### BID PROSPECTUS SITE PREPARATION FOR TREE PLANTING DISC TRENCHING & WINTER SHEARING

To furnish the Lake County Forestry Department with the job of SITE PREPARATION at the acre rate shown and to do and perform all work in accordance with the terms and conditions indicated in the proposal.

214 acres disc trenching120 acres winter shearing

# **334 ACRES TREATED**

### **CONDITIONS OF HIRE**

- 1) <u>Use Rates</u>: 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) <u>Travel Time</u>: Time for transportation of equipment to and from the job location will not be paid for by the County.
- 3) <u>Operation and Repair Expenses</u>: The contractor will furnish supplies, repairs, fuel.
- 4) <u>Payment Basis</u>: Shall be made on the total number of acres according to the conditions of hire in this agreement.
- 5) <u>Responsibility for Damages</u>: The contractor shall assume full responsibility for all damages to 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.
- 6) <u>Responsibility for Damage Claims</u>: 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.

#### 7) Work under this proposal shall be started as soon as possible or as conditions allow.

- a. All work on sites requiring disc trenching shall terminate on or before November 1, 2020.
- b. All work on sites requiring winter shearing shall terminate on or before <u>December 31, 2020</u> or when snow depth reaches 24-inches.
- c. 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.
- d. 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.

- 8) 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.
- 9) Failure by the contractor to perform the work in a reasonable manner shall be cause to terminate this agreement.
- 10) Evidence of Workers' Compensation will be provided for all jobs involving labor with the exception of selfemployed 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. The contractor must also carry the minimum state required no-fault auto insurance.
- 11) 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. "Certificate of Liability Insurance" must be provided before work begins. The Certificate must name Lake County Forestry and the Minnesota Deer Hunters Association as certificate holders.
- 12) <u>Performance bond of 5% or \$200</u>, whichever is least, for all contracts. Said bond is to be furnished to the Land Commissioner within 5 working days of receipt of notice of bid award. Payment for this project shall include a refund of the bond on deposit, if all terms and conditions have been met.
- 13) It shall be the responsibility of the bidder to examine the sites. Submission of a bid reflects that the bidder has inspected the sites.
- 14) No bids will be accepted from bidders or contractors with outstanding balances with the Lake County Forestry Department. No person shall act in any capacity on behalf of a non-qualifying person, partnership or company for the purpose of bidding.
- 15) The bidder 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 at <u>www.dol.gov</u> and the State Dept. of Labor and Industry at <u>www.doli.state.mn.us</u>)
- 16) <u>Special Conditions of Hire</u>:
  - a. Contractor is responsible for providing County with a shapefile showing track line of all areas treated.
  - b. Acreage in this Bid Prospectus was determined from either GPS traversing on the ground or field checks on existing aerial photography, without any allowances for internal wet areas and is approximate. Actual acreage for billing will be determined by track line (GPS) provided by Contractor after site-prep completion.

# QUOTE FOR DISC TRENCHING AND SHEARING

for products or services to be provided to:

## **MN Deer Hunters Association**

460 Peterson Rd., Grand Rapids, MN 55744

### Lake County Forestry

601 3rd Ave., Two Harbors, MN 55616

(218)834-8340 email: forestry@co.lake.mn.us

Provider	Name:			
Information	Business Name:			
	Address:			
	Telephone:		Cell Phone:	
	SSN/Business ID	#		

#### **Bid Per Site**

SITE	SITE DESCRIPTION, CONDITIONS, ACCESS	ACRES	<b>BID RATE</b> /	TOTAL BID
			ACRE	FOR SITE
2020-SP1	T 53, R 11, Sec. 5 C-T-L harvest March 2020, level, moderate residuals	21.5		\$
	and heavy slash throughout the site. Drive to site. TRENCH.			
2020-SP5	T 54, R 11, Sec. 32 C-T-L harvest summer 2020, rolling, moderate	60.8		\$
	residuals and heavy slash throughout the site. Drive to site. TRENCH.			
2020-SP7	T 58, R 8, Sec. 24/25 Conventional harvest 2009, mostly level, 10-20'	44.3		\$
	brush, replant area. Drive to access. WINTER SHEAR.			
2020-SP8	T 58, R 8, Sec. 25 Conventional harvest 2008, some rocks and rolling,	38.3		\$
	10-20' brush, replant. Freeze down access, may require log mats.			
	WINTER SHEAR.			
2020-SP9	T 58, R 8, Sec. 24 Gently rolling, 10-20' brush, replant area. Some	37.4		\$
	interior red pine areas. Drive to access. WINTER SHEAR.			
2020-SP10	T 58, R 7, Sec. 17/18 Conventional harvest 2014, 10-20' brush and	49.5		\$
	aspen, replant area. Drive to site. TRENCH.			
2020-SP11	T 63, R 11, Sec. 14/15 Conventional harvest 2005, flat to rolling, steep	81.9		\$
	rocky outcrops, moderate residuals. Drive to access. TRENCH.			
		224	Tatal	¢
		334	Total	Ф

I, \_\_\_\_\_\_\_, agree to release discharge, hold harmless and forever acquit the State of Minnesota, County of Lake, MN Deer Hunters Association and their officers, agents, representatives, and employees of any and all actions, causes of actions, claims or any other liabilities whatsoever, known or unknown, now existing or which may arise in the future on account of or in any way related to the above product to be provided or the work to be performed on County Fee or Tax Forfeited Land. Further, I assume all liability for any persons who accompany me, are employed by me, or are under contract to me.

Completion or delivery date:

Accepted by:\_\_\_\_\_

Evidence of liability insurance in the amount of at least \$1,500,000.00 shall be required of all contractors. Said coverage to run for the term of the contract. Two "Certificates of Liability Insurance" must be provided before work begins. One Certificate must name Lake County Forestry and the other Certificate must name Minnesota Deer Hunters Association as certificate holders.

Evidence of Workers' Compensation will be provided for all jobs involving labor, with the exception of self-employed persons when not required to be insured under Minnesota Law. This evidence shall be provided prior to starting any work on County land or buildings. The contractor must also carry the minimum state required no-fault auto insurance.

Failure by the contractor to perform the work in a reasonable manner shall be cause to terminate this agreement.

Invoices to: MN Deer Hunters Association 460 Peterson Rd. Grand Rapids, MN 55744

Invoices submitted for approval to: Lake County Forestry 601 3<sup>rd</sup> Ave. Two Harbors, MN 55616

Bids are mailed to: Clerk of the Board, Lake County Commissioners Office 616 3<sup>rd</sup> Ave. Two Harbors, MN 55616 Envelopes should be marked with "Sealed Bid Auction, August 18, 2020" in the lower left.

#### COMPLETED & SIGNED FORM MUST BE RECEIVED BY 10:00 AM, TUESDAY AUGUST 18, 2020.

INDIVIDUAL/COMPANY NAME:

SOCIAL SECURITY OR FEDERAL TAX ID #:

ADDRESS: \_\_\_\_\_\_ Street

City, State, Zip

PHONE #: CELL #

NAME & TITLE OF SIGNER:

SIGNATURE

DATE

## **SEALED BIDS SHALL BY OPENED 10:30 AM, TUESDAY AUGUST 18, 2020**

Split Rock River Room, 616 3rd Avenue, Two Harbors, MN 55616

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.

## SITE MAPS









