

Beltrami County Natural Resource Management

Specifications for Beaver Control – 2022 through 2023

These specifications shall govern removal of beavers/dams/lodges, clearing of culverts, installation of water flow devices, and any other activity to facilitate water flow across Beltrami County managed lands from 2022 through 2023.

- **Timing:** Contract work must be completed between March 1, 2022 and December 31, 2023.
- **Scope:** Throughout Beltrami County on county managed lands and the forest access road system.
- Sites and site specifications are subject to change.

Instructions to Bidders

The Beltrami County Natural Resource Management Department manages beaver control sites typical to northern Minnesota and conditions relative to the work should be considered prior to bidding.

Should the bidder find discrepancies or ambiguities in the specifications or be in doubt as to their meaning, the bidder should contact the Natural Resource Management Department and a written clarification will be sent out to all bidders.

- **Please submit sealed bids (faxes will not be accepted) by 1:00 pm Friday, February 18, 2022 to:**

**Beltrami County NRM
701 Minnesota Ave NW Suite 234
Bemidji, MN 56601-3178
(218) 333-4210**

- **Bids will be opened at 1:00 pm on Friday, February 18, 2022.**
- **The County reserves the right to reject any or all bids at the time of the bid opening.**
- **All bids must be stated in whole numbers.**
- **Bids to be awarded on March 1, 2022.**

WE ARE ACCEPTING BIDS FOR A 2-YEAR CONTRACT TO COVER 2022 AND 2023

Awarding of Contracts

Beltrami County reserves the right to award partial contracts and the Contractor has the right to bid on a partial contract.

Experience Clause

Bidders are required to furnish a statement showing whether they are now or ever have engaged in any contract or other work similar to that proposed. The name of the companies or agencies for which such work has been done, the name of persons representing said company or agency that were responsible for the work, and to give such information as will tend to show the ability to complete the work required by these specifications.

Eligible Bidders

No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any contract, work, labor, or business to which the county is a party or in which it is or may be interested.

County's Right to Terminate the Contract

If the contractor is insolvent or commits any act of bankruptcy, or if the contractor fails, for a period exceeding 48 hours, to supply sufficient manpower and material to diligently prosecute the work or shall otherwise breach its obligations under

this contract, the County may terminate this contract for cause, exclude the contractor from the work site and finish work by means as it may see fit.

In the event of such termination, the contractor shall supply the County with a statement of its uncompensated costs incurred prior to the effective date of such termination and the County shall within 30 days verify the amount claimed and pay such amount to the contractor along with any retainage held by the County, provided that if the termination is for cause (such as contractor's bankruptcy or breach), the County shall be entitled to retain an amount sufficient to offset damages incurred by the County as a result of the contractor's breach.

Contractor's Responsibilities

- Contractors are responsible for contacting adjacent landowners, the Sheriff's Department, and MN DNR Conservation Officers prior to conducting any blasting activity.
- Contractors are responsible for any damage resulting from the release of water flow downstream from a dam or culvert.
- Contractors are responsible for any damage that occurs to culverts, culvert grates, or water control devices while the contractor is removing the blockage materials.
- Contractors are responsible for proper installation of any device installed that allows water to flow freely.
- Contractors will complete all work in strict compliance with the latest requirements of existing codes and with local laws and ordinances relating to this work.
- Contractors will be responsible and qualified trappers.
- Contractors will obtain a valid Minnesota Small Game License and Minnesota Trapping License. All applicable MN DNR rules and regulations shall be obeyed.
- Contractors are responsible for obtaining and paying for permits, licenses, etc. necessary for the performance of work included in the specifications. Beaver removal outside regular trapping season requires a permit from the MN DNR.
- Contractors shall provide all necessary equipment required to perform their work.
- Contractors shall diligently prosecute the work, providing sufficient manpower, materials and other supplies at all times to assure completion of the work in an orderly fashion by the completion date stated in the specifications attachment. Contractors shall at all times keep the work site reasonably neat and clean and shall remove and dispose of all rubbish, trash and refuse from the work area and leave the work site clean. Contractors shall at all times coordinate its work and cooperate with the County.
- Contractors shall be responsible for hiring, supervising, paying, providing transportation and have required insurance for crew(s).
- Contractors shall conduct the work in a safe and prudent manner in compliance with all applicable federal, state and local safety laws, rules and regulations and all safety rules of the County. Contractors shall use extreme care to prevent fire and shall store all flammable materials only in compliance with County regulations.
- Contractors shall comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations, including but not limited to, the requirements of the Federal Occupational Safety and Health Act, the Federal Fair Labor Standards Act of 1938 as amended, the Minnesota State Worker's Compensation Laws, and all applicable Civil Rights laws, rules and regulations.
- Rutting is not permitted on any site. Soil disturbance, including compaction, shall be minimized. The county shall halt activities if site damage becomes excessive.
- Fueling, greasing, and vehicle maintenance may be done only on areas approved for such based on compliance with

the "***Sustaining Minnesota Forest Resources: Voluntary Site-Level Forest Management Guidelines***". The dumping of oil on County lands is prohibited by state law. Any chemical or petroleum spills greater than five gallons shall be reported to the State Duty Officer at 1-800-422-0798. For spills less than five gallons, "thin spread" the contaminated soil where organic matter is present.

- All activities must comply with the specifications stated in the manual entitled "***Sustaining Minnesota Forest Resources: Voluntary Site-Level Forest Management Guidelines***". A copy of the manual can be obtained from the Beltrami County Natural Resource Management office.

Inspection and Penalties

If work is not done according to the specifications, payment may be withheld and the contract may be terminated.

Beltrami County Natural Resource Management Department's Responsibilities

- The County will contact the contractor as to where the beavers need to be removed, how many are to be removed, and shall provide the contractor with information necessary to locate areas of concern, including legal descriptions, road names, and maps. No unauthorized, trapped beavers will be payed for under this contract.
- County shall provide qualified personnel at site to assist in directing the contractor to appropriate areas during regular business hours with a 48-hour notice. Regular business hours are 8:00 am through 4:30 pm Monday through Friday.
- County shall provide any water flowage devices required. Other supplies for removing dams, lodges, and beaver shall be supplied by the contractor.

Beltrami County's Rights

- County shall have the right at all times during the performance of the work to conduct such tests and inspections as it deems necessary to assure contractor's compliance with this contract. If any work or materials are found not to be in compliance with the specifications, the County shall have the right to order such work redone in conformance with this contract. No payment by the County of any sums due pursuant to this contract shall be interpreted as a waiver of any defect in labor and materials.
- County shall have the right to order changes in the work at any time. Contractors shall proceed with such changes immediately upon receipt of a written change order signed by the County. The contract price and the completion date specified shall be equitably adjusted to reflect any increase or decrease in the work. Upon the County's request, contractors shall provide satisfactory evidence from which contract price adjustments can be made. These changes include but are not limited to environmental conditions such as: drought, rain, and wind speed.
- County has the right to alter the control schedule to meet maintenance needs according to road conditions.

Responsibility for Damage Claims

- Within fifteen days after the bid has been awarded, the successful bidder will be required to furnish a certificate indicating adequate protection of public liability and property damage insurance:

Comprehensive General Liability: Coverage shall have minimum limits (\$1,000,000 Each Occurrence, \$2,000,000 General Aggregate) consistent with MN Stat. 466.04 unless otherwise approved and shall include: Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; independent Contractor/Purchasers; Products and Completed Operations (if applicable); Contractual Liability; "XC" Hazard Liability (if applicable); Personal Injury Liability.

- The contractor shall indemnify and save harmless the Natural Resource Management Department, Beltrami County and its officers and employees from all suits, actions and claims of any character brought because of injuries or damages received or sustained by any person, persons or property on account of the operations of the said contractor, or on account of or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said

contractor; or because of any claims arising or amount recovered from infringements of patent, trademark or copyright; or because of any claims arising or amounts recovered under the Worker's Compensation Act or under any other law, ordinance, order or decree.

WE ARE ACCEPTING BIDS FOR A 2-YEAR CONTRACT TO COVER 2022 AND 2023

- Please submit sealed bids (faxes will not be accepted) by 1:00 pm Friday, February 18, 2022 to:

**Beltrami County NRM
701 Minnesota Ave NW Suite 234
Bemidji, MN 56601-3178
(218) 333-4210**

- Bids will be opened at 1:00 pm on Friday, February 18, 2022.
- The County reserves the right to reject any or all bids at the time of the bid opening.
- All bids must be stated in whole numbers.
- Bids to be awarded on March 1, 2022.

Task	Cost per unit
Removing beavers – in season	\$
Removing beavers – out of season	\$
Maintain culverts	\$
Blowing dams	\$

Contractor's Signature _____ Date _____

Contractor's Printed Name _____

Contractor Address _____ State _____ Zip _____

Phone Number _____