



CITY OF DULUTH INVITATION TO BID

Timber Harvesting

BID NUMBER: 15-05AF

BID OPENING: August 10, 2015 at 2:00 PM

The City of Duluth is accepting bids for timber located in designated areas within the Hartley Park boundaries located in Sections 2, 3, 10, & 11, T50N, R14W, City of Duluth Township, St. Louis County, MN.

Areas to be harvested include (also see map): 4 pine stands ~10 ac each removing ~¼ of the thickest stand to ~1/3 of the other stands and designated Aspen areas to be determined (TBD) in the vicinity of the pine stands removing either scattered ~½ acre ~circular patches or narrow strips as possible for new recreational trails. Currently these harvest areas are not marked; we will work with the successful bidder on the specific harvesting details. Slash will need to be removed and chipped or mulched except in scattered designated areas to be determined.

This sale can be harvested in the summer or fall under stable and dry soil conditions. Tischer Creek, which is a designated trout stream flowing through the property, will require a permit if a crossing is necessary. Harvesting cannot begin until October 1, 2015, and all timber must be cut and removed by June 30, 2017; there are no timber sale contract extensions available due to the nature of this project.

Two By Forestry is serving as a consultant for this sale.

In addition to the harvest, some additional services may be required. Please see General Sale Information for additional detail.

A pre-bid meeting will be held on Monday, July 27, 2015 at 3:00 PM at Hartley Nature Center, located at 3001 Woodland Avenue, Duluth, MN. Although the pre-bid is not mandatory, interested bidders are strongly encouraged to attend.

A sample of the proposed Timber Sale Contract and Harvesting Specifications & Map are attached. Please read the draft contract carefully. Any objections or requested changes must be noted by submitting a red-lined copy with your bid.

Please submit any questions regarding this project via e-mail to purchasing@duluthmn.gov. Responses will be provided to all interested bidders as an addendum to this solicitation.

The selected contractor will be issued a contract (draft attached). Notice to Proceed will be issued once the agreement is fully executed.

The following documents are included in this solicitation:

1. GENERAL SALE INFORMATION
2. INSTRUCTIONS TO BIDDERS
3. BID FORM
4. DRAFT CONTRACT
5. GENERAL HARVESTING SPECIFICATIONS & MAP
6. AFFIDAVIT OF NON-COLLUSION
7. EQUAL EMPLOYMENT OPPORTUNITY (EEO) AFFIRMATIVE ACTION POLICY STATEMENT & COMPLIANCE CERTIFICATE

GENERAL SALE INFORMATION

(see also the attached Harvesting Specifications & Map)

Approximate Sale Acres: ~45; includes ~40 acres of pine (4 ~10 ac stands) and ~5 total acres of Aspen patch cuts.

Total Volume Estimate (not guaranteed): ~1,000 cords (cd); Red Pine – 595 cd; Jack Pine – 149 cd; Spruce – 100 cd; Aspen - 145 cd; Paper Birch - 20 cd; Chips, as applicable; timber products may include firewood, pulpwood, sawbolts/logs, telephone poles, chips.

Species to be harvested: mainly red pine, jack pine, and spruce with some aspen, birch, and miscellaneous species as needed for access.

Time of Year: flexible; summer or fall harvest must be on dry, stable soil conditions; during summer and fall, DNR guidelines regarding bark beetles will apply as needed and determined by the Seller's agent.

Access, Skid Trails & Landing Area(s): With this bid, submit a proposal of your preferred and alternative (if any) initial access(es), skid trails, and landing locations. Note: Access road(s) and recreational trails must be left in existing condition upon completion of this harvest unless otherwise designated by the Seller.

Slash removal and treatment: Purchaser will be required to remove as much slash from the site as possible. Please provide a cost for chipping and/or mulching as part of your bid.

Stump treatment: Stumps must be left no higher than twelve (12) inches or 1/3 of the tree's diameter. A three (3) inch stump height would be preferred; please provide a price for this service as part of your bid.

Terms: timber is sold on a consumer/mill scale; the Seller reserves the right to pro-rate final volume on chip sales based on the following formula: 15% of the final volume will be charged at the fuelwood rate, 85% of the final volume will be charged at the stumpage rate as sold using a weighted average of the species listed on the timber appraisal as determined by the Seller.

INSTRUCTIONS TO BIDDERS

All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date. The City of Duluth reserves the right to reject any and all bids. Bids must be firm for a minimum of 60 days.

Bids must be received in Purchasing before 2:00 PM local time on August 10, 2015. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids.

Bidders must complete all parts of the bid form. Price may not be the only consideration for award.

Please note that the following requirements apply to this project, and any additional required documents must be submitted prior to award/contract execution. Submitting these documents with your bid will assist in expediting the process.

1. **Insurance** – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to Section 18 of the attached draft contract for more information.
2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
3. **Affirmative Action/EEO** - The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with Disadvantaged Business Enterprises (DBEs) when possible. A current list of certified DBEs is available on the Minnesota Unified Certification website at <http://mnucp.metc.state.mn.us> . Contractor will comply with all applicable Equal Employment Opportunity laws and regulations. Awarded contractor will submit the attached Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH



Amanda Ashbach
Purchasing Agent

**15-05AF CITY OF DULUTH TIMBER HARVESTING
 BID FORM**

** all quantities are estimated

ITEM	UNIT PRICE	EST QTY	TOTAL PRICE
Red Pine – pulp		235 cds	\$
Red Pine – bolts/logs		360 cds	\$
Red Pine – telephone poles		TBD	\$
Jack Pine – pulp		55 cds	\$
Jack Pine – bolts/logs		85 cds	\$
Spruce – pulp		40 cds	\$
Spruce – bolts/logs		60 cds	\$
Aspen -		145 cds	\$
Paper Birch		20 cds	\$
Chip, as applicable (misc tons)		TBD	\$
TOTAL			\$

TOTAL PRICE IN WRITING

In addition, please provide a line item unit cost for each of the following additional services:

ITEM	PRICE/UOM
Slash removal and treatment in the conifer and aspen stands	\$
- Chipping	
- Mulching	\$
Stump treatment to a 3" height	\$
Trail repair, if access to stands requires the use of recreational trails only	\$
Clearing/building new trails	

ADDITIONAL INFORMATION REQUIRED FOR BID

Due to the nature of this sale and the types of additional services that may need to be provided, price may not be the only consideration for award. The following information must be submitted with your bid. Failure to include this information will result in your bid being rejected:

1) Two references – one from a public agency and one from a private landowner:

Public Agency Reference include name, title, address, phone #

Private Landowner Reference include name, address, phone #; location of the harvest

2) Two easily road-accessible, viewable work sites, preferably within a 45 mile distance from the City of Duluth. One site must be a recently thinned pine stand; one site must be on private land.

Legal Description and Directions to Site 1 – public or private (circle one)

Legal Description and Directions to Site 2 – public or private (circle one)

3) Provide the number of years of professional logging experience in thinning pine stands _____

4) Provide the number of years of professional logging experience in selectively thinning pine stands using an "operator select" method _____

5) Provide a map with your proposed preferred and any alternative access routes, skid trails and landing areas.

6) If you are a procurement forester or wood broker, list logger(s) who will harvest this sale.

BIDS MUST BE SIGNED BY AN OFFICIAL AUTHORIZED TO BIND THE COMPANY TO THE BID PROVISIONS:

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____

City of Duluth Timber Harvesting Contract

The acreages, timber volumes and timber products indicated in this contract or other appraisal or cruise documents of the Seller are estimates. The Seller gives no warranty or guarantee respecting the quantity, quality, or volume of marked or otherwise designated timber or forest products on the sale area. All timber species and products designated for cutting within the harvest areas shall be removed according to the specifications.

FOR AND IN CONSIDERATION of the following terms and conditions the Seller and the Purchaser mutually agree:

1. DEFINITIONS

"Purchaser" shall mean the corporation, company, partnership, firm, or individual named and designated as a party to this Contract for the performance of the work.

"Seller" shall mean City of Duluth.

"Amendment" shall mean the process to change or modify the Contract in anyway.

"Addendum" shall mean the process of something that is added or is to be added to the Contract.

"Timber" shall mean trees that will produce forest products of value whether standing or down, and including but not limited to logs, posts, poles, bolts, pulpwood, cordwood, lumber, and decorative material.

"Cord" shall be defined as 128 cubic feet of wood, air, and bark with careful piling.

"Scribner Decimal C Log Scale" shall mean the scale measurement for saw timber.

"Sold On Appraised Volume Estimate (SOAV)" shall mean or referred to as a lump sum sale in which the Seller may sell timber based on appraisal without scaling.

"Informal Sales" shall mean a small amount of timber not exceeding \$3,000 in appraised value, and not sold for less than full appraised value at a private sale.

"The work" shall mean the equipment, supplies, materials, labor and services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.

"State Approved Consumer" is determined by Minnesota Department of Natural Resources (MN DNR).

The words *"approved"*, *"reasonable"*, *"suitable"*, *"acceptable"*, *"proper"*, *"satisfactory"*, or words of like effect and significance, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Seller.

Whenever in this contract document the expression *"it is understood and agreed"* or an expression of like significance is used, such expression shall mean the mutual understanding and agreement of the parties executing the Contract Agreement.

2. GOVERNING LAWS

This contract shall be governed by and interpreted according to the laws of the State of Minnesota. The Purchaser shall at all times comply with all applicable laws and regulations in effect during the contract period.

City of Duluth Timber Harvesting Contract

3. SCOPE AND INTENT OF CONTRACT DOCUMENTS

Should anything necessary for a clear understanding of the work be omitted from the Contract Documents, or should the requirements appear to be in conflict, the Purchaser shall secure written instructions from the Seller before proceeding with the work affected thereby.

4. COMMENCEMENT OF CONTRACT

Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties, a down payment is made in the amount of 25% of the bid price, and the required certificate of insurance is submitted to Seller. A Notice to Proceed will be issued.

5. TERMINATION

- a. If Purchaser terminates with or without cause, upon written notice, the Purchaser shall cease all operations on and immediately leave, and not return to, the Seller's property unless otherwise approved by the Seller.
- b. If Seller terminates without cause, any payment for which timber is not harvested or removed will be returned to the Purchaser.

6. PAYMENTS

25% of the bid price is due at the signing of this Contract; the balance to be paid will be determined by a consumer/mill scale and will be paid upon completion of the harvesting of said timber and final wood scale tally.

The Seller reserves the right to pro-rate final volume on chip sales based on the following formula: 15% of the final scaled volume will be charged at the fuelwood rate, 85% of the final volume will be charged at the stumpage rate as sold using a weighted average of the species listed on the timber appraisal as determined by the Seller. **All payments will be made out to the Seller and all payments/checks and any other information pertaining to said sale will be sent to:**

City of Duluth
Treasurer's Office - Room 105
411 West 1st St
Duluth, MN 55802

Failure to complete the requirements of this Contract within the time allotted will result in the Buyer's forfeiture of all payments and the contract.

7. REMEDIES

If timber or other forest products not specifically sold in this Contract or designated by the Seller for cutting are cut, unreasonably damaged or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful cutting, unreasonable damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property, in addition to any Contract remedies for breach. If Purchaser fails to pay or perform any obligations under the Contract, any other contracts between these parties will be denied until all pending obligations are satisfied.

8. PRODUCTS TO BE REMOVED

Title to timber and any forest products sold under this Contract shall remain with the Seller until full or block payment for timber is received.

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All cut products, buildings, and equipment not removed from the sale tract within 90 days after Contract expiration or at the end of the storage period granted by the Seller shall become property of the Seller.

9. SCALING PROCEDURE

All of the timber products included in this Contract shall be accounted for in the scaling process, with final settlement based on actual scale volumes. All timber sold under the Contract shall be scaled prior to the completion date and before it is removed from the Seller's property, unless such removal is specifically authorized by any of the following:

- a. Consumer scaling of cut products at State approved Consumers.
- b. The species and products involved are sold-on-appraised-volume (SOAV).
- c. An alternate designated landing for scaling.

Persons authorized by the Seller will conduct such scaling, and the results will be conclusive upon both parties unless the Seller orders a rescale. Underutilized timber will be scaled and added to the harvest volume. All scaled volumes will be converted to the units sold using conversions determined by Seller, and will be used to determine the payments or refunds needed to adjust for overrun or under runs from the original estimate. The Seller reserves the right to pro-rate final volume on chip sales based on the following formula: 15% of the final scaled volume will be charged at the fuelwood rate, 85% of the final volume will be charged at the stumpage rate as sold using a weighted average of the species listed on the timber appraisal as determined by the Seller.

10. IDENTIFICATION OF TIMBER

All loads of timber in transit shall be identified with City of Duluth file number "15-05AF ". The hauler, as an agent of Purchaser, shall accurately identify the load (use of dark paint, ink or crayon to mark each side of the load at least (4) inches in height) as such at consumer scaling points and in response to any inquiries by public officials. Failure to comply with this provision may result in criminal charges being filed under Minnesota Statute 609.52 (theft) or a monetary penalty as approved by the Seller.

11. HARVEST COMPLETION

The Purchaser agrees to complete all operations by June 30, 2017; there are no Contract extensions available due to the nature of this project.

12. FOREST FIRE PREVENTION OR SITE PROTECTION

The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires.

- a. If a fire occurs, the Purchaser agrees to promptly report the fire and cooperate in the control and suppression of the fire.
- b. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and takes all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.
- c. The Purchaser may be responsible for damage and forest fire suppression costs caused by their operation under this Contract.
- d. Logging operations must have a main spill kit available on the landing as well as spill clean up materials in all pieces of equipment on site. The **Main Landing Spill** kit that must be on site at all times should include:
 - Absorbent material;

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- No smoking Sign;
- Duct Tape;
- Water Boom;
- Wooden plugs or putty; and
- Easy access on the site to a shovel, screwdriver and tools, and pail or pails to contain spill contaminated materials.

The **Spill Clean-Up Materials in Equipment** should include:

- Absorbent pads; and
- Assorted plugs or putty.

13. CLEAN UP AND USE OF SALE AREA

The Purchaser shall remove equipment, tools, solid waste and trash remaining on the sale area or Seller's property or adjoining land used in conjunction with the harvest upon completion of performance under this Contract, termination of this Contract by the Purchaser or when requested by the Seller.

No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the Seller.

14. HAZARDOUS MATERIALS

The Purchaser agrees to properly use and dispose of all petroleum, synthetic and hazardous products, including but not limited to oil, oil filters, grease cartridges, hydraulic fuel and diesel fuel. Purchaser shall notify the Seller and the MPCA of all releases of reportable spilled quantities of hazardous substances on or in the vicinity of the sale area that are caused by Purchaser's employees, agents, contractors, sub-contractors or its employees or agents, directly or indirectly as a result of Purchaser's operations. Purchaser will take whatever initial action to contain all spills or releases. Removal and clean up will be the responsibility of the Purchaser in accordance with applicable statutes and rules of the State of Minnesota.

15. TITLE AND BOUNDARY LINES

The Seller guarantees title to the timber and to defend it against any and all claims and to have the boundaries marked with paint or other suitable means before any timber is harvested.

16. ACCESS

The Purchaser is responsible for repairs for any and all damages to roads and trails used to access the site. All roads and trails must be returned to their original condition.

17. INDEMNIFICATION

The Purchaser will defend, indemnify and save the City harmless from all costs, charges, damages, and loss of any kind that may grow out of the matters covered by this contract. Said obligation does not include indemnification of the City for claims of liability arising out of the sole negligent or intentional acts or omissions of City but shall include but not be limited to the obligation to defend, indemnify and save harmless the City in all cases where claims of liability against the City arise out of acts or omissions of City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition Purchaser will comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

18. INSURANCE

A. Purchaser shall provide the following minimum amounts of insurance from insurance companies

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authorized to do business in the state of Minnesota, which insurance shall indemnify Purchaser and City from all liability described in Paragraph 6 above, subject to provisions below.

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Purchaser may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Purchaser shall also provide evidence of Statutory Minnesota Workers Compensation Insurance. Purchaser to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

**An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*

- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
 - (5) The use of an "ACORD" form as a certificate of insurance shall be accompanied by two forms - 1) SO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.
- B. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Purchaser, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- C. Certificates showing that Purchaser is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- D. Purchaser shall be required to provide insurance meeting the requirements of this Section 18 unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Purchaser demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

19. GENERAL TERMS AND CONDITIONS

- A. The Purchaser is an independent contractor for all purposes including Worker's Compensation and is not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser, except as otherwise specifically provided herein, shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder. The Seller reserves the right to inspect the job site for the purpose of ensuring compliance with the performance specifications established under this Contract. The Seller takes no responsibility for supervision or direction of the performance

City of Duluth Timber Harvesting Contract

of any of the harvesting to be performed by the undersigned Purchaser or its employees. The Seller further agrees to exercise no control over the selection and dismissal of the Purchaser's employees.

- B. **This Contract may not be assigned without written approval from the Seller.**
- C. The Purchaser must inform the Seller of any subcontractor(s) performing work on this contract before subcontractor(s) begin work and the Purchaser shall be responsible for the performance of all subcontractor(s). Purchaser will ensure that:
 - They, their employees and their sub-contractors have all necessary permits, approvals, or certifications required by law to conduct or support the work activities on site;
 - Copies of City of Duluth work instructions, the timber sale contract and map(s) are available to employees at the work site at all times;
 - Their employees and any sub-contractors working on the site, will be trained on City of Duluth work instructions that apply to their work activities;
 - The timber sale contract and map(s) will be reviewed with Purchasers employees and any sub-contractors working on the site prior to commencement of work on the site; and
 - Compliance with "Sustaining Minnesota Forest Resources: Voluntary Site-Level Forest Management Guidelines" .
- D. This Contract, as well as reference to parts, exhibits, and attachments, shall constitute the entire agreement. **Any amendments or addendums of the Contract shall be in writing, signed and dated by both parties.**
- E. During the term of the Contract, Purchaser shall bear risk of loss or injury, including liability for loss occurring from natural causes, acts of God, or human acts, including negligence, vandalism, trespass, or theft, for all timber products and species. Purchaser shall be responsible for obtaining insurance or self-insuring against risk of loss for the value of the sale.
- F. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS.** Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 525 S. Lake Ave., Ste 300 Duluth, MN 55802, 218-733-7830.

20. Specifications and Map

- a. See Attachment A for specifications and map of the property.

SELLER

PURCHASER

By: _____
Purchasing Agent

By: _____
Name

Date: _____

Company

Date: _____

Two By Forestry

Janet K. S. Bernu, SAF Certified Forester
4202 Brookston Road
Cloquet, MN 55720



Telephone: 218/879-4433

CITY OF DULUTH-HARTLEY PARK TIMBER GENERAL HARVESTING SPECIFICATIONS & MAP

Landowner: City of Duluth – Duluth, MN

Legal Description: designated conifer stands and aspen areas within the Hartley Park boundaries located in Sections 2, 3, 10 & 11, T50N, R14W, City of Duluth Township, St. Louis, MN.

Note: All designated timber sale boundary lines, painted and/or flagged, represent timber management lines only unless otherwise specified.

Estimated Sale Acres (not guaranteed; also see Harvest Map, page 2): ~45; ~40 acres of pine & ~5 acres of aspen

Estimated Timber Volumes (in cords (cd)) (not guaranteed): ~ 1,000 cd

Red/Norway Pine-595; Jack Pine-140; Spruce-100; Aspen -145; Paper Birch-20; Misc species – misc chips in tons

Estimated Wood Products include: firewood, pulpwood, sawbolts/logs; scattered telephone poles; chips

Note: All harvested timber products will be utilized to and paid for at their highest value and best use; or, if not, then harvested timber products will be appraised and charged at their highest value and best use as determined by the Seller's Agent. The Seller reserves the right to pro-rate the final volume on chip sales based on the following formula: 15% of the final volume will be charged at the fuelwood rate, 85% of the final volume will be charged at the stumpage rate as sold using a weighted average of the species listed on the timber appraisal as determined by the Seller.

HARVESTING SPECIFICATIONS – also see Harvest Map (next page)

HARVEST TIMBER in the summer or fall when soil conditions are dry and stable or in fall or winter when frozen.

HARVEST all designated red and jack pine, spruce, aspen, & paper birch or as specified by the Seller.

RESERVE all other species including oak, maple, yellow birch & white pine or as specified by the Seller.

TIMBER SALE BOUNDARIES are the Red Pine (RP) stands and as designated in the Aspen (A) type.

Note: Any designated timber sale boundary lines, painted and/or flagged, represent timber management lines only unless otherwise designated; however, marked lines on the north and east represent actual survey lines.

ACCESS ROAD(S) & RECREATONAL TRAILS must be left in existing condition upon completion of this harvest unless otherwise designated by the Seller.

FOREST MANAGEMENT GUIDLELINES (FMGs) shall be observed by the Buyer including but not limited to:

1. Minimize the number of new landings and haul roads to no more than ~1-3% of the harvest area and to no more than ~3-4 total landings preferably each <1 acre in size. Locate landings and roads on stable, upland ground and **not** in or near wetlands or in filter strips or along the open water bodies.
2. Minimize the number of skid trails needed and locate, construct and maintain them to minimize site damage. Limit primary skid trails to no more than ~10-15% of the harvest area and secondary trails (1-2 pass trails) to no more than an additional ~20-30% of the harvest area. Avoid equipment operation on slopes steeper than 50% and skid low on or across slopes.
3. Minimize rutting to no more than ~6" deep and approximately ≤1% of the harvest area; use alternative operating techniques as needed. If excessive rutting (>6" deep and 300' in length) occurs, cease all operations until soil conditions are favorable/ stable and dry or frozen.
4. Existing streams are designated trout streams. Maintain a 50' **NO** cut buffer along the creek and an additional average 115' (165' total) light selectively cut buffer along the stream. *Note:* Existing streams are designated trout streams and are protected with a buffer. Known existing cultural resources will be avoided as designated by the Seller. Other deviations from the BMPs/FMGs are due to Seller's specific management objectives.
5. If harvesting occurs in the red pine stands during summer and fall, DNR guidelines regarding bark beetles will apply as needed and determined by the Seller.

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this ____ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's E.I. Number _____

(Number used on employer's quarterly Federal Tax return)

**EQUAL EMPLOYMENT OPPORTUNITY EEO AFFIRMATIVE ACTION
POLICY STATEMENT & COMPLIANCE CERTIFICATE**

TO: City of Duluth, MN PROJECT NUMBER & DESCRIPTION _____

FROM: _____

(FIRM's name, address, telephone number)

A) **Employment:** It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) _____ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM's affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM's ■Minority Business Enterprise Program.● This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

- B) **Reports:** Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 ■Compliance Responsibility for Equal Opportunity• published by the U. S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.

- C) **Nonsegregated Facilities:** The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term ■segregated facilities• means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

- D) **Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM■if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000■shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.

- E) **Non-Compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.

F) **Employment Goals - ■Construction• Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.

G) **Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 require that: (1) the subcontractor shall execute an ■EEO Statement and Certification• similar in nature to this ■Statement and Certification•, (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this _____ day of _____, 20__ by:

Printed name and title

Signature

NOTE: In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.