



REQUEST FOR PROPOSALS (RFP)

CONTRACTOR SERVICES INVITATION TO BID

Coal Creek Riparian Restoration Project

BID DUE: October 30, 2025.

Email: amberh@ironcountyut.gov or mail to

Iron County Noxious Weed Department

1302 W. Kitty Hawk Dr. Cedar City, UT 84721

Notification to successful bidder: November 3, 2025

Scope of Work

Lead Agency: Iron County Noxious Weed Department

Project Lead: Amber Hatch, Department Head

Project Acreage: 22 acres total; this scope covers only the designated map areas totaling approximately 3.5 acres.

Project Timeline: Start date **November 3, 2025**; completion date **February 1, 2026**

Introduction

The Iron County Noxious Weed Department, in coordination with local, state, and federal partners, is initiating the Coal Creek Riparian Restoration Project to improve riparian habitat conditions, reduce wildfire risk, and protect the watershed from the spread of invasive species. This work aligns with the goals of the Utah Department of Agriculture and Food's (UDAF)

Invasive Species Mitigation (ISM) Program, specifically addressing objectives in the Iron County Natural Resource Strategic Plan to support working lands, protect watershed health, and manage invasive species across land ownership boundaries.

This restoration project focuses on removing invasive woody and herbaceous species from the riparian corridor using mechanical and chemical methods. Herbicide application will follow strict label requirements, especially in aquatic-adjacent environments.

Method will include: The use of chainsaws, pruners, hand cutting all standing, live, or dead Russian olive and tamarisk; subsequently applying herbicide to cut stumps, safety gear and PPE requirements; the use of mechanized equipment with mastication attachment, and/or a chipper etc. will be required to: 1) hand-thin by sawing or pruning and cut into four foot lengths or less all standing, live, or dead Russian olive trees and tamarisk within the identified boundaries, 2) apply herbicide to stumps of Russian olive and tamarisk immediately after cutting the trees, 3) and piling all cut material at the top of the creek channel for the contractor to mechanically mulch or chip on-site.

SECTION 1 - CONTRACT REQUIREMENTS

SITE SPECIFICS:

Location and Description: Work under this contract will take place along designated areas of Coal Creek within Iron County, Utah. These locations are identified in the attached job map. Access is primarily via state roads and/or private land, with landowner permissions in place. This task order includes the Contractor to furnish labor, equipment, supervision, transportation, operating supplies and incidentals. The work location is shown on the attached Project and Reference Maps. The treatment boundaries have been flagged; however, the contractor is recommended to have a GPS or by using the PDF maps attached and the Avenza app available. The work location is shown on the site maps. **Access to the site:** The site is accessed by driving along SR14 on paved roads. On the project site: **Use of 2-wheel and 4-wheel Vehicles:** Vehicles shall only be permitted on existing dirt roads and within the project area. All-terrain vehicles are authorized in the project area and on existing roads only. Operations will cease when weather conditions result in saturated soils where rutting on existing roads may exceed 4 inches in depth or excessive soil damage is occurring within the project area.

SPECIFIC TASK:

Work Limits: Only areas shown on the Project Map will be treated. The project area has been flagged; however, it is recommended that the contractor utilize either GPS units or smartphone applications capable of utilizing PDFs to identify the work area. A GIS/GPS shapefile will be provided prior to work beginning.

ICNWD staff will identify unit boundaries for the work executed under the contract. The Contractor shall immediately begin work upon entering the project area. Cutting, herbicide application, piling, and mulching of slash shall be performed in an organized, systematic manner as determined in the pre-work conference.

Work areas shall be identified on maps and identified with orange flagging and/or verbally discussed with the Contractor.

Treatment Description Specifications:

Mechanical Treatments

- All live or dead **Russian olive** and **tamarisk** within marked treatment areas shall be cut flush to the ground (<1" above soil).
 - Trees will be bucked into sections ≤ 4 ft and **manually piled**, minimum 30 ft from streambanks.
 - No slash piles may be built on stumps or in staging areas.
1. Completely cut and remove all standing live and/or dead Russian Olive and tamarisk plants within flagged areas; all live limbs are to be completely severed from stump.
 2. Plant species other than those identified for treatment are to be avoided and damage minimized to the extent possible when removing the target species.

3. When hand felling trees the stumps will be cut as close to the ground as safely possible. That means within 1 inch of the soil or closer. Stumps will be cut flat and parallel to the surface with no sharp angles.
4. Stumps of cut plants are to be brushed of any debris or dirt and IMMEDIATELY sprayed with supplied herbicide. Stumps must be sprayed within 10 minutes of cutting. Herbicide will be sprayed on the cambium layer of the cut stump, as well as down the sides of the stump. If a tree is multi-stemmed each stump must be completely sprayed, even if the stumps have grown together.
5. Slash piles must not be within 30 feet of the stream, staging areas, and adjacent piles.
6. Never place slash piles on top of stumps.
7. Soil and ground disturbance will be minimized, the ground will need to be contoured, tracks smoothed out, and berms knocked down where machinery has been used.

Herbicide Treatments

- **Cut-stump treatment:** All stumps must be brushed clean and treated with **aquatic-labeled herbicide** within **10 minutes** of cutting.
- Herbicide will be applied to the **cambium layer and down the outer bark** of the stump. All stems must be treated individually.
- Re-treatment is required if rain or snow falls within **2 hours** of application.
- Herbicide and application methods must comply with label guidelines and UDAF's best practices for riparian areas.

Note: Only aquatic-approved herbicide and surfactants will be used. Recordkeeping of product used, location, and weather conditions will be maintained by the applicator and submitted to the County Weed Department.

8. If it rains or snows within two hours of spraying, stumps will need to be re-treated.

9. The contractor will keep track of the amount of herbicide used each day and the number of acres treated each day. The contractor will keep written records and provide written records to the project administrator.

The Contractor shall immediately upon entering the project area, begin work, locate control points, section corners, and take such action to prevent their destruction.

Cutting shall be performed in an organized systematic manner as determined in the pre-work conference.

Equipment and Logistics

Contractor-Furnished

- Chainsaws or pruners suitable for cutting tamarisk and Russian olive
- Herbicide applicators (e.g., backpack sprayers)
- GPS units or Avenza-enabled devices to follow project shapefiles
- Vehicles and equipment in good condition and **free of invasive plant parts**

Equipment Requirements: Fully operational chainsaws or handsaws shall be furnished by the Contractor on a fully-operational basis, with a competent, fully qualified sawyer and shall meet the following specifications:

1. Be capable of cutting standing live and/or dead Russian olive and tamarisk.
2. Contractor must supply sufficient herbicide applicators to immediately treat stumps of cut vegetation.
3. Equipment shall be free of fluid leaks and be in good operating condition.

4. Equipment shall be washed before entering the project treatment area, and all soil and plant parts shall be removed to prevent the spread of noxious weeds in and out of the project area.

Partner-Furnished

- Herbicide products provided by the **Iron County Noxious Weed Department**

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. The State may require, in writing, that the contractor remove from the work any employee deemed by the State to be incompetent, careless, or otherwise objectionable.

Surface Disturbance: Public or private access roads damaged by the Contractor shall be restored at the Contractor's expense to the same condition they were in at the commencement of work. Equipment and vehicles must not be operated or driven outside of identified roads or trails.

Prohibited Items

- No work camps permitted
- No on-site herbicide storage
- No staging within 100 meters of Coal Creek

Environmental Considerations and Safety Standards

- All waste, slash, and packaging will be removed or staged in accordance with local and state law.
- All equipment must be cleaned prior to entering the site to reduce the risk of introducing weed seeds or pathogens.

- Refueling and maintenance are **not allowed** within 100 meters of the stream.
 - Personal Protective Equipment (PPE) must be worn during all cutting and spraying activities.
 - Cultural resources, including historic artifacts or features, must be reported immediately if encountered.
1. Project sites shall be cleaned up, and all refuse removed by the Contractor at the conclusion of treatment.
 2. The Contractor shall be responsible for disposal of all materials in a manner consistent with State, Federal, and local laws and for all expenses incurred with disposal.
 3. Public or private access roads damaged by the Contractor shall be restored at the Contractors expense to the same condition they were in at the commencement of work.
 4. Range improvements such as exclosures, fences, cattle guards, culverts, etc. damaged by the Contractor shall also be restored at the Contractors expense to the same condition they were in at the commencement of work.
 5. Staging areas for Contractor vehicles and equipment shall be designated. No staging shall be allowed within 100 meters of the stream. Circled in black on map.

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, Material Safety Data Sheets (MSDS) on hand and use of necessary Personal Protective Clothing (PPE). Refueling of chainsaws, lubricating of blades, or other maintenance-type activities using such materials shall not occur within 100 meters of the stream.
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 soils. Any incidental spills contaminating the river/creeks would be reported immediately to the Iron County Noxious Weed Department.
3. Incidental (de minimus) leaks from fittings, gaskets or ruptured hoses will not subject the contractor to remedial requirements. They will be considered to be normal and unavoidable losses. Continual leaks will be noted on inspection reports and correction through maintenance required.

4. Maintenance of and repairs to vehicles associated with the Contractor will not be conducted on-site. Emergency repair operations of Contractor equipment that require draining of engines or hydraulic systems may be conducted on site only if there are no other options. If emergency repairs are required fluids will be captured, containerized, and removed from public lands for proper disposal in accordance with local, state, and federal regulations. All emergency repair operations will be conducted at a minimum of 100 meters from the riparian area. Inadvertent spills of petroleum-based or other toxic materials shall be cleaned up and removed immediately.

Supervision and Communication

- One English-speaking supervisor must be present on-site at all times.
- Contractor will participate in a **pre-work meeting** with the Iron County Weed Department to confirm timelines, maps, and responsibilities.
- **No workers may operate alone**; all crews must have emergency communication and transportation available.

SECURITY OF EQUIPMENT AND PROPERTY:

The Contractor may leave equipment at the work site; however, the Contractor shall be solely responsible for the protection of the equipment and is solely responsible if the equipment is lost, stolen, or damaged.

CREW SUPERVISION:

1. 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 ICNWD at least 24 hours prior to the change taking effect.
2. Person designated by the Contractor as a supervisor must remain with and effectively direct the crew (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 at all times. Crew members shall not be allowed to work alone.

Monitoring and Reporting

- Daily tracking of herbicide usage and acres treated is required.
- Iron County Noxious Weed Department staff will inspect the site regularly during operations.
- Final inspection is required before payment can be issued.
- Contractor shall notify the County at least 3 days prior to expected completion.

Performance Timeframe

- **Start Date:** November 3, 2025
- **End Date:** February 1, 2026
- Work must be completed within the agreed timeframe unless delayed by weather or other uncontrollable circumstances.

WORK HOURS:

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. Work may be done on Saturday, Sunday, and legal national holidays as mutually agreed between the Contractor and the Project Manager.

WORK SCHEDULE:

The work schedule shall be submitted at the pre-work conference.

DELAYS:

The contractor is expected to complete all contract performance in a timely manner, regardless of the contractor or subcontractor's other work load, including any work being performed under

other state contracts. A delay or failure to perform may be considered excusable when the delay or failure arises from causes beyond the control and without the fault or negligence of the Contractor or subcontractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the State 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 the Contractor or subcontractor.

Upon request of the Contractor, the Contracting Officer 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 State's contract termination rights under the contract.

Note: "Unusually severe weather" means weather that is outside the normal weather patterns for a specific area at a specific time of the year. For example, strong wind and snow storms in fall and winter, or strong wind, rain or hail storms in spring and summer are not considered unusually severe. An unusually severe snow, wind or rain storm is one that is worse than even the harshest normal conditions during a season.

PROJECT MEETINGS:

Pre-work Conference:

1. **Location:** Meetings shall be held at the project site, or as determined by the Project Manager.
2. **Notification:** A **pre-work conference** will be held prior to the start of work. The Contractor will be notified in advance of the meeting time, date and place. The purpose will be to review required work, project drawings and specifications, construction schedules, and administrative provisions of the contract.
3. **Attendance:** The Contractor, subcontractors, and the persons responsible for coordination of the work shall be present at the meeting.
4. **Presentation:** The Contractor shall be prepared to summarize and explain procedures planned for each project and present the work schedule requested in the specifications.

Progress Meetings:

1. **Location:** Meetings shall be held at the project site, or as determined by the Project Manager.
2. **Notification:** Meetings may be called by either the Project Manager or the Contractor. Request shall state who should attend.

FIRE DANGER SEASON:

If the Project Manager allows the Contractor to continue work during the periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the Project Manager

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 Government. The Government 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.

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 Contractor's operations. Contractor shall immediately notify the Government if disturbance occurs to any known site, and shall immediately halt operations in the vicinity of the site until the Government authorizes the Contractor to proceed. Contractor shall bear costs of evaluation and restoration in accordance with 36 CFR 296.14(c), provided that such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

NOTICE TO PROCEED:

Unless notified by the **project manager** that notice-to-proceed will be delayed, receipt of the contract or purchase order by email shall constitute Notice to Proceed. The Project Manager

may issue a separate delayed notice-to-proceed for any reason including adverse soil, vegetative, climatologic or other environmental conditions.

CONTRACT PERFORMANCE:

The Contractor shall begin work within seven (7) calendar days from the effective date of the notice to proceed. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control identified in the Delays clause. While an extended performance window is provided in this statement of work, this extended window is designed for contractor who may have multiple contracts to complete for the State of Utah at the same time as this contract. The extended performance window is not to be construed as a full performance time window just for this project unless approved in advance in writing by the State's project manager. Once the contractor is on site working, the contractor shall work diligently and complete all work within the project performance time in the Contract Time clause below.

CONTRACT TIME:

INSPECTION:

Surveillance Plan: The ICNWD will inspect completed acres and provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to ensure 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 the Project Manager at least three (3) working days before the completion date so the Government can schedule the final inspection.
3. **Deficiencies:** The Contractor shall correct deficiencies, and project areas will be re-inspected by the Project Manager.

ACCEPTANCE:

Based on inspection results, if the quality level falls below contract specifications, the Project Manager will immediately notify the Contractor in writing and instruct the Contractor to improve the quality of work. If the quality of the work is not raised to an acceptable level after written notification, the Project Manager may issue a suspend work order to resolve the problem, during which time contract time will continue to run.

PAYMENT:

One lump-sum final payment will be made for the actual number of acres completed following a final inspection of the completed project and consistent with the payment clause in the State's standard terms and conditions. Requests for partial payments will not be considered.

It is the contractor's sole responsibility to complete contract performance regardless of contractor's current workload, including other state contracts. If necessary, the contractor will be expected to take whatever means are necessary to ensure timely contract performance. At the discretion of the contractor, this may include sub-contracting, additional equipment/manpower and/or any other necessary action. Any necessary action taken by the contractor to ensure timely completion shall be at no additional expense to Iron County beyond the original contract price.

SECTION II – MAPS, DRAWINGS AND OTHER INFORMATION

DOCUMENTS INCORPORATED BY REFERENCE:

All maps, pictures, drawings and other documents/information provided or otherwise referenced in section one of this contract are hereby incorporated by reference in the final contract document. Job project highlighted in yellow. Staging area highlighted in black.

9/3/2025

