



**Matt Detjen**  
**Wright County Division of Agriculture & Drainage**

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**Request for Quotes for Tree Removal on Joint Ditch #15**

**Joint Ditch #15 Tree Removal**

The Wright County Division of Agriculture and Drainage is seeking quotes for the removal of trees and other wood species for a section of Joint Ditch #15 located in the Southwest portion of Wright County (Stockholm Township) totaling 1,300 linear ft. The section where tree removal will take place is shown in the attached maps and includes both the north and south side of the ditch.

**Bids Specifications**

Removal of trees and other woody species along both sides of the open ditch as specified on the attached map.

1. Tree removal for 1,300 linear ft as shown in the attached map. Final payout will be after all work is completed and as inspected by Wright County. All specified work to be completed **by March 18<sup>th</sup>, 2022**
2. Removal of all woody species and trees for 20ft along on **both sides** of the ditch measured from the top (crown) of the bank. All trees along the inslope must to be removed as well. All trees within the 20ft as a vertical wall will need to be removed which includes trees leaning within the 20ft and within the ditch banks.
3. All cut stumps must be cut to a height no higher than 4 inches on the top of bank, and 12 inches on the inslope.
4. All Brush/trees to be removed from the site and or burned/buried at landowners' discretion. If the contractor is planning on mulching trees, they must follow the mulching specifications listed. The landowners' contact information can be provided upon request.
5. Trees over 6 inches are not to be grubbed (pulling out of roots) on of the inslope of the ditch bank.

6. Trees over 6 inches in diameter on the top of ditch bank to be cut/ground and the stumps treated to prevent regrowth within 8 hrs. of cutting. We require the contractor to use *Pathway*® from *Corteva* or an alternative herbicide for stump treatments with similar active ingredients as approved by Matthew Detjen.
7. All dead trees and brush already located in ditch shall be removed.
8. Grinding of trees/brush on inslope and top of banks is allowed. Chips can be left on site at a maximum depth of no more than 3 inches or hauled away at the contractor's discretion. Stumps need to be ground down to within 4 inches of grade and treated as reference in Item #6 to prevent regrowth. Ground debris in the channel must be removed. Ground debris on the buffer area must be spread to a depth not to exceed 3 inches.
9. Please note that Wright County is classified as an Emerald Ash Borer Quarantine Area by the Minnesota Department of Agriculture. Transportation of any woody species outside of Wright County must adhere to MDA quarantine restrictions and guidelines.

**Additional information**

1. Contractor is responsible for all utility locates, and must provide copy of tickets
2. Wright County requires contractors to provide information on the type of herbicide that will be used on the project for approval from Wright County.
2. 10% of accepted bid to be withheld as a retainage until the work is inspected and approved by Wright County.
3. Contractor should provide a Certificate of Liability Insurance listing Wright County as an additionally insured party.
4. Please list a final price per foot for tree removal on your bid

**Mulching Specifications:**

1. If mulch is left in the ditch buffer, that area must be disked prior to final payment to prepare for a seed bed.
2. Mulch thickness in the buffer area can be no greater than 3 inches in depth

## TERM OF CONTRACT

The bidder shall complete the work described herein by the date listed in the table for each ditch section, or for the entire project by March 18th, 2022. Failure to timely complete the work shall result in a penalty assessment of \$250.00 per day. Adjustments to the schedule will be considered for extreme weather conditions.

## INSTRUCTION TO BIDDERS

- 1) All bids must be clearly written in ink or typewritten.
- 2) All bids must be signed by an officer of the company.
- 3) All bidders must have a minimum \$2,000,000 insurance and liability policy. Proof of Insurance must accompany the bid.
- 4) **INDEMNIFICATION/INSURANCE.** The successful bidder agrees to protect, defend, indemnify and hold Wright County, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to the contracted work. **The successful bidder is required to procure liability insurance in the amount of \$2,000,000 and name Wright County as an additional insured.** The successful bidder may supplement liability coverage with the use of a Liability Umbrella policy to stack limits of coverage. Proof of such insurance shall be furnished to Wright County prior to conducting any work on CD 10 and shall be maintained throughout the period that the successful bidder is working on CD 10. Such insurance shall be evidenced by an insurance certificate supplied to the Wright County Drainage Authority for CD 10 by naming Wright County as an additional insured.
- 5) Worker's Compensation. Prior to commencement of Contract term, the successful bidder may be required to submit a signed statement to the County evidencing compliance with the Worker's Compensation insurance coverage requirement of Minn. Stat. § 176.182 set forth in pertinent part herein:

M.S. 176.182 BUSINESS LICENSES OR PERMITS: COVERAGE REQUIRED.

...Neither the state nor any governmental subdivision of the state shall enter into any contract for the doing of any public work before receiving from all other contracting parties acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subdivision 2.

In any case where subcontracting is approved, the bidder shall require the subcontractor to provide worker's compensation insurance, all in accordance with statutory requirements. Evidence of subcontractor's insurance shall be filed with the County.

- 6) If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within 30 days before resorting to litigation or some other dispute resolution procedure.
- 7) Contractor is responsible for following all OSHA requirements.
- 8) The bid envelope shall be addressed to **3500 Braddock Ave. NE Room 125 Buffalo, MN 55313.**

## **TERMS REQUIRED UNDER MINNESOTA LAW**

The following provisions are required under Minnesota Law and will be incorporated into the final agreement between the parties:

**Data Practices.** The [Insert Contractor Name] agrees to comply with the Minnesota Government Data Practices Act (the “Act”) and all other applicable state and federal laws relating to government data. The requirements of Minnesota Statutes, Section 13.05, subdivision 11, apply to companies or individuals who perform a government function. The [Insert Contractor Name] and any of [Insert Contractor Name]’s sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalty for non-compliance as though they were a governmental entity. [Insert Contractor Name] will immediately report to the Client any requests from third parties for information relating to this Contract. The Client agrees to promptly respond to inquiries from [Insert Contractor Name] concerning data requests. [Insert Contractor Name] agree to hold the Client, its officers, and employees harmless from any claims resulting from [Insert Contractor Name]’s unlawful disclosure or use of data protected under state and federal laws, regardless of the limits of insurance coverage.

**Compliance with the law.** (A.) [Insert Contractor Name] agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A) and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e).

(B). [Insert Contractor Name] will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which [Insert Contractor Name] agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event [Insert Contractor Name] has questions concerning these requirements, it should request necessary clarifications from the County. Violation of any of the above laws can lead to termination of this Contract.

A. **Insurance Requirements:** The Successful Contractor shall comply with the insurance requirements set forth in **Exhibit A**, attached to this request for proposes and incorporated herein by reference and shall list the County of Wright as an additional insured on all insurance policies required herein.

# EXHIBIT A

## INSURANCE REQUIREMENTS

Successful Contractor shall procure and maintain for the duration of the contract, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Successful Contractor, its agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:
  - a. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
  - b. Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
  - c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If the Consultant's employment is an excluded employment under Minn. Stat. § 176.041 and the Consultant elects not to purchase workers' compensation coverage, the Consultant shall provide the Partnership with a written waiver of workers' compensation coverage in a form acceptable to the Partnership. The Consultant agrees that under no circumstances shall the Partnership be responsible for workers' compensation for injuries suffered in connection with this Agreement.
  
2. Minimum Limits of Insurance: Successful Contractor shall maintain **NO LESS THAN** the following limits of insurance:
  - a. Commercial General Liability Insurance, and if necessary, Commercial Umbrella Liability:
    - \$2,000,000 each occurrence
    - \$2,000,000 annual aggregate
  - b. Business Automobile Liability and if necessary, Commercial Umbrella Liability:
    - \$1,500,000 each accident for bodily injury and property damage
  - c. Employers Liability:
    - as required by the State of Minnesota

- d. Professional/Technical Liability or Errors and Omissions:
  - \$2,000,000 per claim
  - \$2,000,000 annual aggregate
- 3. Deductibles and Self-Insurance: Any deductibles or self-insurance retention must be declared to and approved by the County.
- 4. Additional Insurance Conditions:
  - a. Successful Contractor 's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the County. The County's insurance or self-insurance program shall be excess of Successful Contractor 's insurance and shall not contribute to it. Successful Contractor 's coverage shall contain no special limitations on the scope of protection afforded to the County and its agents, officers, directors, and employees. This section 4(a) shall not apply to Successful Contractor 's workers' compensation coverage.
  - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Partnership or its officers, officials, employees or volunteers.
  - c. Each insurance policy required by this clause shall not be cancelled, materially changed or not renewed without thirty day notice thereof to the County.
  - d. Successful Contractor shall either include all subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor where applicable. All coverage for subcontractors shall be subject to all the requirements stated herein.
  - e. Each insurance policy shall include an endorsement or policy provision that waives any claim or right in the nature of subrogation to recover against the Partnership and its agents, officers, directors, and employees.
  - f. Successful Contractor must obtain insurance policies from insurance companies having an "AM BEST" rating of A:VII or better and authorized to do business in the State of Minnesota.
- 5. Verification of Coverage:

Successful Contractor shall provide the County with certificates of insurance and original endorsements showing that Successful Contractor has each type of insurance coverage and limits required under this contract. All certificates and endorsements are to be received and approved by the County before work commences.



# Bid Submittal

Please submit all quotes **by January 14th, 2022, by 2:00pm** to the Wright County Agricultural & Drainage Coordinator. Contractors' deadline for questions is January 13<sup>th</sup>, 2022, at 4:30PM. The tentative date for contract approval is January 17<sup>th</sup>, 2022. Please title the quote "*Joint Ditch #15 Tree Removal*". All proposals not received by this deadline will not be accepted. Electronic proposals are acceptable. Wright County retains the right to conduct interviews prior to accepting the final proposal. Wright County has the right to accept/reject any and all quotes.

**Matthew Detjen, Agricultural & Drainage Coordinator**

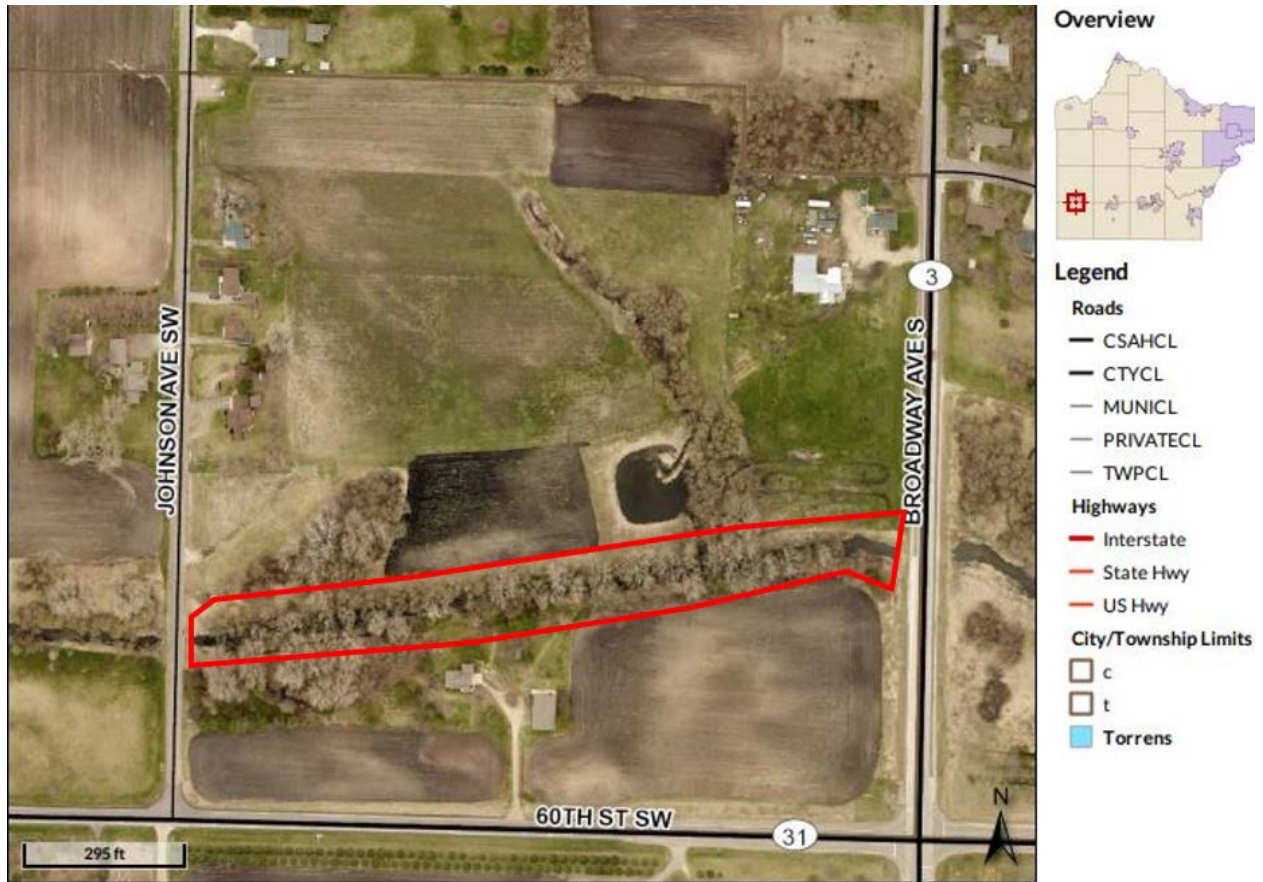
**3500 Braddock Ave. NE  
Room 125  
Buffalo, MN 55313**

**[Matthew.Detjen@co.wright.mn.us](mailto:Matthew.Detjen@co.wright.mn.us)**

**Work Number: 763-682-757**

**Cell: 763-406-6746**

# Tree Removal Map



\*\*\*Area where trees are to be removed is shown in red

**Bid Form**  
**Joint Ditch #15 Tree Removal**

ATTN: Matt Detjen

Wright County Agricultural Supervisor

Joint Ditch #15 Tree Removal

3500 Braddock Ave. NE Room 125 Buffalo, MN 55313

The undersigned have familiarized themselves with the local conditions affecting the cost of the work and within the project documents as prepared, and hereby proposed and agrees to furnish all labor, materials, equipment, and services required to complete the project, for the following amount:

**Base Bid – Pay Items**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>
Mobilization	Job	1		
Tree Removal	LF	1,300ft		

Signature: \_\_\_\_\_