



Burnett County Forest & Parks

8150 State Road 70, Siren, WI 54872-9007
(715) 349-2157
FAX #: (715) 349-5677



2019 Contract Tree Planting

The Burnett County Natural Resources Committee will accept bids for the hand planting of 50,000 red pine (2-0) containerized seedlings on 57 total acres. Bids will be received and awarded on a per acre basis. Use the attached bid form.

Bids must be received by February 13, 2019, 4:30 p.m. at the Burnett County Forest and Parks Office. Bids will be opened February 14, 2019 at the Natural Resources Committee Meeting.

Only bids on the entire 57 acres will be considered. Of the 57 acres, 16 acres have been furrowed, and 41 acres have been power disc trenched. Trees will be planted at 6' spacing and all planting will be done in light, sandy soils.

Planting must be completed between April 1, 2019, and May 3, 2019 when the ground is no longer frozen. Burnett County will deliver seedlings to the planting site, and will inspect planting performance to determine the final payment. The Contractor will **"NOT BE REQUIRED"** to perform any seedling preparation, root pruning or, culling. A sample contract and a copy of site maps are attached.

The successful bidder must sign the contract, provide a certificate of Worker's Compensation Insurance and post the required bond or an irrevocable letter of credit of \$2000.00 by March 15, 2019. The Contractor must also comply with both federal and state migrant labor laws and provide proof of registration in Wisconsin.

The Contractor will supply a field supervisor who will be the responsible agent for the contract. The field supervisor will be on the planting site and responsible for regular inspection of the stock and planting methods, as well as supervising the employees of the contractor. In addition, the contractor shall have, at a minimum, a crew of 10 planters. No group camping on the site or on County Forest will be permitted.

Burnett County reserves the right to reject any or all bids or to accept the bid most advantageous to Burnett County.

For more information, please contact Jason Nichols, Burnett County Forest Administrator.

2019
BURNETT COUNTY FOREST CONTRACT TREE PLANTING
HAND PLANTING BID FORM

NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS: _____

BID PRICE PER ACRE:

57 Acres of planting \$ _____ Per/Acre

TOTAL BID PRICE FOR PLANTING ENTIRE 57 ACRES: \$ _____

If you do not bid but wish to remain on this mailing list please notify this office.

RETURN BY: February 13, 2019
By 4:30 P.M.

TO: BURNETT COUNTY FOREST
8150 State Road 70
SIREN WI 54872
(715) 349-2157

TREE PLANTING CONTRACT - 2019

AGREEMENT made this ____ day of February 2019 between BURNETT COUNTY FOREST, (THE COUNTY) at 8150 State Road 70, Siren, WI 54872, and _____ having a place of business at _____ . (THE CONTRACTOR).

WITNESSETH: The Contractor agrees to perform tree planting for the County during the period from April 1, 2019 to May 3, 2019, and the County agrees to pay the Contractor for his services, upon terms and conditions hereafter stated.

A. AGREEMENT FOR SERVICES:

The Contractor agrees to plant approximately 50,000 trees on 57 acres at \$_____ per acre. Payment of \$_____ minus any adjustments, will be made within 30 days of invoice date if the job is done according to contract.

The Contractor agrees to perform the aforesaid services in accordance with sound forestry practices and in conformance with the specifications for treatment, placing and planting of seedlings as set forth herein.

B. THE COUNTY AGREES TO:

1. Provide and deliver planting stock without cost to the Contractor at a designated place.
2. Make inspection on a regular basis or at the request of the Contractor.
3. Inspect the planted trees to determine compliance with instructions and specifications before any payment is made.

C. THE CONTRACTOR AGREES TO:

1. Provide Burnett County with a Certificate of Worker's Compensation Insurance by March 15, 2019.
2. Deposit cash in the amount of \$2000.00 with the County or provide the County with a performance bond or irrevocable letter of credit in the amount of \$2000.00 by March 15, 2019, to be held until the completion of all conditions of this contract to the satisfaction of the County. If the County determines there is a breach of any condition, then at the discretion of the County, all of the deposit or performance bond or any portion thereof shall be forfeited to the County. The County shall return the deposit or performance bond within 30 days of satisfactory completion of the contract by the contractor.
3. Hire, transport, provide tools, supervise and pay for the labor required.

4. Accept responsibilities for the care and storage of the seedlings after they have been delivered to the site.
5. Contractor agrees to follow the County's criteria for tree preparation, handling, and planting the seedlings. The Contractor further agrees to allow the County to adjust the final payment price using the criteria and methods described below. Each site will be inspected and information collected on inspection sheets.
6. Seedlings will be planted in the proper areas as designated by the attached maps. Payments will use the acreage listed on each map.
7. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all federal and state laws applicable to the business of Contractor and the work to be done hereunder, including, but not limited to, the Fair Labor Standards Act, the Social Security Act, the National Labor Relations Act, the Internal Revenue Act of 1954, the Occupational Safety and Health Act, the Migrant and Seasonal Agricultural Worker Protection Act, the federal and state unemployment compensation acts, state worker's compensation laws and other applicable health, safety, minimum wage, income tax withholding, and licensing laws and all amendments thereto and regulations thereunder which may from time to time exist. Contractor shall furnish to the County such evidence of compliance with the laws above described as the County may request from time to time. The Contractor and their agents will not camp on the site on County Forest Lands during this period. Before planting begins contractor must provide proof of registration with Wisconsin Department of Workforce Development to operate a migrant labor crew in the State of Wisconsin in 2017. The Contractor also agrees to comply with Wisconsin Migrant Labor Law (WI STAT 103.90-103.97), Wisconsin Admin. Code for Migrant Labor (DWD 301), to employ workers who have each signed a Wisconsin Migrant Labor Work Agreement, and to refrain from operating an uncertified migrant labor camp in Wisconsin.
8. **AFFIRMATIVE ACTION:** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

D. SEEDLING HANDLING, AND PLANTING CRITERIA:

The purpose of this section is to identify and to describe the seedling handling and field-planting criteria that the County believes will lead to a successful planting effort with high survival levels. These same criteria will be used to evaluate the seedling handling and field planting performance of the Contractor and subsequently to determine the penalties or adjustments that will be made to the Contractor's bid price. Payment for seedlings planted on any one planting site is independent from other site and will be determined by evaluation of the Contractor's performance in handling and planting the seedlings. Each planting site will be evaluated separately and a final payment price determined for that site.

1. SEEDLING HANDLING:

- a. The Contractor accepts responsibility for the handling and care of all seedlings at the planting site. All seedlings will be stored out of the sun's direct rays, be covered, and yet receive adequate ventilation. Seedlings will be protected from drying winds and from freezing at all times. Contractor shall notify the County promptly if dried, frozen, injured or moldy seedlings are observed. Seedlings should be planted on a schedule so that no seedlings will remain unplanted for more than 30 hours after field delivery to the Contractor. The County will arrange for field delivery of seedlings.
- b. NO root pruning will be done by the planting contract crew. Culling of damaged and unacceptable trees will be done by the contract crew under direction from the County.
- c. Seedlings will be dipped in water before being placed in a waterproof planting bag carried by the planter.
- d. During planting, planters will carry no more than 5 seedlings in their hand outside of the carrying bag.
- e. Empty bundle wrappers, crates, or bags shall be neatly piled together for convenient pickup and disposal.
- f. A **mishandling charge of \$.25/seedling** will apply to all seedlings not handled in compliance with the above specifications.
- g. The County may at any time during planting randomly inspect the contents or count the number of seedlings in any crew member's planting bags.

2. FIELD PLANTING:

Each site will be evaluated for compliance with the following specifications by at least 1 forester from either Burnett County Forest or the Wisconsin Department of Natural Resources after planting has been completed on each site. Contractor may accompany the forester(s) during the field evaluation.

The percentage of seedlings planted satisfactorily will be estimated by the forester(s) conducting the site evaluation and will be calculated by using a representative sample of the seedlings planted. A minimum sample size of 2% of the planted seedlings will be examined for compliance with the above-ground criteria. Seedlings will be selected from throughout the planting site so as to obtain a representative sample. Within this sample, 10% of the seedlings will be carefully dug and inspected for compliance with the below-ground criteria. A violation of any one of these above or belowground criteria will cause the planted seedling to be considered unacceptable. An acceptable seedling will meet the following criteria (a-h).

Above-Ground-Criteria

- a. The seedlings will be planted in each scalped spot or in each furrow/trench at the specified distance between seedlings in the furrows/trench's.
- b. Trees will be planted in the geometric center of each scalp or along the centerline of each furrow or trench.
- c. All trees will be planted so that the root collar will be within 1/2" of the packed soil surface. **(Soil around green needles is not acceptable.)**
- d. **Each seedling will be firmly packed in the soil.** Packing will be done with the dibble, spud, planting bar, or hoedad. Merely packing with the foot is unacceptable. The firmness of packing will be checked by pulling vertically on the seedling using several needles. If the needles break or separate and the seedling does not loosen or pull out, the packing is acceptable. If the seedling pulls out, the packing is not firm enough and the seedling will be considered not planted properly.
- e. **Seedlings will be planted in a natural upright position. Trees will not lean more than 20 degrees from vertical.**
- f. Seedlings with tree roots exposed to the air or with air pockets or planting holes not properly closed will be considered not acceptable.

Below-Ground-Criteria

- g. **Roots will be placed straight in the ground** (no J, L, or U root patterns). Taproots or lateral roots will not be twisted or balled up. Only soil will be packed around the seedlings roots, not leaves, grasses, needles, or other non-soil materials.
- h. Trees with root damage or no lateral roots will not be planted. Trees not meeting cull standards will not be planted. No root pruning will be done by the field planters.

E. CONTRACT PRICE ADJUSTMENT PROCEDURE

1. The following procedures will be used to adjust the contract price paid for planting.

The sampling procedure will determine for each site the percentage of planted seedlings that satisfactorily meet the planting criteria (Section D 2). A field inspection report will be prepared to record acceptable and unacceptable seedlings examined for each site. If the percentage of seedlings planted satisfactorily is greater than or equal to 95%, there will be no price adjustment made for Field Planting criteria violations.

If the percentage of seedlings planted satisfactorily is less than 95%, a price adjustment will be subtracted from the contract bid price. The Contractor will be paid at the rate calculated by multiplying the percent of seedlings satisfactorily planted with the Contractor's bid price. Additional deductions for seedling handling violations may also be subtracted to determine the final payment for each site. The final payment to the Contractor will be the sum of the adjusted payments for all sites.

2. If Contractor fails to complete contract by given contract deadline, a penalty of 5% reduction/late day shall be assessed toward the entire contract price. Contractor must complete entire contract for full payment.

3. OTHER:

This contract may be cancelled or postponed at anytime, if in the opinion of the County, weather conditions are not favorable for planting or initial survival of the seedlings.

Trees to be planted are 2-0 Red Pine (Containerized).

The Contractor will supply a field supervisor who will be the responsible agent for the contract. The field supervisor will be on the field site and responsible for regular inspection of the stock and planting methods, as well as the employees of the contractor. In addition, the contractor shall have at a minimum a crew of 10 planters.

The Contractor will maintain a phone number where County representatives can contact the Contractor during April and May. The Contractor's phone number during this period will be

_____.

The bid form and prospectus is considered a part of this contract.

COUNTY:
BURNETT COUNTY FOREST

CONTRACTOR

WITNESS

WITNESS

DATE

DATE