

INFORMAL BIDS: ROAD PROJECT 2020-02 (Brushing)

OPENING: 4:30 PM, Mon. August 10, 2020

**Lake County Forestry and Land Department
419 Airport Road Two Harbors, MN 55616**



To furnish the Lake County Forestry Department with the job of **FOREST ROAD BRUSHING** at the bid amount shown and to do and perform all work in accordance with the terms and conditions indicated in the proposal.

SCOPE OF WORK

1. Forest roadside brushing to include the severing of all stems less than 4” diameter at breast height (DBH) within the required ROW clearing (listed in bid schedule).
2. Right of way (ROW) will cleared off all brush and debris to allow for clear sightlines and shall not impede water flow within roadside ditches. ROW begins where man-made material meets native vegetation. Most roads are aggregate, approximately 14 to `18-feet wide and designed for logging and recreational use.
3. Both sides of the road shall be cleared to the specified clearing lengths.
4. The Contractor shall comply with all recommended BMP guidelines as described in "*Minnesota’s Forest Management Guidelines* " published by the Minnesota Forest Resources Council and Minnesota Department of Natural Resources, 2014. A copy of this publication is available upon request to the County if not possessed by the Contractor. Contractor’s certification in water quality best management practices training through a FISTA coordinated BMP workshop is also recommended.
5. To comply with the Best Management Practices for Invasive Species, prior to moving equipment onto or off of the work area, scrape or brush soil and debris from exterior surfaces to the extent practical.
6. To the extent practical, care shall be taken to not damage adjacent riverways, natural drainages or pools. The Contractor shall not pile debris within known wetlands and/or waterways.
7. The Contractor shall provide all labor, equipment and materials needed to satisfactorily complete the project.

STANDARDS & DEFINITIONS

“Mowing” is defined as cutting a 4-foot (minimum) swath from the edge of the maintained driving surface.

“Brushing” is defined as cutting a 12-foot (minimum) swath from the edge of the maintained driving surface.

“Extended Brushing” is defined as cutting a 4-foot (minimum) swath starting 8 feet out from the maintained driving surface.

“Pruning” is defined as cutting woody material, 2’ to 12’ above the ground as needed, which is leaning into the maintained right of way. Pruning requires the cutting head to be operated perpendicular to the ground.

“Mile” is defined as 5,280 linear feet of road, as measured by the Project Supervisor, with both sides treated.

“Transportation” includes moving to and from work sites, between work sites and all other moving of machine when not performing roadside mowing or brushing work under this contract.

CONDITIONS OF HIRE

1. Use Rates: All equipment shall be furnished by the Contractor. The rate shown includes all applicable costs including but not limited to overtime and holiday pay, social security, compensation insurance or similar items.
2. Travel Time: Time for transportation of equipment to and from the job location will not be paid for by the County.
3. Equipment Specifications:
 - a. Mower/ brush cutter must be adequate to chop brush and trees up to 4 inches in diameter.
 - b. Due to rough terrain, rocks, stumps and other roadside irregularities, **sickle mowers will not be allowed**. Rotary bar mowers are preferred.
 - c. Cutting head must be attached on a boom to reach out into ditches, since there are no shoulders on most roads.
 - d. Vehicle must display a flashing light, visible from the front and rear, in addition to a “Slow Moving Vehicle” sign visible from the rear, while operating.
 - e. Contractor shall affix adequate guards on machine to protect employees, road users and bystanders.
4. Operation and Repair Expenses: The Contractor will furnish supplies, repairs, fuel.
5. Payment Basis: Shall be made upon completion of work as specified in Item 19 of this agreement
6. Responsibility for Damages: The contractor shall assume full responsibility for all damages to either public or private property of any character, resulting from any act, omission, neglect, or misconduct in the execution or nonexecution of the work. To the extent of his liability, and at his own expense, the contractor shall restore damaged property to a condition similar or equal to that existing before the damage was done, by repairing, rebuilding or replacing it as directed, or he shall otherwise make good the damage in an acceptable manner.
7. Responsibility for Damage Claims: The contractor shall indemnify and save harmless Lake County, 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 safeguarding the work; or because of any act or omission, neglect, or misconduct of said contractor; or because of any claims arising or amounts recovered under the Workmen’s Compensation Act or under any other law, ordinance, order or decree.
8. Work under this proposal shall be started as soon as possible after acceptance of contract by both parties.
 - a. **All work shall terminate on or before November 1, 2020.**
 - b. Failure to complete the contract prior to the expiration date will result in the contract being canceled. Canceled contracts may be awarded to the next lowest bidder at the discretion of the Land Commissioner and the Lake County Board of Commissioners.
9. Project Specifications:
 - a. When mowing, brushing or completing extended brushing, all grass, brush and small trees (up to 4” diameter) shall be cut within six (6) inches of the ground surface.
 - b. Travel speed while mowing or brushing must be regulated by the operator such that all target plants are severed. Bending over of grasses and or partial cutting of shrub and tree stems within the target zone is not acceptable.
 - c. Slash generated from mowing, brushing or pruning shall be kept off the driving surface of the road and shall be randomly scattered across the cut area.
 - d. Damage to culvert markers, as determined by the Project Supervisor, will result in a damage assessment of \$10.00 for each damaged marker. The damage assessment will be deducted from the payment due for work performed.

- e. Cutting swaths not cleared to the minimum standards for the work requested will not be paid for, unless Contractor re-treats these sites to bring them up to the appropriate standards.
 - f. Extended brushing, if required, will typically be a uniform treatment on both sides of the road. Ditches or back slopes that are too steep to maneuver the equipment safely during extended brushing can be excluded as agreed upon between contractor and the Project Supervisor.
 - g. Pruning, if required, will typically be a spot treatment, not a uniform treatment of both sides of the road and will be directed by the Project Supervisor.
 - h. Contractor shall be responsible for posting work sites with appropriate warning signs to protect the public.
10. The County reserves the right to reject any, any part of, or all bids or proposals and to waive technicalities as it may deem best for the interest of Lake County.
 11. Failure by the contractor to perform the work in a reasonable manner shall be cause to terminate this agreement.
 12. Evidence of Workers' Compensation will be provided for all jobs involving labor with the exception of self-employed persons where not required to be insured under Minnesota Law. This evidence shall be provided prior to starting any work on County land or buildings.
 13. Evidence of liability insurance in the amount of at least \$1,000,000.00 shall be required of all contractors. Said coverage to run for the term of the contract. The certificate holder will be Lake County Forestry.
 14. A performance bond in the County's favor in an amount equal to **\$300.00** in cash, by surety bond, or in any other form accepted by the County, shall be submitted by the Contractor to be retained by the County to assure full and complete performance of the Contract by the Contractor to the County's satisfaction. All unsuccessful bidders will have their performance bond returned or canceled.
 15. It shall be the responsibility of the bidder to examine the site. Submission of a bid reflects that the bidder has inspected the site.
 16. No bids will be accepted from bidders or contractors with outstanding balances with Lake County. No person shall act in any capacity on behalf of a non-qualifying person, partnership or company for the purpose of bidding.
 17. To be eligible to bid on road project or to operate on county lands, a "Lake County Forestry Contractor Application", "MN Workers Compensation Law Certification of Compliance", a "MN Dept. of Revenue – Form ST3", and a "Certification by Logger/Contractor" must be on file in the County Forestry Office
 18. The purchaser agrees to comply with all applicable Federal and State labor laws regarding discrimination, wages, benefits and other conditions of employment. (Information on these laws is available from the US Dept. of Labor www.dol.gov and the State Dept. of Labor and Industry at www.doli.state.mn.us)
 19. Special Conditions of Hire:
 - a. **See attached Work Plan and Map.**
 20. All bids should be in sealed envelopes with the following marked on the lower left corner:
 - a. **ROAD PROJECT 2020-02**
 - b. **4:30 PM, August 10, 2020**

Bidders are encouraged to visit and view the roads and conditions prior to bidding. No extras will be added for failure to include all costs in bid price. It is understood that rate per mile includes all transportation, equipment, labor, tools and all else necessary to complete the work as described.

All bids should be in sealed envelopes with the following notice marked on the lower left corner

ROAD PROJECT 2020-02
4:30 PM, August 10, 2020

SEND BID SCHEDULE, BIDDER INFORMATION AND PERFORMANCE BOND
to 601 3rd Avenue Two Harbors, MN 55616 or drop them off at the Forestry and Land Department Office at:

FORESTRY AND LAND DEPARTMENT OFFICE
419 AIRPORT ROAD
TWO HARBORS, MINNESOTA 55616

SEALED BID OPENING
4:30 P.M., MONDAY AUGUST 10, 2020

FORESTRY AND LAND DEPARTMENT OFFICE
419 AIRPORT ROAD
TWO HARBORS, MINNESOTA 55616
218-834-8340

Project specifications, maps, information and bid form are available on the
Lake County website: www.co.lake.mn.us/forestry

Due to the COVID-19 pandemic, the public will not be allowed to view the bid opening. If you would like to view the opening, please contact the Forestry office for alternative viewing options.

LAKE COUNTY FORESTRY
601 3RD AVE.
TWO HARBORS, MN 55616
218-834-8340

ROAD PROJECT 2020-02
BRUSHING

Road Name	Length (miles)	Requirement	Bid / Mile	Total Bid
Bailey Road	4.75	12' Clear		
Bailey Road South	2.10	12' Clear		
Beaver Crossing Road	1.46	12' Clear		
Beaver River Road	5.30	12' Clear		
Bird Shot Road	1.08	12' Clear		
Egge Creek Road	1.13	12' Clear		
Glipi Road	4.51	12' Clear		
Hut Two Road	2.10	12' Clear		
K-C Road	5.23	12' Clear		
London Crossing Road	4.83	12' Clear		
Mile North Road	2.17	12' Clear		
North Alger Grade	3.47	12' Clear		
North Spooner Road	1.84	12' Clear		
Section 13 Road	.74	12' Clear		
Section 26 Road	1.55	12' Clear		
Spooner Road	3.19	12' Clear		
Town Pit Road	1.86	12' Clear		
ALL ROADS	47.60	12' Clear		

** Please quote a price for an entire brushing package that includes ALL ROADS listed within the bid schedule.*

NAME & TITLE OF SIGNER: _____

BUSINESS NAME _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

SIGNATURE: _____

SITE MAPS







