unattended.
  3. Chainsaws, gasoline and oil will be locked inside a vehicle or secured in a locked metal box at the end of each work day or when unattended.
 No exposed root balls should be created by this project; however any exposed root balls created during this project will be tipped back into an upright position or masticated by the Contractor.  
 There will be no salvage rights granted to the Contractor for this project.

## **Safety**

Safety of staff and visitors to the project area is of utmost importance. The contractor will exercise due caution to safeguard the safety of visitors and staff at all times. In addition the contractor will take the following precautions on a daily basis:

- When working within 100 feet of any road, the contractor shall post signs at least 100 feet in advance of the work area on each direction of travel. Such signs shall have a minimum dimension of two feet by two feet.



**Performance Bond and Damage Deposit:**

A performance bond in the amount of 50% of the Project Value or \$50,000.00, whichever is less, shall be deposited by the PURCHASER upon signing of this agreement. The bond shall be in the form of cash, certified check or a certified bond from a qualified bonding company. The performance bond shall be used, in part or in full for non-performance of any of the terms or conditions of this Independent Services Contract and/ or to correct deficiency in any work not completed to agreement specifications. The bond may be used to cover expenses incurred by the Colorado State Forest Service to complete contract obligations, including re-bidding the entire project if necessary.

A Damage Deposit in the amount of \$7,000.00 shall be deposited by the PURCHASER upon signing of this contract. The deposit shall be in the form of cash or certified check. Any damage penalties and charges for damages to soils, improvements or other elements of the forest stand not repaired or corrected by the Contractor shall be deducted from the Damage Deposit. If at any time during the performance of this agreement the Damage Deposit balance falls below \$500.00, it shall be brought back to the original full amount through additional payments by Contractor.

Any remaining bond and/ or deposit balances will be released to PURCHASER promptly upon satisfactory completion of this agreement.

**Subcontracting:**

All subcontractors must be approved by CUSP in writing prior to contract signing and bid approval.

**Administration:**

- All treatment units together have a gross acreage of approximately 180 acres. All operable areas will be treated. However, CUSP recognizes that portions of some blocks may not be treatable due to operability restrictions from slope, rock and topography. If 90% the units are completed to prescription, the Contractor will be paid for 100% of the contract. If the Contractor completes less than 90% of the project the Contractor will be paid for the acreage completed. If the Contractor does not complete acres within each unit due to inability, the Contractor will submit a detailed invoice to Contract Administrator, displaying complete and incomplete acres. Contract Administrator will GPS completed acres to determine final completed acreage and appropriate payment.

- At the time of signing a written Operational Plan shall be agreed to between the Contractor and the Contract Administrator. Among other things, the plan shall describe projected start and end dates for the project, the order of work among the various blocks, projected times to complete each block, etc.
- Work must be started within 21 working days of the date agreed upon in the Operational Plan, except as may be approved by the Contract Administrator. For each day past this 21-day window, the Contractor may be assessed a \$250 fine.
- Contractor shall notify the Contract Administrator prior to moving any equipment into the project area and also prior to the start of work. No work will begin without the presence of the Contract Administrator.
- Due to funding constraints, meeting time requirements in all phases of this project is critical. Upon project completion, the Contractor must request a final inspection by the Contract Administrator. This final inspection will be no later than December 31, 2014. Any additional work to correct deficiencies identified in this final inspection must be completed by January 1, 2014. Final payment will be processed upon successful completion of the project and after final inspection is complete.

#### ENVIRONMENTAL & OTHER ISSUES:

##### **Weed prevention / Rehabilitation / Reclamation:**

- The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area or adjacent private lands used for access to reduce the spread of noxious weeds from other projects.
- The vehicles will be inspected by the contract administrator prior to entering the park to ensure compliance. Machine operations during project will avoid driving through excessively weedy areas and will notify contract officer of its location.
- No major reseeding effort is expected to be necessary for this project; however reseeding may be required of the Contractor in areas where work has exposed bare soil and in areas as may be deemed necessary by the Contract Administrator. Any and all reseeding will be done with seed mix specifications provided by the State Parks Resource Stewardship Coordinator.
- Areas of repeated compaction; such as, log decks, staging areas, and skid trails may be required, at the expense of the contractor, to be reclaimed.

**Sensitive Areas to Avoid:** Lake Moraine and all other lakes in proximity of this project.

**Endangered and Sensitive Species:**

Based on the attached Biological Assessment (BA) the US Fish and Wildlife Service in a letter of May 13, 2004, determined the proposed hazardous fuels reduction projects “would not adversely affect the Mexican Spotted Owl (*Strix occidentalis lucida*) or other Federally-listed threatened or endangered species. This letter notwithstanding, the Contractor is required to comply with all Endangered Species Act (ESA) regulations.

**Archaeological/Cultural Resources to Avoid:**

If unidentified cultural resources are discovered during project activities, work must be halted by the Contractor until the resources have been evaluated in terms of Federal Register criteria, 36 CFR 60.4, in consultation with the Colorado Historical Society.

**Contractor Expectations:**

**Bid Approach:** The contractor will bid based on their determination of the most effective and cost-efficient strategy for implementing this mixed conifer and spruce mastication/ removal/ hand treatment/ chipping project. When making a proposal to CUSP, please consider the following requirements:

**Bid Submittal Requirements:**

1. Contractor contact information; including tax id and duns #
2. Proposal Summary- Narrative discussing points mentioned below in the Selection Procedure and Criteria
3. Familiarity with project area and scope
4. Work experience - pictures and highlights if possible
5. Track record - might include recommendations from clients
6. Budget - itemized budget on a per acre basis
7. Proposed Equipment list and specifications
8. Client contact names, addresses, phone numbers, email addresses.
9. Complete and timely submittal of all required proposal documents is required for the proposal to be considered.
10. Plan for Removed material

### **Selection Procedure and Criteria:**

Bids for the project described herein will be evaluated on the following basis:

1. Contractor's familiarity with the project area, project scope and work experience.
2. Track record of delivering successful projects, which are similar in scope (references)
3. Our confidence in the contractor's ability to implement the proposed work effectively and with high quality outcomes (combination of experience and references)
4. Contractors that can demonstrate a utilization component to this project will be ranked higher in the bid review process.
4. Price.

Bids will be weighed against these criteria, as opposed to simply accepting the lowest bid. Budget is only one factor that will be considered in awarding the contract for this project. In the event that all proposals exceed our project budget, we will use other criteria in selecting a contractor who is willing to downscale the project scope to fit our budget. CUSP retains all rights to refuse any and all bids for any reason. will be considered.

### **BIDS MUST BE EMAILED, MAILED OR HAND DELIVERED TO:**

#### **1. EMAIL**

[michelle@uppersouthplatte.org](mailto:michelle@uppersouthplatte.org)

#### **2. MAIL**

**Attn: Michelle Connelly  
Box 726, Lake George, CO 80827**

#### **3. OFFICE LOCATION (please call before coming out)**

**38000 Cherokee Ave,  
Lake George, CO 80827**

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**Pre-Bid Site Visit:**

Due to the nature of this project it is anticipated that a site visit will be necessary before a bid can be prepared. Access to the project are for a “show me tour” has been scheduled for: July 7, 2014

**APPENDICES -**

**Liability Insurance Requirements**

**Indemnification Statement**

**Colorado Springs Utilities Forest Management Operations Environmental Planning Guide**

**Project Map**

**LIABILITY INSURANCE REQUIREMENTS**

During the entire term of Project, the CONTRACTOR shall maintain, at its own expense, insurance in at least the following minimum amounts and classifications:

Workers' Compensation/ Employer's Liability

Not less than that required by statute

Comprehensive General Liability (including blanket contractual liability insurance):

Bodily Injury           \$ 500,000 each person; \$1,000,000 each occurrence

Property damage      \$ 600,000

General aggregate    \$ 2,000,000

Comprehensive Automobile Liability

Bodily Injury           \$ 500,000 each person; \$1,000,000 each occurrence

Property damage     \$ 600,000

The CONTRACTOR shall furnish certificates of such insurance to CUSP representative prior to performance of this Agreement. CUSP shall be named as an additional insured on all policies of liability insurance.

CONTRACTOR understands that no such insurance will be provided by CUSP.

### **INDEMNIFICATION**

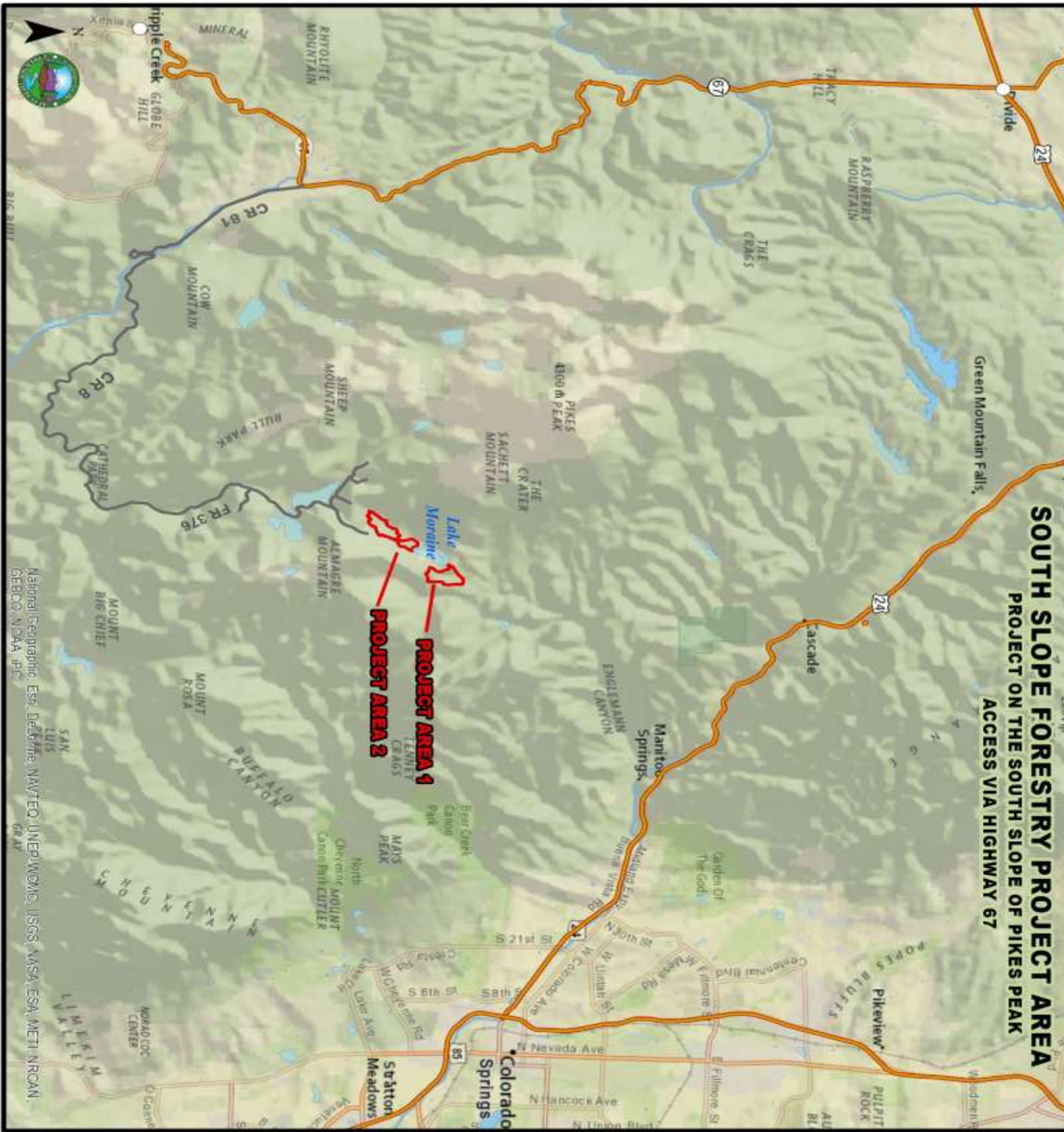
CONTRACTOR agrees to protect, defend, indemnify and hold harmless the CUSP, its divisions, boards, the State of Colorado, and each of their officers, officials, employees, representatives, agents, successors and assigns against any and all losses, penalties, injuries, claims, fines, legal actions, damages, settlements, costs, charges, professional fees, attorney's fees or other expenses or liabilities of every kind and character incurred by said listed parties and/ or arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character, in connection with, or arising directly or indirectly out of CONTRACTOR's negligence, intentional act, professional error, mistake, omission, performance or failure to perform and/ or default or breach under the terms of this Agreement, or fault of CONTRACTOR during the performance of this Agreement. Without limiting the generality of this Section, in any and all such claims or actions relating to personal injury, or of any other tangible or intangible personal or

property right, or actual or alleged violation of any applicable statute, ordinance, administrative order or directive, order, rule or regulation, CONTRACTOR shall respond to and defend any such claims or actions at its sole expense with counsel approved by CUSP and agrees to bear all other costs and expense related thereto, and attorney's fees, even if such claim is groundless, false or fraudulent.

**MAPS**







**SOUTH SLOPE FORESTRY PROJECT AREA**  
**PROJECT ON THE SOUTH SLOPE OF PIKES PEAK**  
**ACCESS VIA HIGHWAY 67**

National Geographic, Esri, DeLorme, NAVTEQ, UNEP/WCMO, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, IPC, GRAP

