

NOTICE
AITKIN COUNTY REQUEST FOR QUOTES

The Aitkin County Land Department is requesting quotes on a per acre basis for the pruning of trees in plantaions to improve wood quality, until **2:00 PM, Wednesday, August 9, 2017**. Quote specifications may be obtained at the Aitkin County website, www.co.aitkin.mn.us/Departments/Land/contracts.html, or the Land Commissioner's office, 209 2nd Street NW, Room 206, Aitkin, MN 56431.

Interested parties are encouraged to inspect the sites before bidding. Maps and aerial photographs are available for viewing and printing on the Land Department website: www.co.aitkin.mn.us then go to **Departments, Land, and Contracts**. You may also contact the Aitkin County Land Department 218-927-7364 for site inspections or more details on Contract Specifications, maps, and aerial photographs.

Quote to be mailed to the Aitkin County Land Department with “TREE PRUNING QUOTE” clearly marked on the front of the envelope. Envelopes without the words “TREE PRUNING QUOTE” clearly marked on the envelope may not be considered an acceptable quote.

Dated at Aitkin, Minnesota, July 17, 2017.

Richard Courtemanche
Assistant Land Commissioner

209 2nd St. NW
Aitkin, MN 56431
(218) 927-7364

**Aitkin County Land Department
2017-2018 Tree Pruning Contract**

Site #	Sec	Twn	Rge	Descrip	Acres	Target Species
1	2	48	26	W NE	7.0	White Pine
2	9	51	23	E SE	6.8	Red & White Pines
3	18	51	23	N NE	5.0	Burr Oak
TOTAL ACRES					18.8	

2017-2018 PRUNING BID MUST INCLUDE ALL SITES AND INCLUDES ALL APPLICABLE COSTS

**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.

**Aitkin County Land Department
2017-2018 Tree Pruning Contract**

**SECTION 2
CONTRACT SPECIFICATIONS**

INSURANCE:

The County requires the following insurance:

WORKER'S COMPENSATION

The contractor, and any subcontractors, shall provide Worker's Compensation insurance for all employees in accordance with statutory requirements. Successful bidder shall furnish a certified copy of his or her insurance to the Aitkin County Land Commissioner prior to starting date.

SPECIAL PROVISIONS OR REQUIREMENTS:

Failure to complete the work on time.

The liquidated damages for failure to complete the work on time, the following schedule of per diem deductions shall apply:

SCHEDULE OF DEDUCTIONS

ORIGINAL CONTRACT AMOUNT	CHARGE PER CALENDAR DAY
\$ /acre	\$75.00

PARTIAL PAYMENTS

1. Partial payments cannot be made under this Contract.
2. All mileage, equipment, materials, and labor necessary for the successful completion of this project shall be included in total price per acre.

BASIS OF PAYMENT

1. Payment for the project shall be made on the following basis:
Payment will be made on each bill submitted upon county forester's approval of bill.

A. GENERAL

1. These stipulations shall govern the pruning of pine on County land for the locations listed on this form.
2. Quotes to be taken and payment will be made on a price per acre basis.
3. All deliveries hereunder shall comply in every respect with all applicable laws of the Federal Government and/or the State of Minnesota.
4. This contract may begin on October 1, 2017 and shall terminate on March 31, 2018. Aitkin County may extend the contract period for such reasons as adverse weather or other good and sufficient reasons. All extensions must be granted in writing in offer to be valid.
5. Pruning may start after the starting date and after the awarding of the contract, upon approval by the County Board.
6. Payment shall be made to the contractor only upon satisfactory completion of the contract subject to the specifications and penalties described.
7. Pruning may be done on all seven days of the week. Contracts may not be started on the weekends or holidays.

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2017-2018 Tree Pruning Contract**

B. THE COUNTY AGREES TO:

1. The site Forester will be available to locate and discuss the layout of each site and will meet with Contractor to identify criteria for crop tree determinations.
2. Provide maps either digital or printed to assist in the location of the stands to be treated.

C. THE CONTRACTOR AGREES TO:

1. Hire, supervise, pay, have adequate Worker's Compensation, social security, required insurance coverage for labor, provide appropriate safety measures based on relevant OSHA standards; have a foreman on site (especially during inspections) and transport the crew, this includes any and all subcontractors.
2. Contractor must receive written authorization from Aitkin County to subcontract any part of this contract.
3. Return county equipment used by Contractor in as good condition as when received, normal wear expected.
4. Attend a Pre-Pruning Meeting with the Forester in charge.

D. PRUNING REGULATIONS:

1. Each species will be pruned in the proper areas so designated on the map for the site. Each acre shall have trees pruned at spacing as specified for each site in the quote list. Spacing adjustments may be made by the Forester as needed.
2. All requirements shown on the maps and supplemental information, if any, are also considered contract specifications.
 - a. Pruning is defined as removing all or parts of selected branches or leaders from selected crop trees to increase growth and improve the quality of wood products.
3. Pruning criteria of Red Pine to produce clear logs:

Note: Crop tree determination will be agreed upon with Forester for the site in a Pre-Pruning Meeting, which is required prior to starting the contract

Height and Spacing –

 - a) Red Pine: Prune to a minimum of 17 feet to provide a clear 16-foot butt log with trim allowance. Pruning higher than 17 feet is allowed and encouraged. Prune a selected crop tree approximately every 30'. The target number is to have approximately 50 crop trees per acre.
 - b) White Pine: Prune the bottom 1/3rd of all white pine on site to reduce the acceptability of the tree to disease and to provide clear wood zone on each tree.
 - c) Burr Oak: Prune the bottom 1/3rd of dominant burr oak trees. Spacing to be every 16'. The target is 130 trees per acre.

Limit –

 - a) Remove no more than one-third of the live crown in a single operation.

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2017-2018 Tree Pruning Contract**

- b) Cuts - Make cut flush with trunk for rapid healing.
 - c) Limb Size - Remove limbs when they are 2 inches in diameter or less. Wounds from limbs larger than 2 inches seldom heal properly
4. In stands determined by the county forester, each pruned tree shall have a 16D common nail partially driven (provided by the contractor) into the tree at ground level on the north side of the tree.

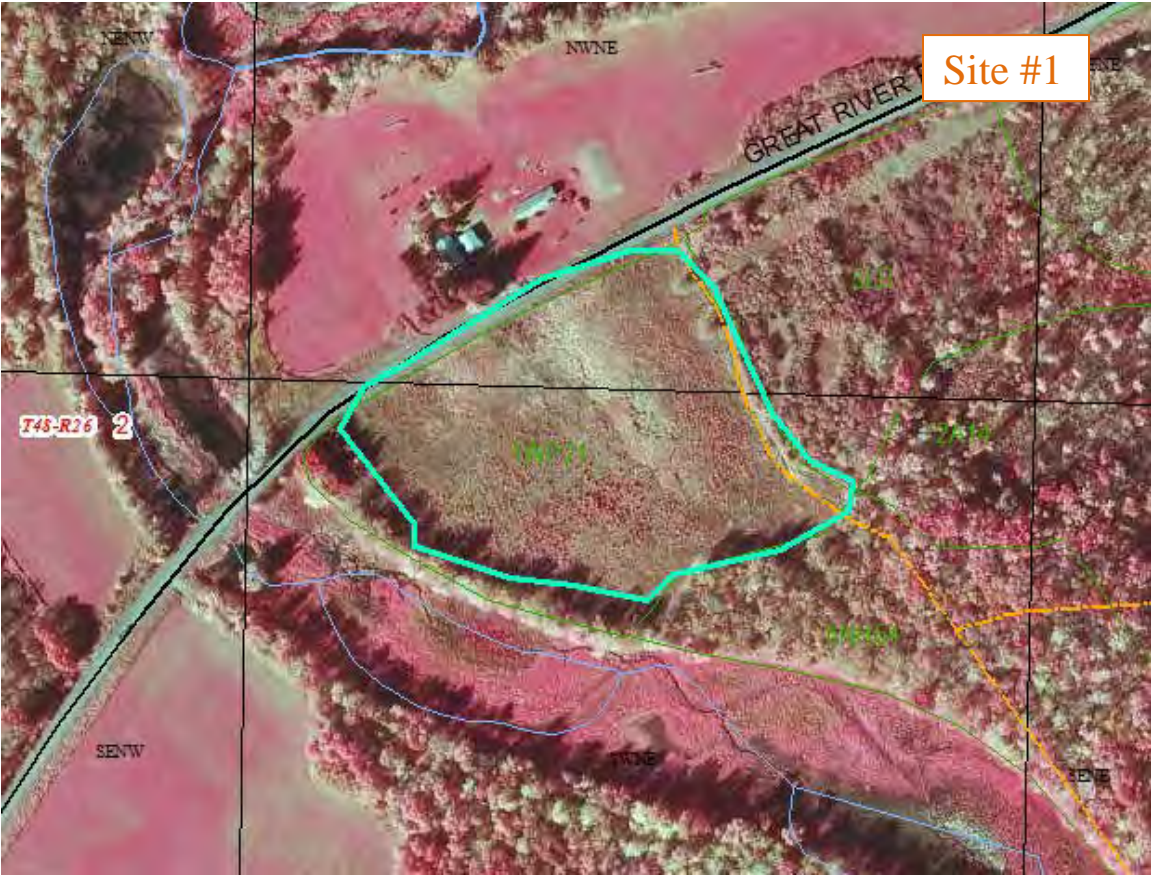
E. INSPECTIONS AND PENALTIES:

- 1. Pacing will be used to determine the distance between pruned trees.
- 2. Incorrectly pruned trees or pruning resulting in unacceptable damage to crop trees may result in penalties. No damage to crop trees is expected.
- 3. The number of satisfactorily pruned trees must range from 10% below to 10% above the target number per acre for the tract.
- 4. For each workday required to complete the contract after the termination date or any extension thereof, a sum of \$75.00 will be deducted.
- 6. This contract can be terminated by the County Forester in charge in writing for just citing reasons.

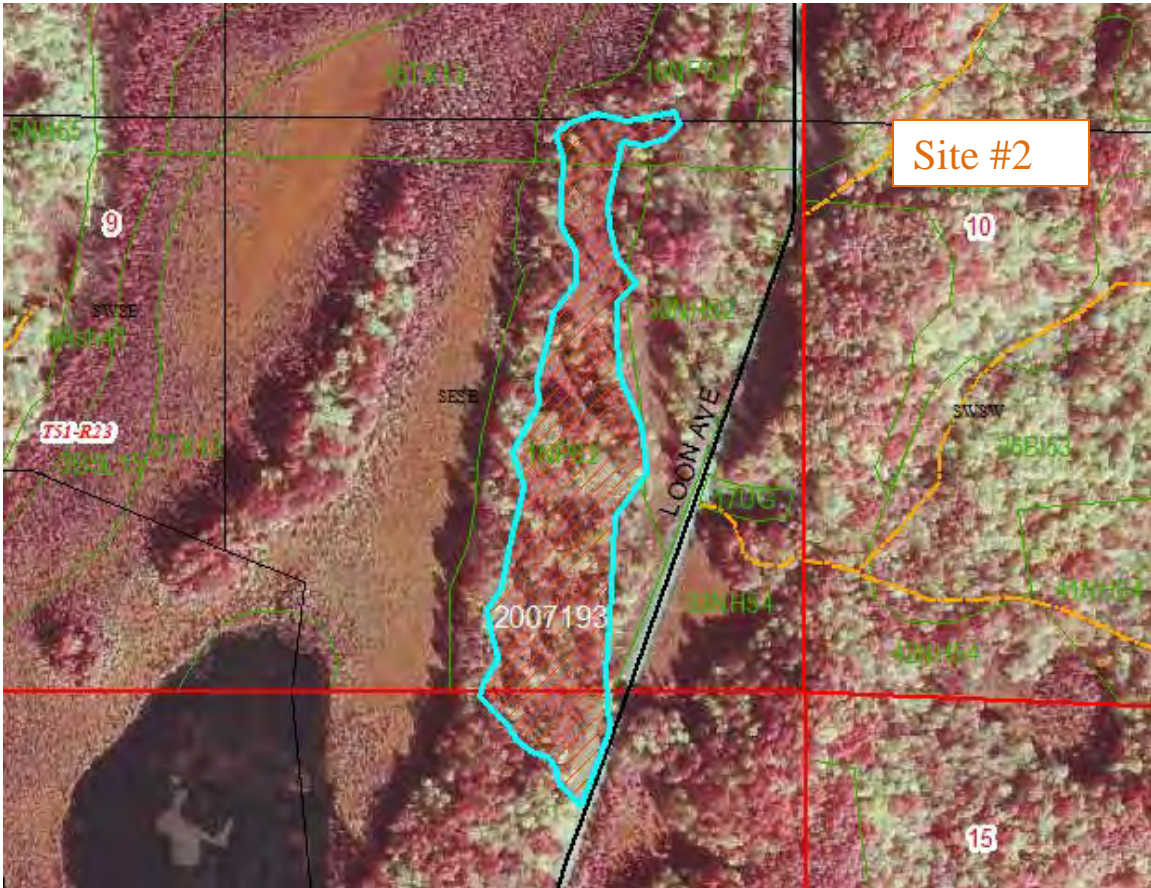
F. ADDITIONAL INFORMATION AND SPECIFICATIONS:

- 1. Each tract will be inspected as a separate unit and not averaged with other units for acceptance.
- 2. Contractors are encouraged to inspect the pruning sites before entering a quote.
- 3. The County reserves the right to reject any or all quotes.
- 4. The County does not guarantee to any successful low bidder the exact number of acres quoted upon within this contract.
- 5. No bid bond will be required for this contract.

Section 3 – Maps for Tree Pruning Contract 2017



Site 1 : ≈7.0 ac, Target Species: White Pine, Sec 2 Twp 48 Rge 26



Site 2 : ≈6.8 ac, Target Species: Red and White Pine, Sec 9 Twp 51 Rge 23

Section 3 – Maps for Tree Pruning Contract 2017



Site 3 : ≈5.0 ac, Target Species: Burr Oak, Sec 18 Twp 51 Rge 23

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TOTAL ACRES					18.8	

2017-2018 PRUNING BID MUST INCLUDE ALL SITES AND INCLUDES ALL APPLICABLE COSTS

**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: _____