

Aitkin County Land Department
2016 SILVICULTURAL SITE PREP AND BUCKTHORN CONTROL

NOTICE

AITKIN COUNTY REQUEST FOR QUOTES

Notice is hereby given that sealed quotes will be received by the Aitkin County Land Commissioners until **2:00 PM** on **Friday June 24, 2016**, for "**Site Preparation and Buckthorn Control**" for reforestation efforts on Aitkin County Tax-forfeited lands. Quote specifications may be obtained at the Aitkin County Land Commissioner's office in the Aitkin County Courthouse, Aitkin, MN, 56431-1293 or on the Aitkin County website:

www.co.aitkin.mn.us/Departments/Land/contracts.html.

The County reserves the right to reject any or all bids and to waive any errors or information herein. Bids are accepted by mail, e-mail, or fax if received by the date stated above.

Interested bidders are encouraged to inspect the sites before bidding. Contact the Aitkin County Land Department 218-927-7364.

Dated at Aitkin, Minnesota, June 3, 2016.

Rich Courtemanche
Assistant. Land Commissioner
Aitkin County
209 2nd St. NW; Room 206
Aitkin, MN 56431

218-927-7364 (phone)
218-927-7249 (fax)
acl@co.aitkin.mn.us (e-mail)

**Aitkin County Land Department
2016 Silvicultural Site Preparation and Release Contract**

No.	ForDev#	Twon	Rge	Sec	Area	Treatment
1	2015312	51	27	11	11.2 Acres	Site Prep and Disc Trench
2	2015313	51	27	11	14.5 Acres	Site Prep and Disc Trench
3	2016310	51	27	2,11	17.4 Acres	Site Prep and Disc Trench
4	2016314	52	23	14	12.3 Acres	Site Prep and Disc Trench
5	2016321	50	24	12,13	6.3 Acres	Site Prep and Disc Trench
6	2016324	49	22	10,11	21.5 Acres	Site Prep and Disc Trench
7	2015309	46	27	21	13.9 Acres	Buckthorn Control
8	2016326	43	24	35	19.4 Acres	Site Prep, Buckthorn Control
9	2016315	43	24	35	19.5 Acres	Release 2016 planted spruce
Total					136.0 Acres	

QUOTES DUE INTO THE ACLD LAND DEPT AT 2:00PM, MONDAY JUNE 24, 2016

**THIS QUOTE INCLUDES SALES TAX FOR WHICH I AM RESPONSIBLE TO PAY
TO THE STATE OF MINNESOTA, IF APPLICABLE**

QUOTE PER ACRE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

SIGNED: _____

DATE: _____

Service Agreement
SECTION ONE

THIS AGREEMENT is made and entered into by and between the County of Aitkin, State of Minnesota (County), through the Aitkin County Land Department, (Department), and _____ (Independent Contractor).

RECITALS

WHEREAS, the County, through the Department, wishes to purchase the services of _____ from Independent Contractor; and

WHEREAS, the County and the Independent Contractor mutually agree that services to be performed by the undersigned shall be performed as an Independent Contractor and not as an employee, officer, or agent of the County;

WHEREAS, the Independent Contractor is prepared to perform services for the County;

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, through the Department, and the Independent Contractor agree as follows:

1) Term and Cost of the Agreement

The Independent Contractor agrees to furnish services on behalf of the County during the period commencing _____ and terminating _____.

The Independent Contractor shall be paid a rate of \$_____. The cost of this Agreement shall not exceed \$_____.

2) Services to be Provided

The Independent Contractor is to perform services in accordance with Section Two, "Contract Specifications" and Section Three, "Site Maps." The parties further agree that Sections Two and Three are expressly incorporated into and made a part of this Agreement in all respects.

The Independent Contractor is responsible for inspecting any Agreement sites prior to signing this Agreement and accepts the specified sites as being satisfactory to perform the services of the Agreement without risk to person or property.

The Independent Contractor agrees that it shall furnish all materials, labor,

equipment, tools and other items necessary for the performance of the contractual undertaking that it has assumed herein. The Independent Contractor agrees that it has a substantial economic investment in tangible assets used in performing the services hereunder. Independent Contractor shall serve as the sole employer with respect to any of the employees employed by the Independent Contractor for the performance of the services required hereunder.

The parties agree that the County shall initially designate the work to be performed. It shall also make a final inspection within a reasonable period of time after the Independent Contractor claims that the work has been completed so final payment can be made. All work shall be performed in a workmanlike manner. The work that is to be performed is set out in Section Two. Legal descriptions of the property where work shall be done and site maps are set out in Section Three.

3) **Payment for Services**

Payment for services shall be made directly to the Independent Contractor after completion of services upon the presentation of a claim in the manner provided by law for payment of claims against the County.

4) **Independent Contractor Status**

That at all times and for all purposes hereunder, Independent Contractor shall be an independent contractor and is not an employee, official, or agent of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Independent Contractor to be an employee, official, or agent of the County, and Independent Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Independent Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Independent Contractor and that it is Independent Contractor's sole obligation to comply with the applicable provisions of all Federal and State Tax laws.

Independent Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. The parties agree that the Independent Contractor shall have sole control over the means and manner of performance of the Independent Contractor's obligations hereunder including, but not limited to the method, time, hours, days to be worked and other details of performance (subject to the specifications in Sections Two and Three). The County reserves the right to inspect the job site for the sole purpose of ensuring that the end result shall be or has been accomplished and the specifications of Sections Two and Three met. The County takes no responsibility for the supervision or direction of the performance of any of the services to be performed by the Independent Contractor or of its employees or

subcontractors. Independent Contractor shall serve as the sole employer with respect to any of the employees employed by the Independent Contractor for the performance of the services required hereunder. The County further agrees that it shall exercise no control over the selection and dismissal of the Independent Contractor's employees.

Independent Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

The Independent Contractor shall comply with all federal, state, county or other government regulations or laws, including, but not limited to, the Fair Labor Standards Act, the Wage and Hour Laws, the Occupational Safety and Health Act and the Equal Opportunity laws.

5) **Indemnification and Insurance**

The Independent Contractor agrees it will defend, indemnify and hold harmless the County, its officers, agents, and employees against any and all liability, loss, costs, damages and expenses which the County, its officers, agents, or employees may hereafter sustain, incur, or be required to pay arising out of the Independent Contractor's performance or failure to adequately perform its obligations pursuant to this Agreement.

Independent Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following:

- a) Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' prior notice thereof to the County.
- b) Workers' Compensation Insurance.

The following insurance must be maintained for the duration of this Agreement.

5.1. General Liability Insurance

- 5.1.1 \$500,000 for claims for wrongful death and each person for other claims
\$1,500,000 each occurrence
No less than \$2,000,000 aggregate

5.2. Business Automobile Liability Insurance

- 5.2.1. \$500,000 each person
\$1,500,000 each occurrence
No less than \$2,000,000 aggregate

5.2.2. Must cover owned, non-owned, and hired vehicles.

5.3 Workers' Compensation Per Statutory Requirements

5.3.1. County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder.

Prior to the effective date of this contract, and as a condition precedent to this Agreement, the Independent Contractor will furnish the County with Certificates of Insurance listing the County as a certificate holder. A Certificate of Insurance for each policy must be on file with the County Land Department within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 10-day notice of cancellation, nonrenewal, or material change to all named and additional insureds. The County reserves the right to rescind any agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Independent Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

6) **Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Independent Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

7) **Records-Availability and Retention**

Pursuant to Minn. Stat. § 16C.05, subd. 5, the Independent Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonable deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Independent Contractor and involve transactions relating to this Agreement.

Independent Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8) **Merger and Modification**

a) It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred

to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b) Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9) **Default and Cancellation**

- a) If the Independent Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Independent Contractor's default is excused, the County, through the Department, may, upon written notice, immediately cancel this Agreement in its entirety.

Further, upon the Independent Contractor's default, the County shall have the right to retain the bidder's bond submitted by the Independent Contractor, and to pursue any and all legal remedies.

- b) This Agreement may be cancelled with or without cause by either party upon thirty days' written notice.

10) **Subcontracting and Assignment**

Independent Contractor shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the County through its Land Commissioner or Assistant Land Commissioner, and subject to such conditions and provisions as the County may deem necessary. The Independent Contractor shall be responsible for the performance of all subcontractors.

11) **Nondiscrimination**

During the performance of this Agreement, the Independent Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, sexual orientation or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

12) **Execution**

IN WITNESS WHEREOF, the County has caused this Agreement to be signed by its duly authorized officers and the Independent Contractor has hereunto set its hand.

Dated this _____ day of _____, _____.

INDEPENDENT CONTRACTOR

COUNTY OF AITKIN, MINNESOTA

Contractor Name, Date

Rich Courtemanche,
Assistant Land Commissioner, Date

Print Contractor Name

Contracting Company Name

Address

Social Security or Taxpayer I.D.

SECTION 2
2016 SILVICULTURAL SITE PREP AND BUCKTHORN CONTROL

A. THE INDEPENDENT CONTRACTOR AGREES TO:

1. Provide the County with written proof of workers compensation insurance for all employees before work begins. The Independent Contractor is also responsible for requiring any subcontractors to comply with this requirement.
2. Have a meeting of all the contract workers with the County Forester(s) to review all specifications and explain more detailed specifications at a mutually agreeable time and place before spraying begins.
3. Provide all equipment necessary to complete the job.

B. THE COUNTY AGREES TO:

1. Have a Forester or Forestry Technician available to locate and discuss the layout of each site.
2. Show contract workers where sites are and answer questions concerning boundary location(s).
3. Inspect sites as soon as possible after completion, conduct inspection surveys in a fair and consistent manner, and report the results of inspection surveys to the Independent Contractor's foreman.
4. Provide a copy of the Silvicultural Site Preparation and Buckthorn Control Contract Specifications to the contract foreman and to each contract worker who requests a copy.

C. HERBICIDE AND SITE PREP SPECIFICATIONS

1. Work shall consist of application of chemicals to control weeds that would either:
 - a. Compete with trees that were planted during previous forest reforestation efforts,
 - b. Remove vegetative completion prior to planting by others, of
 - c. Control of invasive species (i.e., Buckthorn)
2. Only the tracts marked on plan maps shall be treated with herbicides, mechanically treated, or a combination thereof.
3. Total treatment area for this Contract is estimated. The County reserves the right to increase or decrease the area without any change in the Contract unit price quote. The accompanying county map and description of the sites show the location of the sites to be treated for the contract.

4. The work shall be completed during the effective “window of opportunity” when the sites are in the growth stage to have adequate “kill” of competing vegetation but after planted conifers have “hardened off.”
5. The Contractor shall furnish all necessary equipment, personnel, herbicides and surfactant to perform the work described herein.
6. The chemicals shall be mixed and applied in strict accordance with the directions given on the label of the herbicide being applied. The Contractor shall be responsible for providing the water.
7. The Contractor shall meet with the County prior to any work being done to clarify all aspects of the proposed work. Scheduling of the meeting is to be done at the Contractor’s convenience by contacting Aitkin County Land Department.
8. The Contractor shall be required to maintain a daily worksheet and daily map for the progress of the spraying operation.
9. Prior to beginning work, **Provider shall submit the chemical manufacturer’s label, as well as safety data sheets of the chemicals they are to use to complete this Contract,** thereby showing compliance with the application methods specified.
10. The Contractor shall protect all adjacent property outside of the treated area of overspray. The Contractor shall be responsible for any damages outside of the treated area. The Contractor shall also protect all other vegetation within the work limits, such as trees and crops that are not noxious weeds, from overspray of the herbicide used.

D. OTHER SPECIFICATIONS

1. CONTRACT TIME AND RECORDKEEPING

- a. Starting date will be on or after July 15, 2016 as weather and vegetative conditions warrant. Work must be completed by September 30, 2016.
- b. An accurate log shall be maintained by the Contractor, listing acres covered, weather conditions including wind speed and direction, temperature and precipitation, total operating hours, delays and quantities of each chemical used. Itemized records shall be submitted to Aitkin County Land Department for approval and payment.

2. PERMITS AND LICENSES

- a. The Contractor shall obtain all necessary permits and licenses necessary to conduct their operations. The Contractor must be a licensed commercial pesticide applicator as required by the Minnesota Department of Agriculture and must provide the County with a copy of the Commercial Applicator’s license.

E. PAYMENT

1. Payment will be made upon completion of the project. Partially completed sites will not be paid for.
2. Payment cutoff dates are monthly and will be given to the contractor upon request. Billings submitted by the contractor must be received by the County ten days before the cutoff date to allow sufficient time for inspection of the sites by the County.
3. Penalties for infractions will be deducted from the quoted price for that site.

Contractor Date

Rich Courtemanche Date
Assistant Land Commissioner

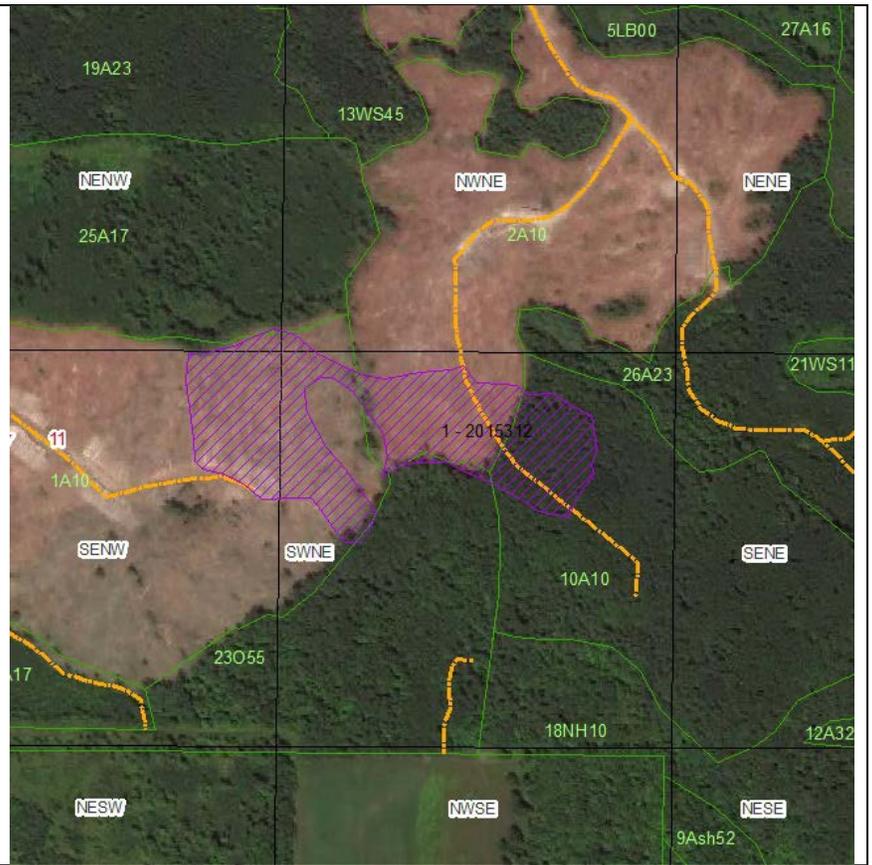
Address

Business Phone Number

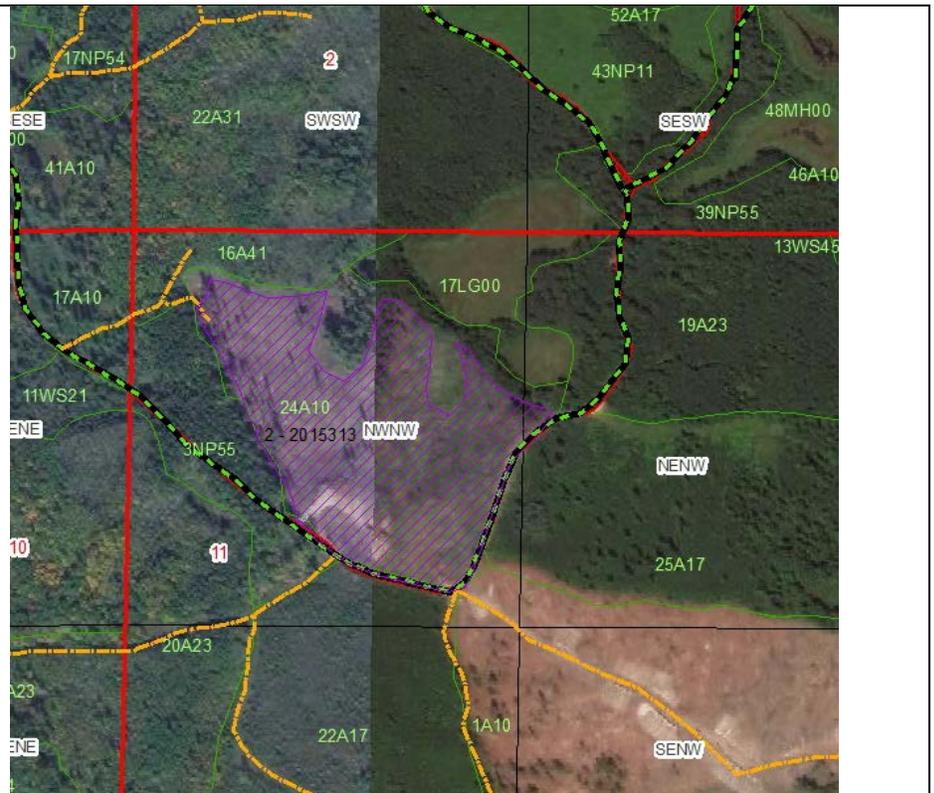
MN Taxpayer I.D. or Social Security Number
(Required)

Section 3: Maps

Site # 1	2015312	Acres	11.2
History	Clearcut 2014-15		
FES	DHC/ WBH (Mapped)		
Soils	Sandy Loam		
Treatment	Site Prep and Disc Trench		
Target Competition	Aspen/Hardwoods		
Desired Chemical	Accord XRT 3.0qt/ac Oust 1.0 oz/ac Surfactant		
Location	Sec 11, 51-27		

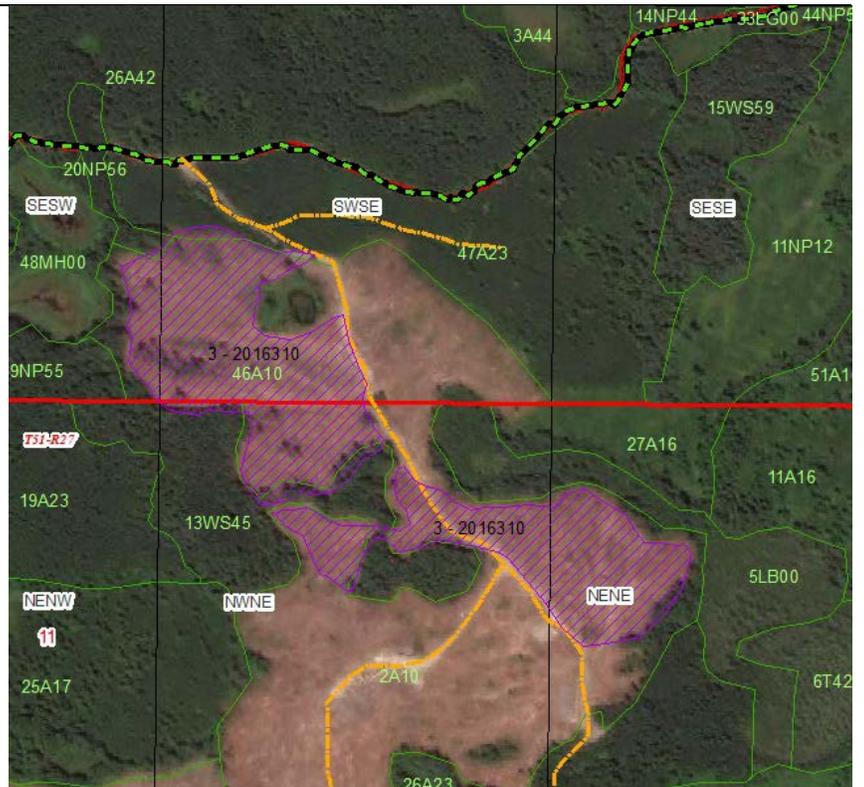


Site # 2	2015313	Acres	14.5
History	Clearcut 2013-14		
FES	DHC/ WBH (Mapped)		
Soils	Fine Loamy Sand		
Treatment	Site Prep and Disc Trench		
Target Competition	Aspen/Hardwoods		
Desired Chemical	Accord XRT 3.0qt/ac Oust 1.0 oz/ac Surfactant		
Location	Sec 11, 51-27		

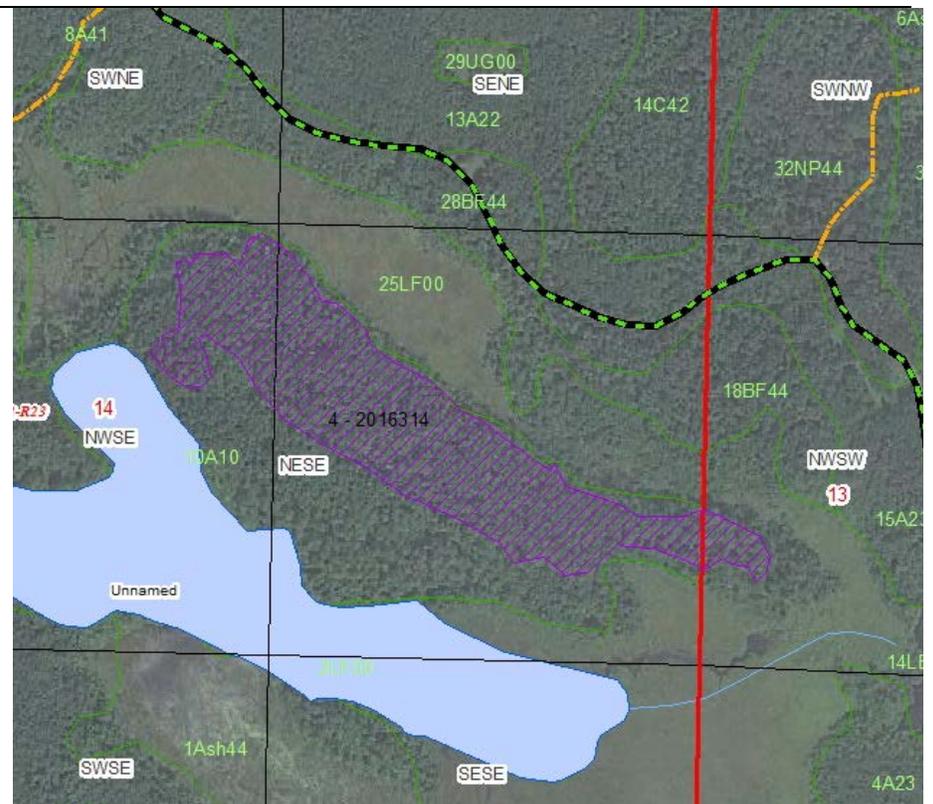


Section 3: Maps

Site #3	2016310	Acres	17.4
History	Clearcut 2013-14		
FES	DHC/ WBH (Mapped)		
Soils	Fine Loamy Sand		
Treatment	Site Prep and Disc Trench		
Target Competition	Aspen/Hardwoods		
Desired Chemical	Accord XRT 3.0qt/ac Oust 1.0 oz/ac Surfactant		
Location	Sec 11, 51-27		



Site #4	2016314	Acres	12.3
History	Clearcut 2015-16		
FES	DMC and WBH		
Soils	Fine Sandy Loam		
Treatment	Site Prep and Disc Trench		
Target Competition	Aspen/Hardwoods		
Desired Chemical	Accord XRT 3.0qt/ac Oust 1.0 oz/ac Surfactant		
Location	Sec 14, 52-23		

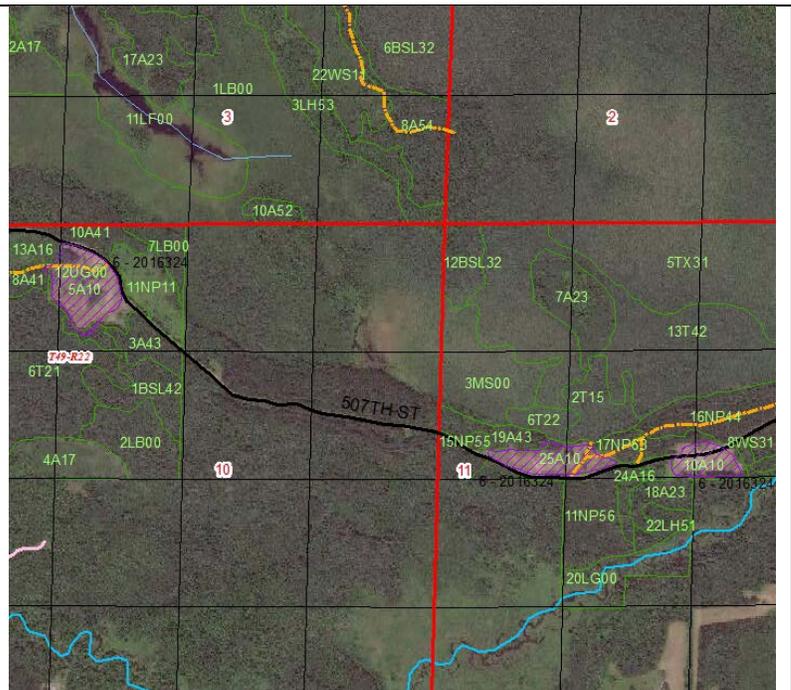


Section 3: Maps

Site #5	2016321	Acres	6.3
History	Clearcut 2015-16		
FES	DHC and WNH		
Soils	Cushing Mahtomedi Complex		
Treatment	Site Prep and Disc Trench		
Target Competition	Aspen/Hardwoods		
Desired Chemical	Accord XRT 3.0qt/ac Oust 1.0 oz/ac Surfactant		
Location	Sec 12&13, 50-24		



Site #6	2016324	Acres	21.5
History	Clearcut 2014-15		
FES	DHC		
Soils	Cushing Mahtomedi Complex		
Treatment	Site Prep and Disc Trench		
Target Competition	Aspen/Hardwoods		
Desired Chemical	Accord XRT 3.0qt/ac Oust 1.0 oz/ac Surfactant		
Location	Sec 10&11, 49-22		

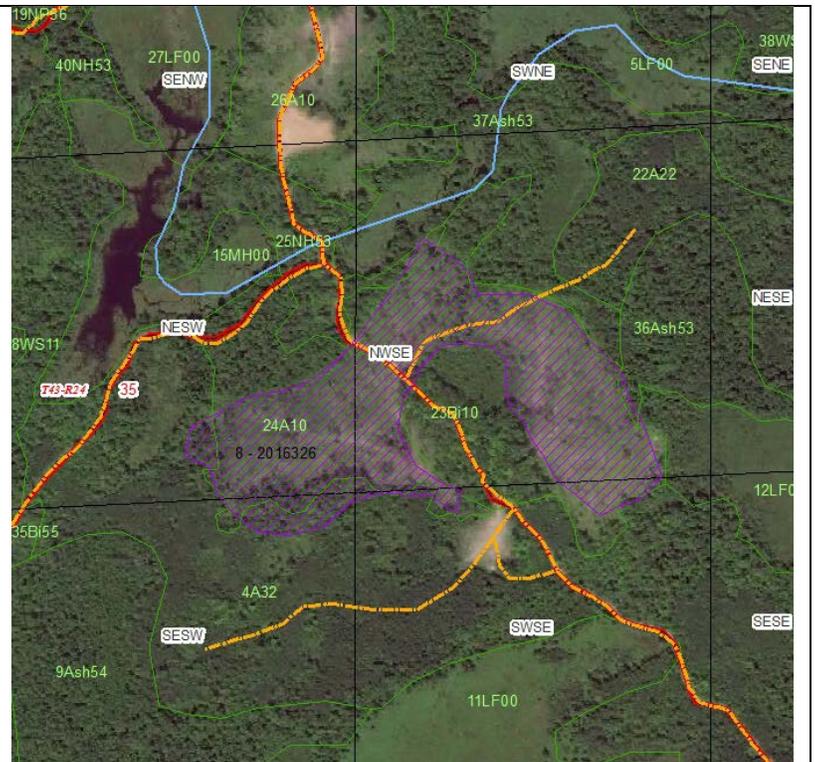


Section 3: Maps

Site #7	2015309	Acres	13.9
History	Invasive Buckthorn		
FES	DHC XHC		
Soils	Organic Soils		
Treatment	Buckthorn Control		
Target Competition	Buckthorn		
Desired Chemical	3.0 qt /ac Garlon XRT Forestry		
Location	Sec 21, 46-27		



Site #8	2016326	Acres	19.4
History	Clearcut 2014-15		
FES	MMH and DHC		
Soils	Sandy Loam		
Treatment	Site Prep and Buckthorn Control		
Target Competition	Aspen Hardwoods Buckthorn		
Desired Chemical	3.0 qt /ac Garlon XRT Forestry		
Location	Sec 35, 43-24		



Section 3: Maps

Site #9	2016315	Acres	19.5
History	Clearcut in 2015		
FES	MMH		
Soils	Sandy Loam		
Treatment	Release		
Target Competition	Aspen competition		
Desired Chemical	1.5 qt /ac Garlon XRT		
Location	Sec 35, 43-24		

