



ADDENDA NO. 1

This addenda consists of 8 pages + Attachments

TO: All Proposal Packet Holders

FROM: City of Kenai Public Works Department

DATE: November 23, 2022

SUBJECT: Invitation to Bid – 2022 Community Wildfire Protection Plan Mitigation

DUE DATE: ******Revised to December 6, 2022, by no later than 2:00 PM***

Bidders must acknowledge receipt of this Addendum in the appropriate place on the Bid Form. Failure to do so may result in the disqualification or rejection of the bid.

Note: Information in this addendum takes precedence over original information. All other provisions of the document remain unchanged.

A. Plan Holder Questions

01-01 Plan Holder Question

How does the City of Kenai define decking?

Response: Stacking of limbed logs laying the same direction. Height of decks should be kept to under 6' if possible. Due to the limited areas for decking, additional height may be allowed upon mutual agreement with the City.

01-02 Plan Holder Question

How does the City of Kenai define a dead or dying deciduous tree?

Response: Obvious signs of rot, multiple conks, and non-leaf bearing during summer months on greater than 50% of tree.

01-03 Plan Holder Question

To the awardee, will the City of Kenai provide geospatial project area maps?

Response: No.

01-04 Plan Holder Question

What permissions will the City of Kenai grant to bidder to stage in neighborhoods, unnamed roads, and parks for safe staging and access along the project areas?

Response: Staging may be limited in certain sections of the project. Awardees will be permitted to stage equipment on City property with efforts intended to minimize damages to the landscape. Contractor is responsible for their equipment in all areas, the City will not be responsible for theft, vandalism, acts of nature, on Contractor's equipment.

01-05 Plan Holder Question

Please provide additional guidance to thin young, dense, less than 12' in height living spruce stands along the Shqui Tsantu Creek Trail and other locations of similar density within the project area.

Response: Thinning of young dense treed locations shall include leaving the healthiest straightest appearing trees with removal of all others within a 10' radius to allow space for growth. This is subjective as determined by the Contractor. The intent is to encourage new growth for repopulation of affected areas.

01-06 Plan Holder Question

For private properties adjacent to the project areas, will the City of Kenai require implementation of fire wise standards?

Response: No. Scope of this Work does not deal with private property.

01-07 Plan Holder Question

What is the minimum height of a tree to raise its crown?

Response: Question unclear.

01-08 Plan Holder Question

Does the City of Kenai have a preference or requirement for using biodegradable products or not?

Response: No preference or requirement.

01-09 Plan Holder Question

By when will ADF&G survey and mark the area to define the clearing boundaries for the anadromous stream?

Response: Fish & Game will issue the permit and the City's representative will mark the boundaries. This is not anticipated to be complete until after bid day.

01-10 Plan Holder Question

Do the two grants totaling \$770,000 compose the proposed budget for this project?

Response: No. The total funding available to the City does not correlate to a specific project estimate for this piece of Work.

01-11 Plan Holder Question

Steep areas where it is stated lop and scatter, what are the size requirements for lopping logs (bucking)?

Response: Lopping of limbs to be scattered shall be small enough to remain less than 18" in pile height. Log lengths may be any length that allows for logs to be in full contact with the ground to assist with decomposition.

01-12 Plan Holder Question

If a chipper is utilized must the chips be hauled off site or spread out? If so, are there pile size or scattering requirements?

Response: Contractors choice of hauling or spreading out, however pile heights cannot exceed 12". Large piles of chips run the risk of combusting as they decompose.

01-13 Plan Holder Question

Can brush be chipped on site during the non-cutting months of May through June?

Response: Yes.

01-14 Plan Holder Question

Kenai gully CWPP south; hand falling only and full haul off. Can equipment be used in the municipal park zone?

Response: Yes. With coordination to close the park during this period.

01-15 Plan Holder Question

All green spruce trees 8" and greater 5' off the ground are to be felled as well in all zones?

Response: Yes.

01-16 Plan Holder Question

What is the riparian buffer zone around the wetland area? 75' from the water?

Response: This information will be provided within the permit from ADF&G, and is not available at this time. For bidding purposes contractor shall assume work area extends to edge of marsh / wetlands. In the event ADF&G requests that buffer zone extends some distance up into the woodland area, a credit will be negotiated with the successful bidder.

01-17 Plan Holder Question

At what point will the trees be identified and marked that are desired to be limbed up to 8' and or thinned that are less than 8"?

Response: Contractor will be responsible for complying with the scope of Work, the City will not be marking individual trees for removal.

01-18 Plan Holder Question

Will all zone borders be clearly marked and flagged to identify where felling-cutting will start and stop? If so, at what point will marking be completed? Especially where the zones are next to private property.

Response: Yes. The City will have a surveyor flag property lines prior to contractor starting mitigation work. The City will confirm schedule with the

successful bidder to determine the best time for the markers to be placed. They will not be available during the bid phase.

01-19 Plan Holder Question

In areas where complete haul off is required; If trees are hauled off site whole with limbs still intact are they still required to be limbed once off site?

Response: As long as contractor can safely and legally transport them to the slash site, the City has no requirement for additional limbing once slash has arrived at the disposal site.

01-20 Plan Holder Question

If slash is hauled and deposited at the city's slash disposable site, who is responsible for or burning?

Response: The City will be responsible.

01-21 Plan Holder Question

Can Zones Kenai Gully CWPP-4-5, Kenai Gully CWPP-North, Kenai Gully CWPP – Mid, Kenai Gully CWPP- south be awarded as individual contracts to multiple contractors instead of one whole project contract?

Response: No. One successful bidder will be responsible for the complete project. The successful bidder may subcontract services to complete the project, however they must abide by the subcontractor requirements stated in in Federal & State Grant Guidelines.

01-22 Plan Holder Question

Is there a time schedule for taking draws?

Response: Progress payments will be processed monthly, based on a percentage of work completion for each tract.

01-23 Plan Holder Question

Where will the logs to be removed under this contract be decked? Within each individual unit? Or somewhere off site? Is there a limit to the size of any one deck?

Response: Logs to be removed shall be moved to the City's disposal site at mile 13 of the Kenai Spur Highway. See response to question 01-01.

01-24 Plan Holder Question

Can slash noted to be lop and scatter be mulched with a hydro-axe or a skid steer mounted mulcher and left in place?

Response: Yes.

01-25 Plan Holder Question

You say that the Contractor will be required to abide by the provisions of the grants funding this work. Can you provide copies of these two grants?

Response: The ITB included the Federal Grant in the supplemental conditions. The State Grant is through a Memorandum of Understanding (MOU) attached to this addenda.

01-26 Plan Holder Question

The project maps do not show the exact boundaries of each of the four mitigation areas. Will the City of Kenai mark all exterior boundaries of each mitigation area? And will the City of Kenai mark the boundary of all private property immediately adjacent to each mitigation area?

Response: Yes.

01-27 Plan Holder Question

Does the City of Kenai have a preference of which of these mitigation areas is to be treated first? Or will the sequence of treatment be left to the Contractor?

Response: Contractor preference.

01-28 Plan Holder Question

Does the City of Kenai have any limitations on hours of work? And restrictions on the number of days per week that work may take place?

Response: Due to the limited time for cutting and removing there will be no limitation on days per week. Hours of operation should be between 0700-1900.

01-29 Plan Holder Question

Is a SWPPP required for this project?

Response: No.

01-30 Plan Holder Question

If the Contractor elects to use the City of Kenai slash disposal site, who is responsible for the burning of the slash? The Contractor or the City of Kenai?

Response: see response to 01-20.

01-31 Plan Holder Question

How often can we submit a Progress Estimate for payment?

Response: see response to 01-22.

01-32 Plan Holder Question

Can you make a copy of the Plan Holder's List available?

Response: Yes.

01-33 Plan Holder Question

Are there any anadromous streams within the boundaries of any of the four areas identified for mitigation? If so, do you have any ADF&G permits that may be required? And, if not, can you get us copies of any provisions required within the permit for which the Contractor would be responsible?

Response: Yes. The City is applying for permits now and they will be provided to the successful bidder. Permits will not be available during the bid phase.

01-34 Plan Holder Question

How did the City of Kenai calculate the total area of 148 acres with approximately 105 acres within the project area for mitigation efforts? Was this done by a registered land surveyor? And how will the mitigation areas be measured for payment?

Response: Acreage was determined from survey plats as can be found on the Borough's website at www.kpb.us using the parcel viewer. Areas are approximate and were not calculated by a surveyor. Payment shall be made based on a percentage of completion for each parcel.

01-35 Plan Holder Question

Do you have an engineer's estimate, cost range, or budget available for this solicitation?

Response: The City does not provide this information pre-bid.

01-36 General

The Bids Due Date is now changed to December 6th, 2022 no later than 2:00pm with this addenda.

End of Addenda 1

| Company Name | Contact Name | Phone Number | Email |
|-------------------------------------|-------------------------------------|-----------------------------------|--|
| Kauffman Enterprises | Trevor Kauffman | 907-690-0882 | treehappyalaska@gmail.com |
| Willow Environmental | Christine Hendrickson | 907-575-4184 | |
| H Construction | Naomi Dobson | | office@hconstruction.com |
| Turnagain Tree Care | Josh Hendrickson Brandon Hoffman | | Turnagain Tree Care <turnagaintreecare@gmail.com> |
| Alaska Timberjack Service | Ben Clare | 907-598-4210 | Benjamin Clare <ben.clare31@gmail.com> |
| D & L Construction Co., Inc. | Larry Smith | 907-262-6160 Cell 907-398-4284 | Larry Smith <dlconst.smith@gmail.com> |
| Doug Koch Professional Tree Service | Doug Koch | 907-398-8733 | aktreepro@gmail.com |
| Seattle Daily Journal of Commerce | Laura Heberlein | | laura.heberlein@djc.com |

Plan Holder List 2022 Community Wildfire Mitigation ITB

MEMORANDUM OF AGREEMENT

BETWEEN

DEPARTMENT OF NATURAL RESOURCES, Division of Forestry and Fire Protection

AND

THE CITY OF KENAI

TO SUPPORT URBAN INTERFACE MITIGATION OF HAZARD FUELS ON CITY PROPERTIES (FOREST DRIVE)

ARTICLE 1: PARTIES

The parties of this Agreement are the State of Alaska, Department of Natural Resources, (DNR) Division of Forestry and Fire Protection (DOF) and the City of Kenai.

ARTICLE 2: AUTHORITY and GENERAL INTENT

AUTHORITIES: Pursuant to AS 41.15.055(e), the State Forester can enter into cooperative agreements as specified under that chapter to complete tasks identified in this document. The City of Kenai is a “government agency” that the State Forester can enter into a/this cooperative agreement with.

ARTICLE 3: PROJECT SCOPE AND RESPONSIBILITIES

PURPOSE: The City of Kenai is to remove dead spruce trees that have been affected by spruce bark beetles on parcels identified in the Community Wildfire Protection Plan (CWPP) and the project proposal submitted to the Division of Forestry and Fire Protection Fuels Program. This scope of work covers the 105 acres described in detail below. Hazard fuel reduction and disposal can take place via hand or mechanical means, by City employees or workers contracted by the City, to the site prescription identified below.

THE ALASKA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY AND FIRE PROTECTION WILL:

1. Provide financial compensation for the entire duration of this Agreement, total funding not to exceed \$385,000.00.

4.B – FINANCIAL TERMS

1. DOF will reimburse the City of Kenai for the wages of personnel who assist with the prescribed hazardous fuels treatment, including for personnel to manage and secure the project sites.
2. DOF will reimburse the City of Kenai for contractor expenses incurred in relation to the fuels treatment project.
3. DOF will reimburse for the City of Kenai for equipment expenses incurred in relation to the fuel treatment projects.

4.C – BILLING PROCESS

1. Request for payment shall be submitted on City of Kenai letterhead. Requests shall have verification backup information attached linking to the scope of work outlined in Article 3.

Point of Contact for all pay items: Diane Campbell, State of Alaska, Division of Forestry and Fire Protection, 42499 Sterling Highway, Soldotna, AK, 99669, or electronically at diane.campbell@alaska.gov

4.D – REPORTING

The City of Kenai will provide quarterly reports and a final project report to the Division of Forestry. Quarterly reports will include information on estimated acres treated, personnel assigned to the project site(s), contractors used, photos that help illustrate the quarterly accomplishments, along with other pertinent information. DOF may use any photos in other reports and/or social media. A final report is due by December 31, 2024

execute the same on behalf of their respective organizations. No oral statement by any person shall be interpreted as amending or otherwise affecting the terms of this Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendment.

This Agreement includes renewal options, to be exercised solely at the discretion of The Division of Forestry and Fire Protection. Renewal periods will not extend past one calendar year. If a renewal option is not exercised by DOF, the Agreement shall be considered expired on the expiration date noted in Article 6 and does not require notification of such by DOF. All exercised renewal options shall be executed via written amendment to the Agreement.

ARTICLE 8. TERMINATION

Either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty days prior written notice of termination. The party initiating the written notice of termination will not incur any liability or obligation to the terminated party, other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date. The party receiving the written notice of termination will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be established based on payments issued prior to termination and, as appropriate, a refund or bill will be issued.

ARTICLE 9: DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final.

ARTICLE 16: ENTIRE AGREEMENT

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency.

| | | | |
|----------------|------|--|-----------|
| Diane Campbell | |  | 8/29/2022 |
| Printed Name | Date | Signature | Date |

Kenai-Kodiak Area Forester, Division of Forestry - Point of Contact

| | | | |
|----------------|------|--|-----------|
| Paul Ostrander | |  | 8/29/2022 |
| Printed Name | Date | Signature | Date |

City of Kenai Signatory/Point of Contact

| | | | |
|--------------|------|-----------|------|
| Printed Name | Date | Signature | Date |
|--------------|------|-----------|------|

Deputy Director, Division of Forestry

| | | | |
|------------------|------|-----------|------|
| Michael Burkhead | | | |
| Printed Name | Date | Signature | Date |

Procurement Specialist III, Division of Forestry