

Coastal Bend Bays & Estuaries Program- Brazilian Peppertree Removal on Nueces County  
and UT Marine Science Institute Property

**Brazilian Peppertree Control  
on Nueces County/University of Texas  
Marine Science Institute Property**

**Proposal Solicitation**

**December 2019**

Coastal Bend Bays & Estuaries Program- Brazilian Peppertree Removal on Nueces County  
and UT Marine Science Institute Property

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## SECTION 1- SUMMARY

### 1.1. GENERAL

- A. The Project consists of the removal, abatement, and site clearing of invasive/non-native plant species for the:

**Coastal Bend Bays & Estuaries Program (CBBEP)**

**615 N. Upper Broadway, Ste 1200**

**Corpus Christi, Texas 78401**

**361-336-0304**

1. Project location:  
(Appendix A for maps.)
2. Property Owner: Nueces County and University of Texas Marine Science Institute (UTMSI).

### 1.2. SCOPE OF SERVICES

- A. Work includes but is not limited to: Removal of plant identified as Brazilian Peppertree (*Schinus terebinthifolius*).
- B. Monitoring the area for re-sprouting for a period of three to five (3-5) months following initial treatment (retreatment occurring once 3-5 months after initial treatment/removal). The goal is to eradicate all Brazilian peppertrees within the identified boundary.

### 1.3. PROJECT SCHEDULING REQUIREMENTS

- A. If awarded the contract, the undersigned further agrees to the following work schedule: A timeline or schedule for the initial treatment and retreatment for this project must be submitted within THIRTY (30) CALENDAR DAYS of the start date indicated in the Notice to Proceed.
- B. If awarded the contract, the undersigned agrees to schedule the following required project meetings:

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1. Pre-treatment Conference: The contractor shall schedule a pre-treatment conference with representatives from CBBEP, UTMSI and the Nueces County before starting treatment and removal. The meeting shall be conducted at the project site or another convenient location to review responsibilities, personnel assignments, tentative treatment schedule, monitoring, treatment, and removal procedures, minimal impact strategies, access, equipment methods, and other pertinent information.
2. Progress Meetings: The contractor shall schedule progress meetings before and after each treatment and retreatment to review items of significance that could affect progress.

C. Modifications of the Contract Time:

1. Requests for extension shall meet the following conditions:
  - a. Work could not have been done on any other portion of the Project without adverse consequences due to weather or other conditions.
  - b. Lost holidays or weekends will not be counted lost unless the workday preceding them is lost because of weather and the conditions continue onto the non-workdays.
2. If the work cannot be completed during the designated period due to inclement weather or circumstances beyond the Contractor's control, the Contractor shall make arrangements with CBBEP, to complete the remaining work in a manner that will cause the least interference with the CBBEP, Nueces County, or UTMSI operations.

1.4. PAYMENT PROCEDURES

A. CBBEP makes payments to vendors within 30 days of meeting all the following criteria:

1. The date CBBEP receives the goods under the contract.

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2. The date the performance of the service under the contract is completed.
  3. The date CBBEP receives an invoice for the goods or service.
- B. No payment made by CBBEP will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.

END OF SECTION

## SECTION 2– INVASIVE/NON-NATIVE PLANT CONTROL/REMOVAL

2.1. GENERAL DESCRIPTION OF AREA: The properties to be treated contain approximately 3.8 acres of large stands of Brazilian Peppertree within a combined 32-acre area. Along with all mature trees and stands, smaller tree/shrubs and saplings must also be treated. The properties are located on the University of Texas Marine Science Institute's campus and in I.B. Magee Beach Park (Nueces County).

- A. UTMSI: Area is mainly focused on trees located within the Wetlands Education Center, and an area of undeveloped land between Beach Street and Cotter Avenue.
- B. Nueces County Property: located along the backside of dunes in I.B. Magee Beach Park, and on undeveloped land between Cotter Ave. and Beach Street.

2.2. REMOVAL/TREATMENT METHODS: Below are the three methods approved for these properties:

- A. Cut Stump: This species can be controlled by cutting the trunk as low to the ground as possible. Within 5 minutes, a herbicide containing triclopyr should be applied to the thin layer of living tissue, called the cambium, which is just inside the bark of the stump.
  - 1. Chemical: Garlon 3A (or equivalent with approval).
  - 2. Disposal: Attempt to place cut trees and limbs in large piles when possible.
  - 3. Area approved for: All.
- B. Basal Bark: An application of tricopyr ester and penetrating oil applied to the outside of the bark between 1/2 and 3 feet from the ground.
  - 1. Chemical: Garlon 4 (or equivalent with approval).
  - 2. Area approved for: UTMSI and Nueces County property along Beach Street only.
  - 3. Least preferred method.

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- C. Foliar Application: Herbicide should be applied directly to the tree foliage and will be translocated throughout the tree. Coverage is essential and this method is only suitable for control of small seedlings (trees less than 3 feet in height).
1. Chemical: Glyphosate, triclopyr (Garlon 3A or Garlon\* 4), or equivalent with approval.
  2. Herbicide application cannot be completed when winds are over 10 mph- gusting winds allow for overspray, increasing likelihood of native plant impacts; high winds increase evaporation rates of herbicide, reducing treatments success.
  3. Area approved for: All.
- D. Additional Information: All herbicide applications must include a spray indicator dye (e.g. Hi-Light Blue Spray Indicator) and be mixed per product specimen label instructions for chosen application.
- 2.3. TREES: All identified invasive trees, saplings and seedlings located within the 3.8 acres delineated on the boundary maps must be treated. The contractor is responsible for selecting the most appropriate treatment described above for specific areas treated.
- 2.4. DEBRIS PILE: Branches and limbs do not need to be removed from the site but should be piled near the cutting site where they would decay.
- 2.5. DESIRABLE SPECIES: Numerous desirable trees exist within the boundary area (e.g. Mesquite, Hercules-club, Lime Prickly Ash, Huisache, etc.) and care should be taken to avoid damage to these trees during initial clearing and to avoid herbicide drift to non-target native plants during retreatment.
- 2.6. SITE ACCESS
- A. Vehicles and equipment are allowed along paved roads and pathways. Care should be taken to minimize impacts to habitats off these paved areas. Ruts and soil disturbance caused by vehicle usage shall be mitigated by the contractor.
  - B. Dune habitat is extremely delicate and vulnerable. Care must be taken that minimal disturbance is achieved.
  - C. All vehicle access is restricted from being on or accessing any portion of the wetland areas. All isolated Brazilian Peppertree requiring treatment and traversing sand/mud flats, or wetlands shall be accessed by foot only.

END OF SECTION

### **SECTION 3 – MONITORING AND RETREATMENT**

3.1. Monitoring and one retreatment are required. Retreatment should occur no earlier than three (3) months, but no longer than five (5) months following the initial treatment.

- A. Prior to retreatment, the Contractor will contact the CBBEP Project Manager with proposed work schedule and treatment method description and determine whether there are any specific target locations.
- B. Records from each inspection/treatment event shall be provided to the CBBEP Project Manager within ten (10) days after event. Records will include a map outlining the area where work occurred, description of applied treatment methods, a copy of the pesticide applicator record (if applicable) and summary of hours worked and accomplishments.
- C. Following initial removal or treatment, re-sprouting Brazilian peppertrees and new seedlings shall be treated with an approved, appropriate method from those listed below:
  - 1. Foliar Application: See method description above.
  - 2. Cut Stump: See method description above.
  - 3. Basal Bark: See method description above.
  - 4. New seedlings can be pulled directly from the ground without the use of herbicide during retreatments. However, new sprouts from previously treated root systems should be treated with herbicide.
  - 5. Additional Information: All applications must include a spray indicator dye (e.g. Hi-Light Blue Spray Indicator) and be mixed per product specimen label instructions for chosen application.

END OF SECTION

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**SECTION 4 - BID SHEET**

**Bid Sheet for Brazilian Peppertree Control Nueces County/UTMSI Property**

This sheet must be filled out completely, either by ink or typewritten. Contractor may attach any supplemental information he/she feels is necessary.

Contractor: \_\_\_\_\_ Project No.: \_\_\_\_\_  
 Project Name: Brazilian Peppertree Control Nueces County/UTMSI Property  
 Contact Information: \_\_\_\_\_  
 Bid \_\_\_\_\_  
 Date: \_\_\_\_\_

BID QUANTITIES		Contractor Price
	Item Description	BID
1	Zone 1 Brazilian Peppertree Removal and Herbicide Application 2.3 Acres	\$
2	Zone 1 Retreatment - 1 EVENT	\$
<b>Zone 1 TOTAL</b>		\$
3	Zone 2 Brazilian Peppertree Removal and Herbicide Application 0.6 ACRES	\$
4	Zone 2 Retreatment - 1 EVENT	\$
<b>Zone 2 TOTAL</b>		\$
5	Zone 3 Brazilian Peppertree Removal and Herbicide Application 0.9 ACRES	\$
6	Zone 3 Retreatment - 1 EVENT	\$
<b>Zone 3 TOTAL</b>		\$
<b>TOTAL BID</b>		

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

CBBEP reserves the right to award the work "Zone 1, Zone 2 and/or Zone 3" independently to the winning bidder based on fund availability. The winning bidder must certify the minimum insurance coverages (in the amount of \$1,000,000) and provide proof of insurance upon request by the CBBEP.

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**APPENDIX A: BOUNDARY MAPS FOR ZONE 1, 2, and 3**



Map showing Zone 1, Zone 2 and Zone 3.

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Zone 1 is outlined in yellow. The areas within Zone 1 to be treated are outlined in black.



Zone 2 is outlined in yellow. The areas within Zone 2 to be treated are outlined in black.

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Zone 3 is outlined in yellow. All Brazilian Peppertrees within Zone 3 are to be treated.

## APPENDIX B: EXAMPLE AGREEMENT

### AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between\_\_\_\_\_. ("CONTRACTOR") and **COASTAL BEND BAYS & ESTUARIES PROGRAM, INC.** ("CBBEP"), a non-profit corporation organized and existing under the laws of the State of Texas (individually "Party" and together ("Parties").

**Whereas**, CBBEP and CONTRACTOR desire to eradicate Brazilian peppertree in a 34 acre area within Nueces Co. the vicinity of Port Aransas.

**NOW THEREFORE**, CBBEP and CONTRACTOR, intending to be and being legally bound, do hereby agree as follows:

1. **CONTRACTOR OBLIGATIONS.** Begin work described in the attached Scope of work (Exhibit A) within 10 days of "notice to proceed" and complete work within the contract period.
2. **CBBEP PAYMENT.** CBBEP agrees to pay the Contractor for work completed as described in scope of work "Exhibit A"
3. **AGREEMENT TERM.** The term of this agreement begins upon execution of this Agreement, and shall terminate \_\_\_\_ days from execution, unless terminated early in accordance with the terms of this Agreement.
4. **INSURANCE REQUIREMENTS.** CONTRACTOR must certify the minimum insurance coverages and provide proof of insurance upon request by CBBEP.
5. **INDEMNIFICATION.** CONTRACTOR HEREBY BINDS HIMSELF, ALL SUCCESSORS, ASSIGNS, AGENTS, AND LICENSEES TO INDEMNIFY AND HOLD HARMLESS CBBEP FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES, AND DAMAGES, IN CONTRACT, STRICT LIABILITY, OR IN TORT, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH IMPLEMENTATION OF THIS AGREEMENT, WHERE SUCH INJURY OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF CBBEP, ITS AGENTS OR EMPLOYEES.
6. **GOVERNING LAW.** This Agreement is declared to be a Texas contract, and all of the terms hereof shall be construed according to the laws of the State of Texas.
7. **SUSPENSION; TERMINATION.**
  - a. For Cause. In the event of CONTRACTOR's failure to perform the services as required by the Agreement, violation of applicable law, substantial or material default, or other cause, CBBEP may suspend the services or terminate this Agreement for cause.
  - b. Force Majeure. In the event of delay or failure of performance caused by force majeure, CBBEP may terminate this Agreement in whole or part upon thirty (30) days written notice.
  - c. For Convenience. CBBEP may terminate this Agreement for convenience and without cause upon thirty (30) days notice.

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- d. Payment Adjustment. If the CBBEP terminates for convenience or because of force majeure, CONTRACTOR shall be paid only for goods and services provided and necessary expenses incurred prior to termination.

**8. NOTICES.** All notices, demands, requests and other communications required or permitted to be given or made upon either Party shall be in writing, shall be deemed to be given for purposes of this Agreement on the date such writing is received by the intended recipient thereof, and shall be delivered personally, by registered or certified mail (postage prepaid), reliable overnight delivery service (fees prepaid), facsimile, or other electronic means, acceptable to the Party receiving same, addressed to the Party to whom such notice is directed:

If to CBBEP:

Coastal Bend Bays & Estuaries Program  
Attn: Leigh Perry  
615 N. Upper Broadway, Suite 1200  
Corpus Christi, TX 78401  
Telephone: (361) 336-0310 Facsimile: (361) 400-5326  
E-Mail: lperry@cbbep.org

If to CONTRACTOR:

Company Name  
Attn:  
Address:  
Telephone: (361) Facsimile: (361)  
E-Mail:

**SAMPLE**

**9. ENTIRE AGREEMENT.** This Agreement and attachments constitutes the entire agreement between the parties hereto and no further modification of the Agreement shall be binding unless evidenced by an agreement in writing signed by CBBEP and CONTRACTOR.

EXECUTED as of the Effective Date set forth above.

Coastal Bend Bays & Estuaries Program, Inc.,  
a non-profit corporation under the laws of the State of Texas

By: \_\_\_\_\_

Name: Ray Allen

Title: Executive Director

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_