

## **Beltrami County Natural Resource Management**

### **Specifications for Mechanical and Chemical Release – 2022 through 2023**

These specifications shall govern the Mechanical and Chemical Release on Beltrami County lands from 2022 through 2023.

- **Timing:** Mechanical Release shall be completed between the 2<sup>nd</sup> Monday in April through the 3<sup>rd</sup> Friday in October. Chemical Release shall be completed from June 1 to October 15 depending on application.
- **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 31. No extension will be granted without an additional payment of \$500 per week.

### **Instructions to Bidders**

The Beltrami County Natural Resource Management Department manages mechanical and chemical release 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 (Mechanical Release)**

- Contractors must have equipment capable of clearing a 3 feet radius of vegetation surrounding each seedling.
- 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. Mechanical release 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.

- Contractors must notify the Natural Resource Management Department of daily activities.

### **Contractor's Responsibilities (Chemical Release)**

- Contractors shall include dye (i.e. Hi-Light) in sufficient concentration to allow County foresters to identify treated areas.
- Contractors will apply the herbicide at an application and concentration rate approved by the Beltrami County Natural Resource Management Department.
- Contractors must have the capability to apply the herbicide at a uniform rate covering the trench area surrounding the seedling. A 4 ft. strip is required and will be applied within 2 ft. on each side of a seedling row. (Strip Spraying Application)
- Contractors must have the proper broadcast application equipment to spray an entire site. (Broadcast Application)
- Contractors must have the proper equipment for hand application of herbicide. A 2 ft. radius is required to be sprayed surrounding seedlings. (Microsite Application)
- Contractors must be licensed by the Minnesota Department of Agriculture as a Commercial Pesticide Applicator and must provide license number and categories for which the contractor is licensed. All employees performing herbicide application must be licensed by the Minnesota Department of Agriculture as a Commercial Pesticide Applicator and must provide license number and categories for which they are licensed prior to any work being performed. **Some sites may require a Pesticide Applicator's Permit from Leech Lake Band of Chippewa. It will be the contractor's responsibility to obtain this license.**
- 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. Chemical release 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.
- All herbicide application must comply with the Worker Protection Standard for Agricultural Pesticides. Contractors must submit complete application records (herbicide application record form will be supplied by Natural Resource Management Department) in a timely manner. Payment will not be made until complete records have been received for completed sites.
- Contractors must notify the Natural Resource Management Department of daily activities.

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

- County shall provide contractors with maps of areas for mechanical or chemical release that will include legal descriptions and site maps.
- 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.

### **Acreage Determination**

- Planned acres to be treated are estimates only.
- Contractors will be paid based on planned acres or, as an option, Natural Resource Management staff may choose to calculate actual acres using differentially corrected data obtained using GPS. Final payment would then be based on this number. Contractors may be required to provide GPS data as required by Forest Certification process currently being developed.

### **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.

<b>Application - 2022</b>	<b>Dates</b>	<b>Bid Price per acre</b>
Mechanical Release Treatment	April 11 – October 21	\$
Pre-Commercial Thinning Treatment	April 11 – October 21	\$
<b>Application Bid Value</b>		\$

<b>Application - 2023</b>	<b>Dates</b>	<b>Bid Price per acre</b>
Mechanical Release Treatment	April 10 – October 20	\$
Pre-Commercial Thinning Treatment	April 10 – October 20	\$
<b>Application Bid Value</b>		\$

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

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

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

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

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<b>Application – 2022</b>	<b>Dates</b>	<b>Bid Price per acre</b>
Broadcast Release Treatment (Transline)	June 1 – June 15	\$
Microsite Herbicide Release Treatment	August 15 – October 15	\$
Strip Spray / Broadcast	August 15 – October 15	\$
<b>Total Bid Value (excluding chemical)</b>		\$

<b>Application - 2023</b>	<b>Dates</b>	<b>Bid Price per acre</b>
Broadcast Release Treatment (Transline)	June 1 – June 15	\$
Microsite Herbicide Release Treatment	August 15 – October 15	\$
Strip Spray / Broadcast	August 15 – October 15	\$

<b>Total Bid Value (excluding chemical)</b>	\$
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- Only those herbicides and application rates approved by current Forest Certification Standards, the U.S. Department of Agriculture and the Environmental Protection Agency may be used.
- The cost of the chemical is not to exceed fair market value. (Retail price)
- Please provide bids for the chemicals that you most frequently use.

Allowable Herbicides, Additives, and Ingredients	Unit	Cost per Unit - 2022	Cost per Unit - 2023
Activator 90	1 Gallon	\$	\$
Arsenal AC	1 Gallon	\$	\$
Clopyralid	1 Gallon	\$	\$
Entry II	1 Gallon	\$	\$
Escort	1 Ounce	\$	\$
Garlon 3A	1 Ounce	\$	\$
Imazapyr	1 Gallon	\$	\$
Metsulfuron methyl	1 Gallon	\$	\$
Oust XP	1 Ounce	\$	\$
Silco VM	1 Gallon	\$	\$
Silkin	1 Gallon	\$	\$
Sulfometuron methyl	1 Ounce	\$	\$
Transline	1 Gallon	\$	\$
Triclopyramine	1 Gallon	\$	\$
Velpyr	1 Gallon	\$	\$

<b>Commercial Pesticide Applicator's License Number:</b>							
Please check all categories that license is valid for:							
<input type="checkbox"/>	A. General ground	<input type="checkbox"/>	B. General aerial	<input type="checkbox"/>	C. Ag. herbicide	<input type="checkbox"/>	D. Ag. fungicide - insecticide
<input type="checkbox"/>	G. Forest spraying	<input type="checkbox"/>	J. Rights-of-Way	<input type="checkbox"/>	Z. Applicator Trainer	<input type="checkbox"/>	

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

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

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

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