

Cayuga Lake Watershed Hydrilla Project

BID FORM

DATE: 5/3/2016

PROJECT TITLE: Cayuga Lake Watershed Hydrilla Project

TO: Tompkins County Soil & Water Conservation District
 170 Bostwick Road
 Ithaca, NY 14850

In compliance with your "Advertisement for Bids" and the supplemental information attached thereto, the undersigned bidder agrees to supply all labor, materials and equipment to complete this Project in accordance with all materials provided in the Bid packet and any local, state or federal regulations and permits.

<p>1) PRE-herbicide Treatment Sediment Core Sampling (Cayuga Inlet & Fall Creek): Mobilization/Transport: \$ <u>250</u> Cost Per Sample: \$ <u>10</u> Cost Estimate (Total): \$ <u>10,650</u></p>
<p>2) POST-herbicide Treatment Sediment Core Sampling (Cayuga Inlet & Fall Creek): Mobilization/Transport: \$ <u>250</u> Cost Per Sample: \$ <u>10</u> Cost Estimate (Total): \$ <u>10,650</u></p>
<p>3) ZONE 1: PRE-Herbicide Rake-Toss Sampling (Cayuga Inlet): Mobilization/Transport: \$ <u>2</u> Cost Per Sample: \$ <u>40</u> Cost Estimate (Total): \$ <u>8610</u></p>
<p>4) ZONE 2: PRE-Herbicide Rake-Toss Sampling (Fall Creek): Mobilization/Transport: \$ <u>2</u> Cost Per Sample: \$ <u>40</u> Cost Estimate (Total): \$ <u>6132</u></p>
<p>5) ZONE 3: Regular Rake-Toss Sampling (Cayuga Lake): Mobilization/Transport: \$ <u>2</u> Cost Per Sample: \$ <u>40</u> Cost Estimate (Total): \$ <u>96,264</u></p> <p style="text-align: right;"><i>1536 locations in 25m x 25m 756 locations in rest of lake @ 50m x 50m</i></p>
<p>6) ZONE 1: POST-Herbicide Rake-Toss Sampling (Cayuga Inlet): Mobilization/Transport: \$ <u>2</u></p>

Cost Per Sample: \$ <u>40</u>
Cost Estimate (Total): \$ <u>9870</u>
7) ZONE 2: POST-Herbicide Rake-Toss Sampling (Fall Creek):
Mobilization/Transport: \$ <u>2</u>
Cost Per Sample: \$ <u>40</u>
Cost Estimate (Total): \$ <u>6130</u>
8) PRE-Treatment Turbidity Curtain Installation (Fall Creek):
Mobilization/Transport: \$ <u>1000</u>
Installation Costs: \$ <u>4000</u>
<i>Repairs + Installing Steel Posts where needed</i>
Cost Estimate (Total): \$ <u>5000</u>
9) Hydrilla Physical Removal & Benthic Mat Installation (Sothern Cayuga Lake Hydrilla Patch):
Mobilization/Transport: \$ <u>2500</u>
Physical Removal Costs: \$ <u>2000</u>
Installation Costs (per Mat): \$ <u>200</u>
<i>(Monitor every two weeks for season) i:5 found i:5 found (~ 4 mats needed)</i>
Cost Estimate (Total): \$ <u>5300</u>
10) Supervisory Coordination & Annual Plant Community Report:
Cost Estimate: \$ <u>10,000</u>
Total Costs for ALL 2016 Activities (1 – 10):
Estimate: \$ <u>168,606</u>

CONTINGENCY: Physical Removal & Benthic Mat Installation (as needed in southern Cayuga Lake, Cayuga Inlet, and Fall Creek)

9*) CONTINGENCY: Hydrilla Physical Removal & Benthic Mat Installation (Sothern Cayuga Lake, Cayuga Inlet, and/or Fall Creek):
Mobilization/Transport: \$ <u>500</u>
Physical Removal Costs: \$ <u>2000</u>
Installation Costs (per Mat): \$ <u>200</u>
<i>(~ 4 mats)</i>
Cost Estimate (Total): \$ <u>3800</u>

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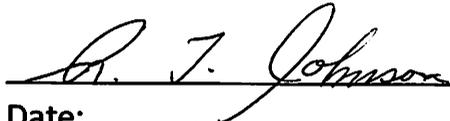
ADDENDA

Acknowledgement is made of the following Addenda:

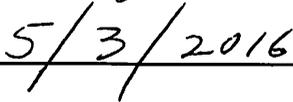
ATTACHMENTS TO THIS BID

- Certificate of No Collusion
- Certification of Equal Employment Opportunity
- References 1 – 5: 2016 Monitoring & Sampling Maps
- Reference B: Monitoring/Sampling Protocols

Contractor Signature:



Date:



CERTIFICATE OF NO COLLUSION

A.)
By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

B.)
Any bid hereafter made to any public authority or to any official of any public authority created by the state or any political subdivision, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

The forgoing is affirmed as true under penalty of perjury.

Robert L. Johnson
Contractor's Name
R. J. Johnson
Contractor's Signature
5/3/2016
Date

Corporate Seal

Equal Employment Opportunity

During the performance of this contract, (the contractor) hereby agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed, ethnicity, Vietnam-era veteran status, disabled veteran, marital status, disability, national origin, or status as an ex-offender. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.

(d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

(e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

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(f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: Racine-Johnson Aquatic Ecologists
By: B. J. Johnson
Date: 5/3/2016
Title: Owner

Proposed Scope of Work and Cost Projection Justification

I, Robert L. Johnson owner of Racine-Johnson Aquatic Ecologists at 1185 Ellis Hollow Road, Ithaca, NY 14850 by responding to this Request for Bid for the 2016 Cayuga Lake Watershed Hydrilla Project (Ithaca NY) agree to the following if my proposal is accepted and contract awarded:

Provide all insurances required,

Abide by all applicable laws and regulations,

Will complete the proposed scope of work:

- 1) including all sampling of sediment to determine hydrilla densities by sediment coring and plant monitoring by rake-toss as outlined in A. 1 through A. 7,
- 2) repair, install and remove turbidity curtains described in A 8,
- 3) monitor and be prepared to remove hydrilla, install benthic mats as needed at the hydrilla patch found in 2015 adjacent to the Cornell Sailing Center in 2015 A 9,
- 4) if necessary remove hydrilla and place benthic barriers where required on any other hydrilla growing after discussion with the LHTF A 9,
- 5) and provide and complete the tasks of Supervisory Coordination under A. 10.

Monitor and Sample by following the outlined protocols in this Request for Bid under Monitoring and Sampling Protocols: 1. Hydrilla and Plant Community Monitoring and 2. Hydrilla Tuber Monitoring.

I have outlined below my costs from which I made my bid cost estimates for this proposal. I established the required time to complete a task and the cost per unit on many years of experience sampling lake plants and sediment throughout New York State and recently on this project.

For sediment sampling and processing for hydrilla tuber density determination I center my estimate on the thousands of sediment cores Racine-Johnson has sampled and processed in support of the Cayuga Lake Watershed Hydrilla Project from 2012 – 2015. Our sampling requires 0.6 of a person-hour to collect and process one sediment core at an average cost of \$15.14 for each core collected. I am using a labor charge per person of \$25 per hour (employee wage, employer taxes, and insurances). My bid submitted is \$10 per core sampled and processed.

I have increased the number of cores to do from “at least 88/location” to 208/location due to the extreme importance this sampling has on determining the success of the management strategies and helping to inform future decision making processes. I make this decision to maintain 208 cores per location on the sampling power and statistical significance needed to calculate accurately the decrease in tuber densities as the project has progressed. By maintaining 208 cores to collect at five locations in the spring and again in the fall of 2016 equals 2080 cores, down from the 3952 processed in 2015.

For plant sampling by the rake-toss method the costs are in a general range depending on the crew doing the sampling. I have four employees who may be sampling plants with extensive experience of more than 8 years each requiring a labor charge of \$30 (employee wage, employer taxes, and insurances). The most efficient crew size is 5 and they can process two rake tosses at each location in 20 minutes (3 locations per hour). Therefore 5 people at \$25 to \$30 labor charge equals \$125 to \$150 per hour. The cost per location (two rake-tosses) is $\$125/3 - \$150/3$ equal to \$41.67 to \$50. My bid submitted is \$42 per location.

I have determined the number of rake-toss locations I am bidding on from the maps of the survey areas described in this proposed scope of work. I have calculated that the 237 acres in the 2016-Increased Plant Monitoring Zone Ref 4: 25mx25m will require 1,536 sample locations in the 237 acres. The additional 467 acres in the 50mx50m Hydrilla and Plant Community Monitoring Area for the rest of Cayuga Lake will require an additional 756 rake-toss locations. The total number of locations that should be sampled in Cayuga Lake and our bid for item 5 Regular Rake-Toss Sampling (Cayuga Lake) is 2,292 locations. I constructed our bid for the number of rake-toss locations for Fall Creek and the Inlet on the number we have historically sampled at those two locations, with 25m X 25m grid at Fall Creek.

I determined my cost for the installation of the turbidity curtain on our previous experience. Previous installations that required up to 200 person-hours for transport, maintenance, installation time, continued monitoring and repairs over the course of the season. Additionally there has been a cost of \$150 dollars for materials needed for installation and repairs (cable, steel posts, tools, hardware). Total costs equaled over \$5,150 per year when installed and maintained. I am estimating \$5,000 for 2016.

At the deep-water hydrilla location adjacent to the Cornell Sailing Center, I will likely need to spend about four hours every two weeks starting about June 1st setting up on location and searching for hydrilla growth. This will involve a minimum of two people and if divers needed in the water then more than two people in the boat. I will use cameras and viewing tubes to search the bottom. I estimate \$2500 for the season for this activity.

The Supervisory Coordination of \$10,000 is a charge for my time spent organizing, preparing and completing tasks connected to this specific project and totals several hundred hours for the year.

Robert L. Johnson 5/3/2016

Robert L. Johnson