

## **Beltrami County Natural Resource Management**

### **Specifications for Planting of Seedlings – 2022 through 2023**

These specifications shall govern the care and planting of tree seedlings for contractors on Beltrami County lands from 2022 through 2023.

- **Timing:** Spring planting shall commence when sites are frost-free and soil temperature reaches 40° F and shall conclude within 21 days of the starting date. This typically occurs between April 22 and May 5. The contractor will be notified of the actual start date at least five days in advance and must have planters available or will risk losing all or a portion of contract, including the performance bond.
- **Failure to complete work on time may result in loss of performance bond.** Sites and application dates are subject to change based on environmental conditions.

### **Instructions to Bidders**

The Beltrami County Natural Resource Management Department manages planting 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 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. There is **no guarantee** of the number of seedlings available for each contractor.

### **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 will start planting within five calendar days of contract start date and show adequate progress through the planting season. Once planting has begun, the contractor must give prompt notice if a planting delay of more than 24 hours is anticipated. All planting must be completed within 21 days of the start date.
- Contractors will accept responsibility for care of trees and will transport seedlings from a central tree storage facility to the planting sites.
- Contractors shall accept responsibility for breaking down empty tree boxes and transporting said boxes and plastic box liners back to the central tree storage facility. Contractors shall 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 will plant one tree per scalp on high side of scalp on scalped sites and high side of trench on trenched sites. Seedling spacing will be eight feet apart on sites that are disc-trenched unless otherwise specified. Contractors will plant seedlings so that roots of seedlings are placed in ground so they assume a natural vertical position. Root collar of seedlings must be at or near soil surface. Each seedling must be planted firmly in the ground. Soil around roots shall be packed so that there are no air pockets around the roots. No trees shall be root pruned or culled unless approved by County personnel.
- Contractors will ensure that seedlings are kept out of direct sunlight (they must be shaded) and root systems kept moist at all times. Damage caused to seedling due to storing trees in direct sunlight or allowing the root systems to dry out will be charged at three times the cost of the seedlings.
- Contractors shall provide all necessary equipment required to perform 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. **Failure to complete work by completion date stated will result in loss of performance bond.**
- Contractors shall designate a crew leader to supervise planting crews. The crew leader must speak English sufficiently well to understand and accurately relay instructions to each crewmember.
- 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 agrees to hire, supervise, pay, provide 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.

- Contractors shall promptly pay all laborers, subcontractors or materialmen connected with the work and if any shall file liens against the work, the contractor shall promptly obtain a release of any such lien or post a bond indemnifying the County against all loss by reason of such lien. The County shall have the right, prior to making any payment due under this contract, to require the contractor to deliver lien waivers duly executed by itself and each of its subcontractors and materialmen for all work done prior to such payment.
- Survey markers will be marked in the field with flagging and paint, and labeled on the site map. Damage to any of these markers is prohibited. Flagged or painted survey monuments or reference objects, which are damaged or destroyed during contract operations, must be properly replaced by a Registered Land Surveyor hired by the contractor. The cost of this replacement shall be the sole responsibility of the contractor.
- Rutting is not permitted on the site. Soil disturbance, including compaction, shall be minimized. The county shall halt activities if site damage becomes excessive. Planting activities shall not resume until the ground conditions are sufficient to minimize site damage.
- 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**

Number of trees planted per acre will be determined by plot sampling system. Incorrectly planted trees will not be counted. The following range is satisfactory: total trees per acre as specified on site map, 50 trees high or low. If stocking falls outside these ranges, the contractor will be penalized.

The following penalties apply:

50 trees per acre	Incorrectly planted or missing	No penalty
51-120 trees per acre	Incorrectly planted or missing	10% reduction in payment
121-200 trees per acre	Incorrectly planted or missing	20% reduction in payment
Below or over above guidelines	<b>No Payment</b>	100% reduction in payment

- For each workday required to complete the contract after the completion date, or extension end date, the payment rate will be reduced by 10% of the bid rate, per day. This will apply only to the acres planted after the completion date or any extension granted.

**Beltrami County Natural Resource Management Department's Responsibilities**

- County shall provide contractor with maps of areas to be planted to include legal descriptions, a site maps, species and total number of seedlings.
- County shall provide contractor with seedlings at a central tree storage facility.
- 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.

## 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, the contractor 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.

## 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.

## Performance Bond

- A performance bond in the amount of **5%** of the 2022 bid must be submitted within 15 calendar days from the date the bid is awarded. **Failure to do so will result in rejection of bid.** Performance bonds for subsequent years will be submitted prior to the start of any work in that given year.
- The security shall be a payment and performance bond for the amount specified and issued by a surety company authorized to do business in the State of Minnesota and approved by the State, or a certified check, a cashier's check, a postal, bank, or express money order, assignable bonds, or notes of the United States, or an assignment of a bank savings account or investment certificates, or an irrevocable bank letter of credit, in lieu of a bond for an amount equal to bond. **Any other form of payment (i.e. cash or non-certified check) will be deposited upon receipt and refunded to the contractor upon satisfactory completion of the contract.**

**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 in whole numbers.
- Bids to be awarded on March 1, 2022.

Type	Approx. Number of 2022 Trees	Price / Thousand	Total
Regular Planting	334,000	\$	\$
Inter-Planting	2,000	\$	\$
Wild Planting	45,000	\$	\$
<b>Total Bid</b>			\$

Type	Approx. Number of 2023 Trees	Price / Thousand	Total
Regular Planting	110,000	\$	\$
Inter-Planting	5,000	\$	\$
Wild Planting	25,000	\$	\$
<b>Total Bid</b>			\$

\_\_\_\_\_  
Contractor's Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Printed Name

\_\_\_\_\_  
Contractor Address \_\_\_\_\_ \_\_\_\_\_  
State Zip

\_\_\_\_\_  
Phone Number