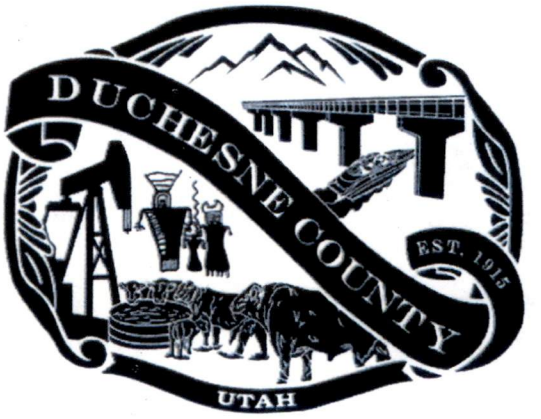


DUCHESNE COUNTY

CONTRACT

FOR

WILDLAND FIRE VEGETATION

REDUCTION/MITIGATION

CONTRACT

PART 1 GENERAL

1.1 CONTRACT NAME

A. Name of Project: Wildland Fire vegetation reduction/mitigation. Pinion Ridge/Sams wash road.

1.2 CONTRACTOR

A. Name and Address: _____

_____

_____

_____

B. Telephone Number: _____

Facsimile Number: _____

1.3 OWNER

A. Duchesne County, a political subdivision of the State of Utah (referred to hereafter as "County" or "Owner")

B. The County's agency for this Project is Fire and Emergency Management.

C. The Department Head and Contact Person of the County's Agency is Mike Lefler.
mlefler@duchesne.utah.gov 435-738-1219

D. Prepared Bids should be submitted to **Melissa Hughes** - Commission Executive Assistant
Duchesne County Administration Building
734 North Center Street
Duchesne, UT 84021

Any questions please call 435-738-1139 or email melissa.hughes@duchesne.utah.gov

E. Bids will be accepted until Friday, June 24, 2022, at 5:00 p.m.

F. Bids will be opened and awarded Monday, June 27, 2022, at 9:00 a.m.
At the Duchesne County Commission Meeting
734 North Center Street
Duchesne, UT 84021

PART 2 PAYMENT TERMS

2.1 CONTRACT PRICE

A. The contract price includes the cost for the Work specified in the Request for Proposal, Plans, Specifications, General Conditions, Special Conditions (if any), Supplemental Conditions (if any), Bid, Contract Award, and this Agreement, collectively referred to hereafter as Contract Documents; plus the cost of all bonds, insurance, premiums, fees required, and all charges, expenses or assessments of whatever kind or character.

B. The schedule of Prices awarded from the Bid Form submitted by Contractor are as follows:

Item	Classification of Work	Amount
1	Total Cost	$
2	Price Per Acre	$
3		$
TOTAL		$
NOTES:		

C. Based upon the above-awarded schedules, the Contract Price awarded is:

_____dollars

($_____).

2.2 PAYMENT PROCEDURES

A. Progress Payments: Contractor shall submit applications for payment in accordance with the General Conditions of the Contract Documents. Applications for payments will be processed by the County as provided in the General Conditions. Payment shall not become due or payable for any contract item not provided or installed by the Contractor exactly as indicated in the Contract Documents.

1. Withholding payment: The County reserves the right to withhold payment from Contractor for non-compliance with any provision of the Contract Documents.

2. Final Payment: After completion of all Work, and acceptance thereof by the County, County shall pay the Contract Price due, after deducting therefrom all previous payments, liquidated damages, and other amounts to be withheld by County. All prior progress payments shall be subject to correction in the final payment. Contractor must make a written request for the final payment and it shall not be due and payable until the expiration of thirty (30) days from receipt by the County of the request for final payment.

B. Extra Work: No money will be paid to the Contractor for any additions, deletions or revision in the Work required by the Contract Documents unless a contract Change Order for such has been made in writing and executed by the County and the Contractor.

PART 3 CONTRACT TIME

3.1 CONTRACT TIME

A. Contract time will start the day the Contractor receives Notice to Proceed from Duchesne County.

B. Contract time will end on December 31st 2022.

C. Any time specified in the work sequences set forth in the Project's schedule, as prepared by Contractor, shall be part of the Contract Time.

D. Time is of the essence.

3.2 EFFECT OF TIME EXTENSION

A. Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been from time to time extended, whether or not a new completion date is established, shall not operate as a waiver by County of any of County's right under this Agreement.

PART 4 LEGAL PROVISIONS

4.1 CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE

The provisions of this Contract shall be governed by the laws of the State of Utah, Duchesne County. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Duchesne County, in the Eighth Judicial District; Duchesne Department. Vendor agrees to be bound by the decision of Duchesne County in case of any dispute arising from the interpretation or application of the Terms and Conditions.

4.2 LAWS AND REGULATIONS

The Parties signing below under this Contract and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.

4.3 INDEPENDENT CONTRACTOR

The Contractor shall be an independent Contractor, and as such, shall have no authorization, express or implied, to bind Duchesne County, or its members, to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Duchesne County, or its representatives, except as herein expressly set forth. Compensation stated herein shall be the total amount payable by Duchesne County. The Vendor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from Duchesne County for these Contract services. Persons employed by Duchesne County and acting under the direction of Duchesne County shall not be deemed to be employees or agents of the Contractor.

4.4 INDEMNITY

The Contractor agrees to indemnify, save harmless, and release Duchesne County, and all their officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of the Contract which are caused in whole or in part by the acts or negligence of (a) the Contractor, (b) the Contractor's officers, agents, volunteers, or employees, (c) the Contractor's subcontractors, or (d) anyone for whom Contractor may be liable but not for claims arising from Duchesne County's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property. The Contractor's duties contained within this provision do not expire upon the expiration of this contract and will continue until such time all such statute of limitations have expired.

Nothing in this contract shall waive the Governmental Immunity provisions within Utah State Code.

4.5 DEFAULT

Any of the following events will constitute cause for Duchesne County to declare Contractor in default of this Contract: (1) Nonperformance of contractual requirements; or (2) A material breach of any term or condition of this Contract.

4.6 AVAILABLE REMEDIES

Duchesne County may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations. County shall be entitled to deduct and retain liquidated damages or other damages out of any money, which may be due or become due the Contractor under this Agreement. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall promptly pay said amounts to the County.

4.7 LIQUIDATED DAMAGES FOR LATE COMPLETION

A. **Late Completion.** Time is of the essence of the Contract Documents. Contractor agrees that County will suffer financial loss/damages if the Work is not completed within the Contract Time or within any time extensions allowed in accordance with the General Conditions.

Contractor and Duchesne County agree that said financial loss/damages will occur from additional administrative costs to County and for disruption and delay in the County's provision of services to the public, and further agree that the amount of said financial loss/damages is difficult to determine with certainty. Accordingly, instead of requiring proof of specific financial loss or damages for late completion of the Work, Contractor agrees to pay the following sums to the County as liquidated damages and not as a penalty:

1. Late Contract Time Completion: Five Hundred dollars ($500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete by Duchesne County.

2. Reasons for Liquidated Damages, Provision for Other Damages: The liquidated damages described above are established to provide for administrative costs and damage to County's ability to provide public services and convenience thereof to the public which it serves. Consequently, County and Contractor agree that in the event County suffers special damages from circumstances other than those specified herein and in the description of liquidated damages given above, the amount of liquidated damages stipulated above shall not be deemed to be a limitation upon County's right to recover the full amount of said special damages.

4.8 INTERPRETATION OF CONTRACT

Any ambiguities in the contract language shall be liberally construed in favor of Duchesne County.

4.9 SEPARABILITY

Any invalidation of any sections or provisions of this contract will not affect the validity of the remainder of the provision or other provisions in the contract.

PART 5 MODIFICATIONS AND TERMINATION

5.1 MODIFICATION

This agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5.2 TERMINATION

Either non-breaching party may terminate the Contract upon a material breach by the non-breaching party. Any performance will be accelerated and due upon the breach and termination of the Agreement.

PART 6 MISCELLANEOUS PROVISIONS

6.1 ASSIGNMENT AND SUBCONTRACT

The parties agree that Contractor will not delegate performance obligations under this Agreement, in whole or in part, without the prior written approval by the County. Authorization must come from Duchesne County.

Any such delegation of responsibilities is declared void and will not relieve Contractor from any liability or performance obligations under this Agreement.

6.2 ENTIRETY OF CONTRACT

This Agreement supersedes all other Agreements that may have been signed between the Parties prior to date of the Parties signing of this Agreement. This Agreement incorporates by reference all Contract Documents noted above.

6.3 ACKNOWLEDGMENT

The parties understand and have read this agreement and have been provided sufficient time to review it with an independent attorney, or have otherwise refused or elected not to seek legal review. By signing this Agreement, I certify that I am authorized to sign it for the party I am signing it for. I certify that I am capable of understanding this contract and hereby fully understand or have had the opportunity to inquire further into any provision of this contract I do not fully understand and hereby waive any future claim of misunderstanding such terms.

_____
Contractor

_____
Duchesne County Commission Chair

_____
Duchesne County Department Head

Pinion Ridge/ Sandwash Road

FUELS REDUCTION SCOPE OF WORK

A. Introduction:

Services in this project will provide for wildland fire hazard reduction in and around the area of Sandwash Road.

B. Description of Work:

All material less than 4-inch diameter will be chipped.

- Remove all standing dead and down dead.
- Remove small conifers growing between mature trees.
- Thin remaining conifers to a crown spacing of 10-15 feet and increase crown spacing as slope angle increases.
- Limb up all remaining conifers 3-6 feet but no more than 1/3 of the tree.
- 4 inches in diameter or larger will be cut to firewood length (24 inches long) and stacked in open areas.
- Piles to be chipped on-site and broadcast throughout the area.
- Vegetation removal only, No land disturbance or chemical use on the landscape.
- Mitigation work will include fuel reduction of 100 feet on both sides of the County Road.
- 70 Percent fuel reduction.

A. Location:

Work to be completed is located in Duchesne County Utah, along Sandwash Road (see attached directions in separate GPS and Attachment)

B. Performance Time:

Project will be given a performance time of Summer 2022 with the potential of an extension.

C. Site Investigation and Conditions Affecting the Work:

Contractor, acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

(a) conditions bearing upon transportation, disposal, handling, and storage of materials;
(b) the availability of labor, water, electric power, and roads;

(d) the conformation and conditions of the ground; and

(e) the character of equipment and facilities needed preliminary to and during work performance.

Any failure of Contractor to take the actions described and acknowledged in this paragraph will not relieve Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to Duchesne County.

D. Notice to Proceed:

After the approval of the corporative agreement, Contractor will issue a notice to proceed. Issuance of such notice may be delayed for a reasonable time if adverse soil, vegetative, or climatological conditions exist.

E. Delay of Work:

Contractor, shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of Duchene County. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

Upon request of Duchesne County, the WUI Coordinator shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule may be revised, subject to the County contract termination rights under the contract.

F. Other Requirements:

- Public or private access roads damaged by the contractor shall be restored at the cooperator expense to the same condition they were in at the commencement of work. Equipment and vehicles will not be operated or driven outside of the flagged unit boundaries except on roads or trails for access. The primary access is by foot only.
- The County, on an as needed basis, may authorize all-terrain vehicles.
- All necessary and required safety procedures will be followed to insure protection of life and property.
- The County, will periodically inspect completed acres. ➢

Certified pesticide applicator.

G. Hazardous Materials:

1. Use of Hazardous Materials and/or petroleum products requires that all appropriate State and Federal Regulations be complied with including, but not limited to, Materials Safety Data Sheets (MSDS) on hand and use of necessary Personal Protective Clothing (PPE).
2. On-site disposal of Hazardous Materials or Waste including hydrocarbons is not authorized. On-site disposal will subject the contractor to at least the cost of reclamation and the appropriate disposal of contaminated soil.
3. Incidental (de minimums) leaks from fittings, gaskets or ruptured hoses will not subject the contractor to remedial requirements. They will be considered to be normal and unavoidable events. Continual leaks will be noted on inspection reports and correction through maintenance required.
4. Maintenance and repair operations that require the draining of engines or hydraulic systems may be conducted on site only if the fluids are captured, containerized, and removed from the project sight for proper disposal.

H. Security of Equipment and Property:

The Contractor, may leave equipment at the work site. Contractor shall be responsible for equipment if it should be lost, stolen or damaged.

I. Crew Supervision:

1. The Contractor, shall designate one English literate supervisor whom will be on-site during operation hours. Supervisors shall be identified during the pre-work conference. Any changes in supervisory designations must be submitted in writing to the Project manager at least 24 hours prior to the change taking effect.
2. The person designated by the contractor as supervisor must remain with and effectively direct the crew by (1) making periodic inspections of the crew's work, (2) advising them as to improper work methods, (3) providing instructions for correcting any improper work methods encountered.
3. Emergency transportation will be provided by the contractor, unless Ambulance services are needed.

J. Work Camps:

Work camps may be established only in location authorized in advance by the contactor in coordination with landowners. Should such a camp be authorized, the contractor shall maintain the camp in an orderly and sanitary manner. Upon vacating a camp and prior to final payment, the contractor shall remove all refuse and other signs of occupancy to the satisfaction of the Project Manager.

K. Inspection and Acceptance:

Duchesne County will inspect work sites and provide recommendations to correct work deficiencies while work is in progress. The Contractor, is responsible for providing quality control to assure that work complies with the contract specifications.
Final Inspection:

1. Location: Meeting shall be held at the project sites, or as determined by the Project Manager
2. Notification: The Contractor, shall notify Duchesne County at least three (3) working days before the completion date so the County can schedule the final inspection.
3. Deficiencies: The Contractor, shall correct deficiencies and project areas will be reinspected by Duchesne County.

L. Payment:

Payments will be made for the actual number of hours/acres completed, inspected and accepted by the government as agreed to during the Pre-work Conference. Payment will be made for completed acres only and up to as many times necessary during the contract period.

M. Preservation of Historical and Archeological Data:

1. The Contractor, agrees that should he or any of his employees in the performance of this contract discover evidence of possible scientific, pre-historical, historical, or archeological data he will notify Duchesne County immediately giving the location and nature of the findings.
2. Where appropriate by reason of discovery, Duchesne County may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted.
3. The Contractor, agrees to insert this paragraph in all subcontracts, which involve the performance of work on the terrain of the site.

N. Protection of Cultural Resources:

Location of known historic or prehistoric sites; buildings, objects, and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470) and the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470aa-ll) (36 CFR 296.4 and 36 CFR 261.9(g)), shall be identified on the ground by the contractor. The Contractor, may unilaterally modify or cancel this contract to protect an area, object of antiquity, artifact, or similar object which is or may be entitled to protection under these Acts regardless of when the area, object or artifact is discovered or

identified. Discovery of such areas by either party shall be promptly reported to the other party and operations will be suspended at that location until the significance or potential significance of the site is determined.

The Contractor, shall protect all known and identified historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture against destruction, obliteration, removal or damage during contracted operations. The Contractor, shall immediately notify Duchesne County if disturbance occurs to any known site, and shall immediately halt operations in the vicinity of the site until Duchesne County authorizes the contractor to proceed. The County, shall bear costs of evaluation and restoration in accordance with 36 CFR 296.14(c), provided that such payment shall not relieve the contractor from civil or criminal remedies otherwise provided by law.

O. Fire Prevention Stipulation:

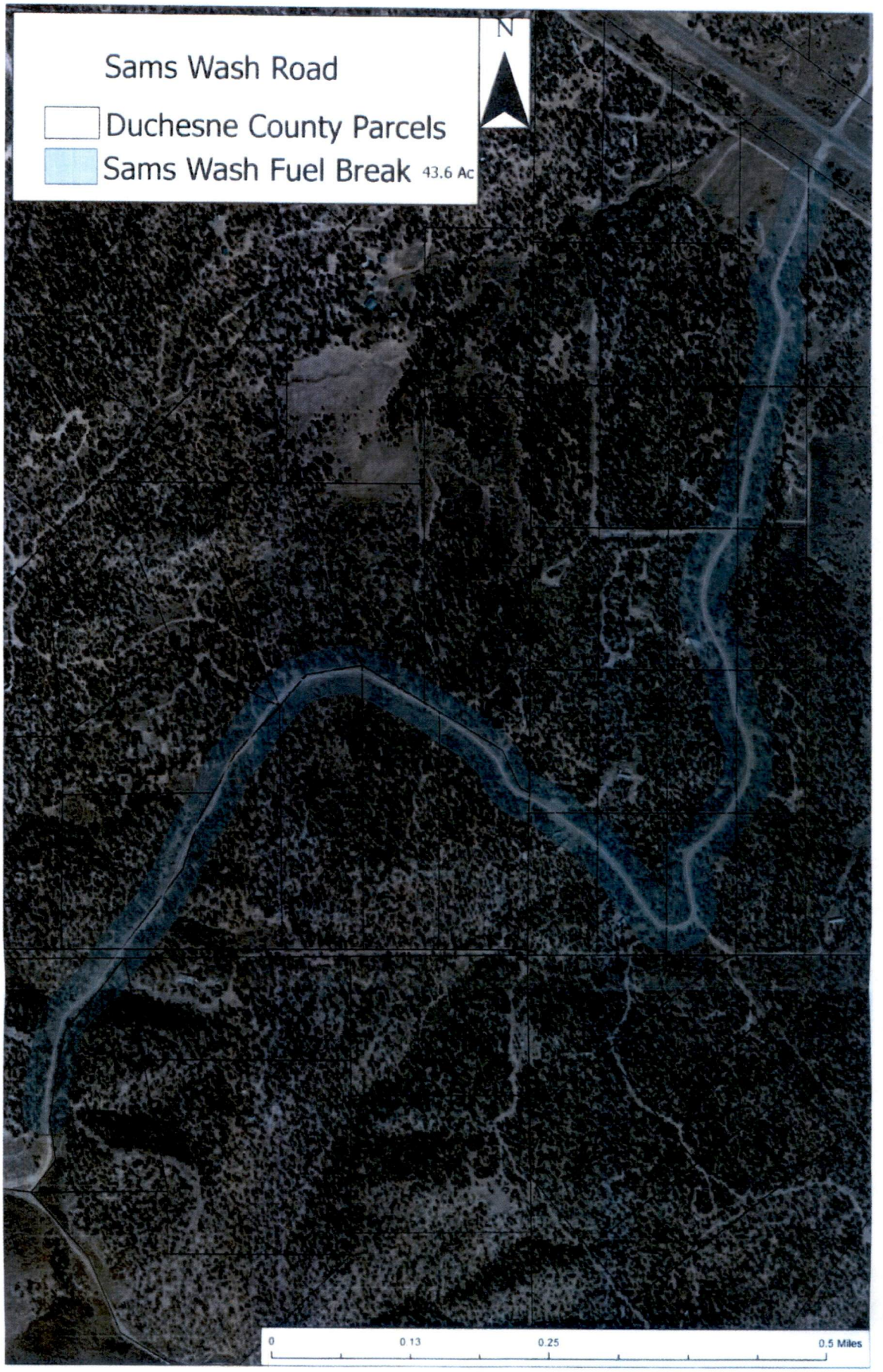
The Contractor, will notify Duchesne County of any fires and comply with all rules and regulations administered by the State of Utah or adjacent federal agency when applicable concerning the use, prevention and suppression of fires on state, private and federal lands including any restriction orders that may be in effect during this contract. The Contractor, will be held liable for the cost of suppression, stabilization and rehabilitation of fires or ignitions caused by operations. The contractor will:

- Operate all saws with an approved spark arrestor that is maintained and not modified on the project area.
- Carry shovels and fire extinguishers that are rated at a minimum as 2A: 1 OB:C-IO pound on all equipment, vehicles and at fueling areas for saws.
- Initiate fire suppression actions in the work area to prevent fire spread. If fire spreads beyond the capability of workers with the stipulated tools, all personnel will cease fire suppression action and leave the area immediately via pre-identified escape routes. Notify the local authorities (911) and the Vernal Fire Center at (435)789-7021 immediately of the location and status of any fire. Notify the project leader immediately of any incident.
- Shut down during red flag conditions.
- The State reserves the right to impose additional fire restrictions due to the severity of conditions.

P. Equipment and Workmanship:

All equipment and/or materials incorporated into the work covered by this contract shall be of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. All work under this contract shall be performed in a skillful and workmanlike manner. Work will progress in an orderly, systematic and workmanlike manner with all applicable safety

guidelines and contractual items followed and wildfire precautions taken. The County may require, in writing, that the contractor remove from the work any employee deemed by the county to be incompetent, careless, or otherwise objectionable.


Sams Wash Road
Duchesne County Parcels
Sams Wash Fuel Break 43.6 Ac
N
0
0.13
0.25
0.5 Miles