

Beltrami County Natural Resource Management (NRM) **Specifications for Forest Inventory – 2022 through 2023**

These specifications shall govern forest inventory for contractors on Beltrami County lands from 2022 through 2023.

- **Timing:** Forest inventory shall be completed between May 1 and the first Friday of November of each year (see Inspections and Penalties for progress completion dates).
- **Scope:** Scattered stands located in southern Beltrami County (various townships between 146N – 151N),
- **Failure to complete work on time may result in loss of performance bond.** No extensions shall be granted. The contractor must notify NRM one (1) week before work begins. Work may not begin until the contractor receives permission from NRM.

Instructions to Bidders

The Beltrami County Natural Resource Management Department manages forest inventory 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. Planned inventory acres are estimates only.

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

- The contractor agrees to conduct field examinations of the specified acreages in accordance with the specifications contained herein and the instructions in the Forest Inventory General Specifications. Some manipulation of the data will be required during the process of transferring data from field forms to inventory update forms.
- The contractor agrees to furnish the following equipment: cruiser vest, compass, Tatum, 10 and 20 BAF prism, diameter tape, clinometer, 66' tape, GPS or GPS enabled device capable of recording tracks and waypoints, adequate safety equipment, and increment borer. All equipment must be in good working order and be able to pass inspection by NRM personnel. In addition, other equipment or supplies such as, but not limited to, transportation, lodging, meals, office facilities and office equipment are the responsibility of the contractor. It is recommended that contractor owns, or has access to, appropriate all-terrain vehicles.
- The contractor must ensure each person doing fieldwork has a documented minimum of three (3) months of Cooperative Stand Assessment (CSA) inventory experience. CSA is the vegetative inventory system used on county-managed land involving a stand-based inventory system. In addition, field staff must possess demonstrable knowledge, skills, and abilities in the following areas: aerial photo interpretation, orienteering, GPS or GPS enabled device use, transferring GPS shapefiles, field botany, MN tree identification, Native Plant Community (NPC) classification, forest measurement techniques, MN forest insect and disease agents, and Microsoft Excel.
- The contractor agrees to submit no less than 500 acres at a time for measurement and payment purposes. The block of submitted data will form the basis for measurement and payment. Acreage determination for forest stands to be inventoried and submitted will be made from NRM land records and GIS calculations. Payment will be made on a per acre basis for the block submitted. Any stand within the block that fails inspection will be subtracted from the block acreage for payment purposes. The block must meet acceptance standards for any payment to be made. At NRM's discretion, it may require the contractor to entirely re-measure an unacceptable block or may terminate the contract and cease any further payments.
- 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 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.
- Rutting is not permitted on the site. Soil disturbance, including compaction, shall be minimized. The county shall halt activities if site damage becomes excessive. Forest inventory 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.

Inspections and Penalties

During the duration of the contract, the contractor must demonstrate that an acceptable amount of progress is being made toward the contract's completion. At its discretion, NRM may revoke the contract if it deems that acceptable progress has not been met. Acceptable progress is defined as follows:

<u>% of Contract Acreage Submitted</u>
50%
75%
100%

<u>Completion Date</u>
First Friday in August of current year
September 15 th of current year
First Friday in November of current year

Forest Inventory General Specifications

Office Preparation and Fieldwork

In general, the fieldwork consists of traversing stands that have been previously delineated from aerial photography and installing a number of temporary plots.

1. Plan plot locations on a systematic grid with a random start in each stand polygon.
2. Private Access: if the best access to a plot location crosses private land, the contractor or subcontractor is responsible for obtaining permission from the land owner before crossing.
3. Stands are traversed and plots are measured. Both variable and fixed radius plots are installed. Measurements of volume, basal area, stand composition, site index, insect/disease problems, etc. are completed and the data is recorded on a field sheet.
4. Inventory data is transferred from the field form to an inventory update form. Each stand requires one (1) update form. For every 2,000 acres inventoried, the completion of approximately 100 to 200 forms is required.

Measurement Specifications

- **Plot Monumentation:** Each plot center must be marked 6-8 feet above the ground with orange flagging. Stand number and plot number must be marked on the flagging with a waterproof marker. Paint each measure tree number

facing plot center. The plot number must be painted above the painted number “1” on the first measure tree.
Example for tree #1 from plot #5 “5/1”.

- **Data Forms:** NRM supplied data forms will be used by the contractor to record all stand and plot data. All data must be recorded according to specifications contained in the contractors' supplements.

The following will be used to estimate the number of variable and fixed radius plots per stand.

<u>Acres</u>	<u>Number of Sample Plots</u>
<10	3
10-20	4
20-40	5
40-80**	6

** Add at least one (1) additional plot for every 40-acre increase in stand size.

Plot Measurements

Once the plot location has been established, the plot measurement can be made. At each location, both a 1/100th (or 1/300th) acre fixed radius plot and a 10 (or 20) BAF variable radius plot are installed and the associated measurements are made (the fixed radius plot size and BAF used for the variable radius plot must remain constant between plots in the same stand).

1. Establish and stake the plot center and mark with flagging.
2. Visually scan of the stand composition. This will aid in determining whether the plot is correctly located and how many species columns must be filled out for the fixed and variable radius plots.
3. Complete the variable radius plot.

Completing Field Data Sheets

1. Fill out information required within the heading.
2. Using either a 10 or 20 BAF prism, record variable radius plot information for trees greater than 5” diameter at breast height (DBH). If necessary, additional space is provided for additional plots/trees on the bottom portion of page 2. Within each stand, record the height and age of at least one (1) dominant/codominant tree from the main species type. Within the remarks section, the Lat/Long coordinates of the plot center must be recorded in the format Lat (NDD.dddd°), Long (WDD.dddd°).
3. From plot center, examine the surroundings and note indicator plants pertinent to NPC classification in the box provided at the bottom of page 1. Some stands will have an estimated NPC classification provided by the NRM Department. Within the NPC box, the contractor should either verify the estimated NPC classification or enter a suggested change.
4. From plot center, establish a 1/100th acre or 1/300th acre fixed radius plot to assess regeneration. Record information for all trees less than 5” DBH in the regen survey box located at the top of page 2. Different species are entered separately by size class.

Acceptable Work

Acceptable work is defined as follows:

- Plot centers must be located in the correct stand for which data is recorded and within a ½-chain radius of their intended location according to the submitted waypoint location.
- All data sheets must be legible and completed in accordance with instructions. Incomplete or poor data sheets will be returned to the contractor to be completed or repaired. This may set back the payment schedule.

- Failure of a single stand within a block may be cause for revocation of the contract. Failure of more than one (1) stand in a submitted block will be cause for contract revocation.
- Missing flagging on plot centers constitutes unacceptable work and may be cause for failing stands or revocation of contract.

Re-Inspection Upon Request

The contractor may request a re-inspection of failed stands. This request must be in writing and be submitted to the district forester within five (5) calendar days after receipt of the initial inspection results. With the contractor present, a different forester will then examine the stand using the same inspection techniques. If the re-inspection confirms the original inspection, the contractor shall reimburse NRM for actual costs incurred in re-inspection. If the re-inspection indicates that the original work did meet acceptable standards, NRM will absorb its inspection costs. At no time will a contractor be reimbursed for any re-inspection costs. The results of the re-inspection will then form the basis for payment.

Subcontracting

No subcontracting will be allowed without written consent of NRM. Subcontractors must adhere to the personnel qualifications and work standards stated earlier in this document.

Beltrami County Natural Resource Management Department's Responsibilities

- County shall provide the following materials to each contractor (materials for subcontractors or employees of the contractors or subcontractor must be provided by the contractor or subcontractor): township scale maps (with aerial imagery) indicating stand locations, field sheets, data entry forms, and flagging. These will be furnished by April 15th of the current year.
- Within two (2) weeks of the receipt of the completed block, NRM will examine it for completeness. If the block's paperwork is incomplete, not readily legible, or contains substantial coding errors, it will be returned to the contractor for correction and subsequent resubmission. Once accepted, the block will be field inspected within four (4) weeks. A minimum of three (3) stands per submitted block will be inspected. The inspector will make measurement at the plot locations monumented by the contractor. All inspection measurements will be made in accordance with contract specifications and contractor supplement specifications.

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 15 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.**

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Approximate Acres – 2022	Bid Price per acre – 2022
2,000 (+/- 25%)	

Approximate Acres – 2023	Bid Price per acre – 2023
2,000 (+/- 25%)	

** Price Bid per Acre (includes Inventory Update forms)

Contractor's Signature Date

Contractor's Printed Name

Contractor Address State Zip

Phone Number