

Beltrami County Natural Resource Management **Specifications for Browse Protection (Bud Capping & Repellent) – 2022 through 2023**

These specifications shall govern the application of browse protectors (Bud Capping & Repellent) to seedling on Beltrami County lands from 2022 through 2023.

- **Timing:** Application startup dates shall be between the third week in August and the first week in September when terminal buds have hardened off the seedlings. The completion date will be 30 days from the startup date.
- **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. An extension request must be received in writing and may be granted at the discretion of the Land Commissioner. No extensions shall be granted beyond October 31st. No extension will be granted without an additional payment of \$500 per week.

Instructions to Bidders

The Beltrami County Natural Resource Management Department manages browse protection 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 acres 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 (Bud Capping)

- Contractors will apply bud caps as directed in “***Bud Capping Application Specifications***” (see attachment)
- Contractors will apply bud caps of either commercial quality or fabricated caps made of standard office or similar quality paper (20 lb. paper).
- Contractors will provide/supply all bud caps, staples, and application equipment needed.
- All surplus bud caps remaining at the end of the contract will be the property of the contractor.
- 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 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.
- Contractors shall promptly pay all laborers, subcontractors or materialmen connected with the work and if any shall file liens against the work, contractors 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 contractors 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. Bud capping 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 (Bud Capping)

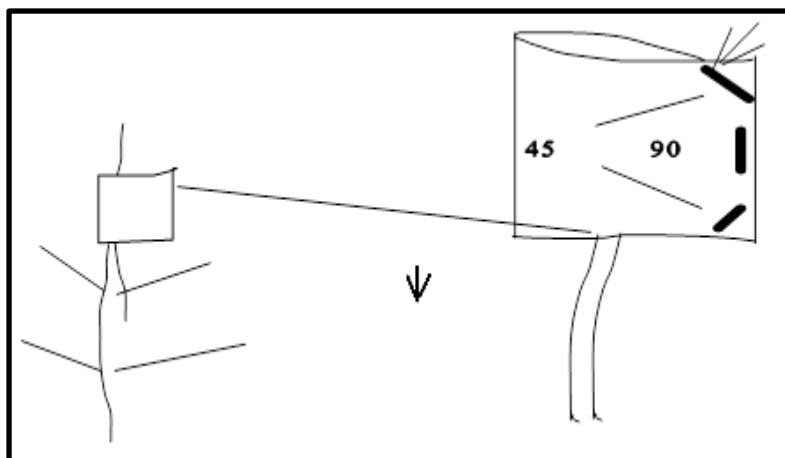
Number of correctly applied bud caps per acre will be determined by plot sampling system. Incorrectly applied bud caps will not be counted. See attached "*Bud Capping Application Specifications*".

The following penalties apply:

25 bud caps per acre	Incorrectly applied or missing	No penalty
26-50 bud caps per acre	Incorrectly applied or missing	10% reduction in payment
51-100 bud caps per acre	Incorrectly applied or missing	20% reduction in payment
Over above guidelines	No Payment	100% reduction in payment

Bud Capping Application Specifications

- Each conifer seedling less than four feet in height will have its terminal bud protected by application of a bud cap. Either commercial quality or fabricated caps made of standard office or similar quality paper (20 lb.) may be used. Paper can be made from recycled materials upon approval of the project supervisor.
- Dimensions of the paper must be a minimum of 3" x 4" and no larger than 3" x 5". Smaller bud caps should be used on recently planted trees.
- Bud caps will be applied with a minimum of three staples catching needles and adequate tension so they do not become dislodged by wind or other environmental conditions. See the diagram for stapling pattern to be followed. Use of standard 1/2 inch *Swingline*® staples or equivalent is recommended.
- All staples are not to be more than 3/4 inch from the outside edge of the paper.
- Top staple in the upper corner is not to be more than 1/2 inch below the edge of the paper.
- Rake some of the needles down perpendicular to the stem to catch them in the middle staple.
- Bud caps must be placed so that the bud is located at least 1/2 inch below the top of the cap but not lower than the midpoint of the paper.
- Trees that have had a terminal bud browsed must have a bud cap applied to the most prominent lateral bud.



Beltrami County Natural Resource Management Department's Responsibilities (Bud Capping)

- County shall provide contractors with maps of areas to be bud capped that will include legal descriptions, site maps, species, and approximate number of bud caps required.

- County shall provide qualified personnel to perform a Pre-Work Inspection Checklist which includes a copy of the Project Plan with site maps and a field review of sites for access roads, boundary lines and any relevant information to complete the site.

Contractor's Responsibilities (Repellent)

- Contractors must be licensed with the Minnesota Department of Agriculture to apply animal repellent (Plantskydd)
- Contractors will apply repellent as directed in “**Animal Browse Repellent Specifications**” (see attachment)
- Contractors will apply repellent to all seedling within plantation (as directed by the forester).
- Contractors will provide/supply all application equipment needed on the sites. Beltrami County will provide all repellent.
- All surplus repellent remaining at the end of the contract will be the property of Beltrami County.
- 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 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.
- Contractors shall promptly pay all laborers, subcontractors or materialmen connected with the work and if any shall file liens against the work, contractors 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 contractors 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. Repellent 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 (Repellent)

Number of correctly sprayed seedlings per acre will be determined by plot sampling system. Missed seedlings will not be counted. See attached "*Animal Browse Repellent Specifications*".

The following penalties apply:

25 trees per acre	Incorrectly or not sprayed	No penalty
26-50 trees per acre	Incorrectly or not sprayed	10% reduction in payment
51-100 trees per acre	Incorrectly or not sprayed	20% reduction in payment
Over above guidelines	No Payment	100% reduction in payment

Animal Browse Repellent Specifications

- Each conifer seedling less than four feet in height will have repellent applied to the entire seedling for protection against animal browse.
- Contractors must follow mixing and application recommendations for the repellent product.

Example:

Repellent:	Plantskydd
Mixture:	1. One package (2.2 lbs.) into 1½ gallons of water (10 packages into 15 gallons) 2. Dissolve for 20 minutes 3. Remove excess foam 4. Pour through a <i>fine</i> mesh filter
Equipment:	Diaphragm-type pressure hand sprayers (remove fine filters)
Timing:	Must apply when needles are dry

Beltrami County Natural Resource Management Department's Responsibilities (Repellent)

- County shall provide contractors with maps of areas for repellent application that will include legal descriptions, site maps, species, and approximate number of acres to be sprayed.
- 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, 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.

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

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- All bids must be in whole numbers.
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Application	Bid Price per acre
2022 Fall Bud Cap Application	\$
2023 Fall Bud Cap Application	\$
Application Bid Value	\$

Contractor's Signature

Date

Contractor's Printed Name

Contractor Address

State

Zip

Phone Number

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

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

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Application	Bid Price per acre
2022 Fall Repellent Application	\$
2023 Fall Repellent Application	\$
Application Bid Value	\$

Contractor's Signature _____
Date

Contractor's Printed Name

Contractor Address _____ _____
State Zip

Phone Number