
**STATE OF MINNESOTA
COUNTY OF WRIGHT**

PROPOSAL FOR AQUATIC INVASIVE SPECIES INSPECTION PROGRAMS

Proposal of WRIGHT SOIL AND WATER CONSERVATION DISTRICT ("SWCD")
Name)

311 BRIGHTON AVE S SUITE C BUFFALO, MN 55313
(Address)

To furnish and deliver all materials and to do and perform all work, in accordance with the Contract.

Proposals will be received until **4:30 p.m. on the 3rd of February, 2023**. The point of delivery shall be at the **Wright Soil and Water Conservation Office at 311 Brighton Ave S Buffalo, MN 55313**

Bidders will be notified if an interview is requested prior to **4:30 p.m. on the 6th of February**.

Interviews will be held remotely the week of February 6th.

SPECIAL PROVISIONS

(See attached)

To the Wright Soil and Water Conservation District, Wright County, Minnesota:

In accordance with the advertisement of the Wright Soil and Water Conservation District, inviting proposals for the **Aquatic Invasive Species Inspection Programs**, and in conformity with the, Specifications pertaining thereto:

(I) (We) hereby certify that (I) (We) (am) (are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation whatsoever; that an examination has been made of the Contract Form, together with the Specifications and Special Provisions pertaining thereto.

(I) (We) understand that the quantities of work materials or equipment shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased are to be furnished at the unit prices shown on the attached schedule; and that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid.

(I) (We) propose to furnish all materials specified, in the manner and at the time prescribed, all in accordance with the terms of the Contract, Specifications, and Special Provisions forming a part thereof.

(I) (We) further propose to execute the form of Contract within ten (10) working days of the acceptance of this proposal.

(I) (We) further propose to guarantee all work performed under this Contract to be in accordance with the Specifications, and Special Provisions; and to fully account for all work performed under this contract.

(I) (We) agree to all the provisions of Minnesota Statutes 1976, Section 181.59.

(I) (We) further propose to perform the work as stated in the Special Provisions.

SPECIAL PROVISIONS FOR AQUATIC INVASIVE SPECIES CONTRACT

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I hereby certify that the special provisions contained in this proposal were prepared under supervision and direction.

Date: 1-09-2023



Luke Johnson
District Manager
Wright Soil and Water Conservation District

SPECIAL PROVISIONS

S-1 GENERAL PROVISIONS

1.1 This proposal is solicited for the purpose of obtaining best value competitive prices for the services of a Contractor who will provide watercraft inspections at lake access points and courtesy decontamination site and the operation of a decontamination unit pursuant to Minnesota Department of Natural Resources (“DNR”) training techniques and DNR developed Aquatic Invasive Species (“AIS”) inspection protocols.

Proposal shall be submitted on proposal forms. If a proposal is submitted by an individual owner it shall be signed by said individual owner. If submitted by a corporation it shall be signed by either the President or the Vice-President and either the Secretary or Treasurer and the signatures shall be those of two different individuals. If submitted by a partnership, it shall be signed by all members. If submitted by an association it shall be signed by the owners which bids are submitted.

1.2 *Best Value*. The Wright Soil and Water Conservation District (“SWCD”) will use a “Best Value” evaluation process:

1.2.1 Definition. “Best Value” describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient (here, the SWCD) may acquire technical superiority even if it must pay a premium price. A “premium” is the difference between the price of the lowest priced proposal and the one that the SWCD believes offers the best value to the recipient. The term “Best Value” also means the expected outcome of an acquisition that, in the SWCD’s estimation, provides the greatest overall benefit in response to its material requirements. To achieve “Best Value” in the context of acquisitions for AIS inspection purposes, the evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the SWCD.

1.2.2 Evaluation factors. The SWCD does not mandate any specific evaluation factors. Nevertheless, evaluation factors may include, but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. This definition is intended neither to limit nor to dictate qualitative measures a recipient may employ, except that those qualitative measures must support the purposes of the AIS inspection program.

1.3. The SWCD will commence negotiations with a selected qualified Contractor. The SWCD may discontinue or terminate such negotiations if, in the sole judgment of the SWCD progress toward a Contract is unsatisfactory. If the SWCD in its sole judgment deems it appropriate to do so, the SWCD may commence negotiations with a different qualified selected Contractor.

1.4. The SWCD will execute a Contract with a Contractor on the basis of the proposal submitted in response to this RFP and/or any other information submitted by the Contractor

during the procurement, evaluation, clarification, and negotiation processes.

1.5 The SWCD reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defects of technicalities or to advertise for new proposal where the acceptance, rejection, waiving or advertising of such would be in the best interest of the Wright Soil and Water Conservation District. The Wright Soil and Water Conservation District also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves Wright County's and the Wright Soil and Water Conservation District's best interests.

1.6 CONSEQUENCE OF SUBMISSION OF PROPOSAL

The submission of a proposal shall not be deemed an agreement between the Contractor and the SWCD. The proposal is a contractual offer by the Contractor to perform services in accord with the proposal. The SWCD is not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

The submission of a proposal will constitute a binding representation and warranty by the Contractor that (1) the Contractor has investigated all aspects of the Request for Proposals ("RFP") and the Contractor's proposal; (2) the Contractor is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements; (3) the Contractor has read and understands the RFP, and has complied with every requirement; (4) Contractor's proposal is, without exception, premised upon performing and furnishing the services and equipment required by this RFP and the resulting Contract and such means, methods, techniques, sequences, or procedures as may be indicated in or required by this RFP and the resulting Contract; and (5) the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

Acceptance of a proposal by the SWCD obligates the selected Contractor to enter into a Contract with the SWCD for the performance of the services as specified in the RFP. Optional services or value-added services offered in the proposal may be selected by the SWCD, in its sole discretion, for inclusion in the Contract. No agreement shall be binding or valid as against the SWCD unless and until it is executed by the SWCD and the selected Contractor, and the Contractor's performance bond, insurance, or other surety guarantee has been accepted by the SWCD.

The proposals received shall become the exclusive property of the SWCD. Upon receipt of such proposals, the SWCD is bound by and shall comply with the requirements of the Minnesota Government Data Practices Act with regard to the proposals throughout the submission, evaluation, and selection process. Specifically, Minn. Stat. § 13.591 governs such data. Portions of a proposal that the Contractor considers a Trade Secret should be marked as such. The SWCD, in its sole discretion, shall make a final determination as to any such data to be classified as nonpublic "Trade Secret" data without deference to the Contractor's marking of the same. See Minn. Stat. § 13.37, subd. 1(b).

1.7 ACCURACY IN REPORTING REQUESTED INFORMATION

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will be, at the SWCD's sole discretion, grounds for removal of a proposal from further consideration. Should a Contractor be awarded a Contract as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by the SWCD will be, in the SWCD's sole discretion, grounds for default.

1.8 COST OF SUBMITTING PROPOSALS

The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the Contractor and shall not be chargeable in any manner to the SWCD. The SWCD will not reimburse any Contractor for any costs or expenses associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating a Contract with the SWCD.

S-2 SCOPE OF WORK

The SWCD shall be responsible for:

1. Providing the contractor with inspector uniforms and digital devices with needed inspection software. The Contractor shall assume liability for this equipment. The SWCD will conduct inventory and evaluation of the supplied equipment each fall. The Contractor may be liable to pay for damage to equipment beyond normal wear and tear.
2. Provide the contractor with an inspection budget at the time of contract execution.
3. Occasionally reference the DNR inspection database to verify inspector performance.
4. Assist in coordinating the training of in the inspectors as required by the DNR and the SWCD

The Contractor will be responsible for:

1. Hiring level one inspectors. The Contractor will be responsible for the advertising and hiring of the inspectors trained pursuant to the DNR training program for watercraft inspections. If the inspector is not already trained it will be the responsibility of the Contractor to have them trained. The inspectors will be authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 1, subd. 2(a), and (b). The inspectors will be DNR authorized Level 1 inspectors. The inspectors will be at least 16 years of age unless otherwise agreed. The inspector will wear official uniforms, or vests, issued by the Contractor. The Contractor will issue the inspectors digital devices suitable and that the DNR inspection software is functioning. See attached Exhibit A for draft level one job description.
2. Hiring level two inspectors. The Contractor will be responsible for the advertising and hiring of the inspectors trained pursuant to the DNR training program for watercraft inspections. If the inspector is not already trained it will be the responsibility of the Contractor to have them trained. The inspectors will be authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 1, subd. 2(a), and (b). The

inspectors will be DNR authorized Level 2 inspectors. The inspectors will be at least 18 years of age unless otherwise agreed. The inspector will wear official uniforms, or vests, issued by the Contractor. The Contractor will issue the inspectors digital devices suitable and that the DNR inspection software is functioning. See attached Exhibit B for draft level two job description.

3. Hiring an inspector coach. The contractor will be responsible for the advertising and hiring of a person to regularly meet with inspectors and coach them on proper inspection protocol and to assist with inspections while on site. This person must be at least 18 years of age and be trained as a level 2 inspector. The SWCD anticipates about 20 hours per week dedicated to this task. See attached Exhibit C for draft inspection coach job description.
4. The decontamination unit may need to be moved on occasion, however this is expected to be a rare occurrence. Contractor will either provide or coordinate the rental of a truck to tow the decontamination unit as necessary. Examples of a need to move the decontamination unit include but are not limited to: repair, alternative storage, maintenance, safety, etc.
5. The Contractor will schedule all inspectors and manage the ongoing calendar to ensure coverage according to the schedule agreed upon by Contractor and SWCD. Shifts may be any length, but it will be expected for some shifts to start as early as 6 am and end as late as 8 pm
6. The Contractor will manage day-to-day coverage of the lake access points and the courtesy decontamination site.
7. The Contractor will manage the inspection hours on each lake to not exceed the budgeted hours for that lake. The SWCD may permit the inspection hours for a lake to be exceeded.
8. Contractor will provide the SWCD a report every two weeks including but not limited to: the upcoming schedule, changes to previous schedule, inspection coach reports, changes to staffing, any incidents of note.
9. Contractor will follow DNR protocol and procedures for making records of boats entering the lake(s). This data is provided directly to the DNR via a DNR online data entry system. Contractor will use this data to verify inspection quality.
10. Contractor will have a Corrective Action Plan (or equivalent) to improved unacceptable behavior or performance by inspectors or coach.
11. Contractor will have a COVID-19 Preparedness Plan and provide inspectors with personal protective equipment including but not limited to masks, hand sanitizer, disinfecting wipes, etc.
12. Contractor will operate and maintain Wright County's decontamination unit. Contractor may request SWCD schedule maintenance. For maintenance over \$100 contractor must request permission from the SWCD. Contractor will itemize any parts that are replaced along with reasons for replacement. The Contractor will fuel the unit with gasoline and kerosene. The contractor will purchase the fuels and submit copies of the receipts for reimbursement of actual cost.
13. Level 2 Inspectors hours are only allowed to be invoiced for hours when the Level 2 Inspector is working at the same site as the decontamination unit. Contractor agrees not to double up on Level 2 Inspectors and agrees that only one Level 2 Inspector hours will be invoiced, even when more than one person authorized as a Level 2 Inspector may be on site.

14. Contractor will follow DNR protocol and procedures for making records of boats undergoing a decontamination. This data is provided directly to the DNR via a DNR online data entry system.
15. The Contractor will provide the SWCD a report at the end of the summer summarizing and totaling the hours worked.
16. Contractor will be an independent contractor and take full responsibility for hiring, paying and managing its inspectors. The Contractor will permit the SWCD to provide the Contractor with feedback on inspectors. The SWCD retains the authority to revoke an inspector's authorization as a level 1 or level 2 inspector.
17. Contractor will collect required forms from employees (e.g. W-4) and provide required reports to the government (e.g. W-2).
18. Contractor will pay inspectors an hourly wage with payments made on either a semi-monthly, bi-weekly or a monthly basis.
19. Contractor will pay or withhold for FICA, FUTA, State Unemployment, Workers Compensation, and state and federal withholding, as required by law.

INDEPENDENT CONTRACTOR

Contractor expressly understands that it and any person employed by it or working on its behalf is an independent contractor for purposes of this contract. All persons employed by Contractor or any subcontractor in the performance of any work or services required or provided in this agreement shall not be considered employees of Wright County or the Wright Soil and Water Conservation District for any purposes whatsoever, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. No such claim shall in any way be the obligation or responsibility of Wright County or the Wright Soil and Water Conservation District.

S-3 BASIS OF PAYMENT

1. Contractor may be compensated for time spent hiring inspectors, providing payroll, supplying office supplies and technology, general administration of the AIS program, and other personal management expenses, such expenses must be allocated and included in the administrative fee line item of the proposal. These items will not be paid out separately.
2. Contractor shall have all inspectors complete DNR training necessary for their position at the beginning of the season. The Contractor in cooperation with Wright Soil and Water Conservation District shall provide a mid-season training and any other trainings as necessary and as determined by the Wright SWCD or the DNR.
3. The Contractor shall account for all hours worked by inspectors at each lake access point. The Contractor shall be paid on the basis of inspector hours worked. The hours worked line item in the bid document is an estimated number of hours. The final number may increase or decrease significantly depending on the final budgeted amount for AIS inspections provided by the State of Minnesota, the DNR, and individual lake associations.

4. Training Inspectors means the hourly cost of training inspectors. The quantity listed for this line item is an estimate.
5. Inspection Hours means the hourly cost for inspectors working at designated inspection locations. The quantity listed for these line item as a level 1 or level 2 inspector are an estimate.
6. Wright Soil and Water Conservation District shall make payments on a monthly basis after being invoiced for all hours and services provided by the contractor.
7. The Administration line item will be paid as follows: 50% in April 2023, the remaining 50% shall be broken into equal monthly installments and paid monthly over the course of the contract term.

In the event funds are due and owing to the Wright Soil and Water Conservation District said funds shall be paid in within 15 days of completion of the contract.

S-4 TERM OF CONTRACT

The Contractor shall operate the inspection/ decontamination program between the dates of May 1, 2023 and October 1, 2023

S-5 INSTRUCTION TO BIDDERS

- 1) All bids must be clearly written in ink or typewritten in the space provided.
- 2) All bids must be sealed and the bid envelope must bear the name and address of the bidder and the inscription (in the lower left corner of envelope) of "**PROPOSAL FOR AIS INSPECTION PROGRAM.**"
- 3) Bids may also be submitted by email to Alicia.ohare@mn.nacdn.net.
- 4) All bidders must provide a letter from an insurance broker or company with their bid stating that the bidder upon being awarded the contract can obtain insurance coverage as provided in Exhibit D.
- 5) The bid envelope shall be addressed to the **Wright Soil and Water Conservation District ATTN: Alicia O'Hare 311 Brighton Ave S Suite C Buffalo, MN 55313.**
- 6) It is the responsibility of the contractor to confirm receipt of their bid by Wright SWCD

S-6 CONTRACT REQUIREMENTS

- A. **Insurance Requirements:** Contractors shall comply with the insurance requirements set forth in **Exhibit D**, attached to this Agreement and incorporated herein by reference and shall list the County of Wright and the Wright Soil and Water Districts as an additional insured on all insurance policies required herein.
- B. **Indemnification.** The successful Contractor has agree to indemnify and hold harmless the County of Wright and the Wright Soil and Water Conservation District and their officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by the Contractor (including its officers, employees, agents and subcontractors) arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of the Contractor , its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth herein. The terms and provisions of this Section shall survive the expiration, suspension or termination of this Agreement.
- C. **Data Practices.** The Contractor 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 Contractor and any of Contractor'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. The Contractor will immediately report to the SWCD any requests from third parties for information relating to this Contract. The SWCD agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the County of Wright and the SWCD and their officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws, regardless of the limits of insurance coverage.

D. **Compliance with the law.** (i.) The Contractor 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).

(ii). The Contractor 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 the Contractor 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 the Contractor 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 and the immediate declaration of a default on the terms of the letter of credit or surety.

E. Agree to a contract in substantial form as attached in draft format to this bid proposal as Exhibit E.

S-7

SCHEDULE OF PRICES
CREDITS AND FEES

Item Number	Item Description Unit of Measure	Unit of Measure	Approximate Quantities	Unit Price		Total Amount	
				Dollars	Cents	Dollars	Cents
1	Administration	n/a	1				
2	Training Inspectors*	Hours of training	300*				
3	Inspector Coach*	Hours staffed	280*				
4	Level 1 Inspector Hours*	Hours staffed	8000*				
5	Level 2 Inspector Hours*	Hours staff	1400*				
6	Truck Rental*	Daily rental	5*				
7	Level 1 Inspector Hours Holiday	Hours Staffed	300*				
8	Level 2 Inspector Hours Holiday	Hours Staffed	50*				
Total Fees							
	*ITEMS LISTED WITH * ARE ESTIMATES ONLY.						
Total	(Total Fees) - (Total Credits) = Price of Bid						

This proposal dated the _____ day of _____, 20_____.

Signed: _____ Address: _____, as an individual.

Signed: _____ For, _____ a partnership

Partners:

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

Signed: _____ for _____ a corporation, incorporated under the laws of the State of _____.

Name of Secretary Business Address

Name of Treasurer Business Address

Name of President Business Address

EXHIBIT A

Position: **Level 1 Inspector**
Location: Mobile - Multiple Public Boat Accesses
When: Monday-Sunday Fishing Opener to September 30

Expected Duties

1. Inspect water-related equipment visually and tactically for plants, animals, water, mud etc. in accordance with Minnesota Department of Natural Resources protocol.
2. Fill out electronic survey of inspections using boater responses and inspection observations
3. Handout information about AIS as appropriate
4. Answer boater questions about CD3 units and compost bins
5. Maintain and take measurements about Compost Bins as requested

Applicant Requirements:

- 1) Must have a high school diploma
- 2) Must be 16 years of age
- 3) Must be physically able to climb into and under boats on a trailer if necessary
- 4) Must be friendly and engaging
- 5) Must be reliable and responsible with little or no direct supervision
- 6) Must have reliable transportation and cell phone throughout shifts

Job Requirements:

- 1) Training: Receive on-site policy and procedure training as well as "Level 1" training about Aquatic Invasive Species and inspections at DNR training sessions.
- 2) Must maintain working knowledge of inspection process and Wright County Programs
- 3) Be responsible for a tablet data collection device.
- 4) Must regularly check email and maintain contact with Supervisor.
- 5) Scheduling requires Saturdays, Sundays and Holidays.
- 6) Work occurs in all weather conditions.
- 7) Requires significant walking/standing/crawling
- 8) On shift access to a cell phone and vehicle
- 9) On site bathroom access is not guaranteed but travel to bathroom allowed

Dress Code:

- 1) Shorts at least mid-thigh or pants
- 2) Closed toed shoes
- 3) T-shirt or long sleeve shirt
- 4) Vest with nametag
- 5) Hat (optional)
- 6) No drug, alcohol, or political statements
- 7) Sunglasses may be worn between inspections but should be removed when greeting boaters (prescription okay).

EXHIBIT B

Position: **Level 2 Inspector**
Location: Annandale, MN
When: Monday-Sunday Fishing Opener to September 30

Expected Duties

1. Inspect water-related equipment visually and tactically for plants, animals, water, mud etc. in accordance with Minnesota Department of Natural Resources protocol.
2. Fill out electronic survey of inspections using boater responses and inspection observations
3. Handout information about AIS as appropriate
4. Answer boater questions about CD3 units and compost bins
5. Maintain and take measurements about Compost Bins as requested

Applicant Requirements:

- 1) Must have a high school diploma
- 2) Must be 18 years of age
- 3) Must be physically able to climb into and under boats on a trailer as necessary
- 4) Must be friendly and engaging
- 5) Must be reliable and responsible with little or no direct supervision
- 6) Must have reliable transportation and cell phone throughout shifts

Job Requirements:

- 1) Training: Receive on-site policy and procedure training as well as "Level 1" training about Aquatic Invasive Species and inspections at DNR training sessions.
- 2) Must maintain working knowledge of inspection process and Wright County Programs
- 3) Be responsible for a tablet data collection device.
- 4) Must regularly check email and maintain contact with Supervisor and AIS Coordinator
- 5) Effectively inspect water-related equipment for aquatic macrophytes, aquatic invasive species, and water while adhering to all safety protocols.
- 6) Decontaminate watercraft that have been identified using high pressure/hot water trailer as high risk following DNR protocols and specifications while adhering to all safety protocols.
- 7) Collect data on boater knowledge, compliance with invasive species laws and travel patterns from watercraft users.
- 8) Communicate effectively the issues of aquatic invasive species, laws, and procedures for recreational watercraft users and the public at large.
- 9) Distribute written information and Invasive alert tags to individuals and/or individual property effectively and efficiently.
- 10) Inspect all trailering and decontamination equipment daily, to ensure equipment is in a safe working order.
- 11) Follow the maintenance schedule for decontamination units inform Supervisor/ AIS Coordinator of any needed maintenance
- 12) Maintains personal protective equipment (PPE), decontamination tools, and Watercraft Inspection equipment, avoiding any unnecessary damages. Reports any equipment damage to the Regional Watercraft Inspection Supervisor as soon as possible.
- 13) Scheduling requires Saturdays, Sundays and Holidays.

- 14) Work occurs in all weather conditions.
- 15) Requires significant walking/standing/crawling
- 16) On shift access to a cell phone and vehicle
- 17) On site bathroom access is not guaranteed

Dress Code:

- 1) Shorts at least mid-thigh or pants
- 2) Closed toed shoes
- 3) T-shirt or long sleeve shirt
- 4) Vest with nametag
- 5) Hat (optional)
- 6) No drug, alcohol, or political statements
- 7) Sunglasses may be worn between inspections but should be removed when greeting boaters (prescription okay).

EXHIBIT C

Position: **Inspector Coach**
Location: Mobile - Multiple Public Boat Accesses
When: Monday-Sunday Fishing Opener to September 30

Description of Duties:

- 1) Meet with level 1 and level 2 inspectors on a regular basis to discuss work
 - a. Address issues with inspector performance as observed or noted by AIS coordinator
 - b. Compliment inspector on extraordinary performance
- 2) Coordinate with Supervisor on inspector reports
- 3) Walk through inspections with inspectors during meetings or observe inspector process
- 4) Listen to inspector requests/needs/questions and rely to Supervisor as appropriate
- 5) Provide Supervisor with any required notes regarding inspector meetings
- 6) Assist in the coordination of site maintenance and upkeep.

Applicant Requirements:

- 7) Must have a high school diploma
- 8) Must be 18 years of age
- 9) Must be an authorized level 2 inspector
- 10) Must be physically able to climb into and under boats on a trailer if necessary
- 11) Must be friendly and engaging
- 12) Must be reliable and responsible with little or no direct supervision
- 13) Must have reliable transportation and cell phone throughout shifts

Job Requirements:

- 10) Training: Receive on-site policy and procedure training as well as "Level 1" and "Level 2" training about Aquatic Invasive Species and inspections at DNR training sessions.
- 11) Must maintain working knowledge of inspection process and Wright County Programs
- 12) Be responsible for a tablet data collection device.
- 13) Must have discussions with other inspectors about shortcomings and required improvements. However, discipline will not be part of duties.
- 14) Must regularly check email and maintain contact with Supervisor and AIS Coordinator.
- 15) Scheduling requires Saturdays, Sundays and Holidays.
- 16) Work occurs in all weather conditions.
- 17) On shift access to a cell phone and vehicle

Dress Code:

- 8) Shorts at least mid-thigh or pants
- 9) Closed toed shoes
- 10) T-shirt or long sleeve shirt
- 11) Vest with nametag
- 12) Hat (optional)
- 13) No drug, alcohol, or political statements
- 14) Sunglasses may be worn between inspections but should be removed when greeting boaters (prescription okay).

Example Inspector Meeting Check Off

Inspector Coach Name: _____

Inspector Name: _____

Date: __

Time: __

Before you approach inspector please observe the following:

- 1) Is inspector easily visible? Yes No
- 2) Is inspector dressed appropriately? Yes No
- 3) If inspector is not currently performing inspection are they alert and attentive? Yes
No
- 4) If inspector is currently performing an inspection, observe their procedure and make note of any compliments or corrections you may want to address.

Approach the Inspector and go through the following

- 1) Ask how they are doing, give them a chance to express concerns
- 2) Make sure they have all equipment/supplies.
 - a. Do they need a new charger? More paperwork of any kind?
- 3) Check their tablet for stored surveys. Remind them to upload them at end of shift.
- 4) Go through any information provided by AIS Coordinator. Example: Case numbers are incorrect here the correct
- 5) Address any compliments or corrections to inspection procedure you may have observed
- 6) Be sure to give the inspector another chance to ask any more questions

If any boats come through while you are onsite

Choose one of three options:

- 1) Let the inspector and the boater know that you are observing the inspector's performance
- 2) Assist with the inspection
- 3) Observe the inspection from your vehicle

Exhibit D

INSURANCE REQUIREMENTS

The 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 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: 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/Workers Compensation:
 - 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
- e. Environmental Insurance:
- \$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 of Wright and the Wright Soil and Water Conservation District.
4. Additional Insurance Conditions:
- a. Contractor's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the County of Wright and the Wright Soil and Water Conservation District. The County of Wright and the Wright Soil and Water Conservation District's insurance or self-insurance program shall be excess of Contractor's insurance and shall not contribute to it. Contractor's coverage shall contain no special limitations on the scope of protection afforded to the County of Wright and the Wright Soil and Water Conservation District and their agents, officers, directors, and employees. This section 4(a) shall not apply to Contractor's workers' compensation coverage.
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County of Wright and the Wright Soil and Water Conservation District 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 of Wright and the Wright Soil and Water Conservation District.
 - d. The 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 of 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 County of Wright and the Wright Soil and Water Conservation District and their agents, officers, directors, and employees.
 - f. 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:

Contractor shall provide the County of Wright and the Wright Soil and Water Conservation District with certificates of insurance and original endorsements showing that the 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 of Wright and the Wright Soil and Water Conservation District before work commences.

PROFESSIONAL SERVICES CONTRACT

RE: 2022 Wright County, MN Watercraft Inspection Program

This Agreement is made by and between Wright Soil and Water Conversation District (hereinafter Wright SWCD) and Bishop AIS Services LLC., (hereinafter Contractor), both hereinafter collectively referred to as “the Parties”.

WHEREAS, Wright SWCD has been appointed as the delegated authority by the Minnesota Department of Natural Resources to oversee and administer the Wright County Aquatic Invasive Species Inspection Program;

WHEREAS, The Wright County Aquatic Invasive Species Inspection Program will include inspections at the lake access locations as well at the operation of a Decontamination Unit in the City of Annandale, Minnesota;

WHEREAS, Wright SWCD desires to have the Contractor perform the inspection service and provide the necessary employees to perform the Aquatic Invasive Species to operate Wright County’s Aquatic Invasive Species Inspection Program;

NOW THEREFORE BE IN RESOLVED, and based upon mutual promises, covenants and obligations herein contained, the Parties hereby agree as follows:

AGREEMENT SPECIFICATIONS FOR AIS INSPECTIONS

- 1) The Agreement shall commence on April 1, 2023 and continue through December 31, 2023. The total amount of compensation to be paid to the Contractor by Wright SWCD is estimated to be _____ hours of inspections (Level 1) , _____ hours of decontamination (Level 2) and _____ hours of coaching. Over the term of the contract the Contractor will be paid an administrative fee in the amount of \$_____. Half of the administrative fee (50%) will be paid with the first invoice from the contractor, but no earlier than April 1, 2023. The remainder of the administrative fee will be paid in six equal installments on or by the first of every month through October 31, 2023. The contractor will include the installment payments in the monthly invoices it provides the Wright SWCD.
- 2) Entering and exiting survey data will be collected at the various lake public accesses for each incoming and out coming boat and access user. Inspection and decontamination data will also be collected at the courtesy decontamination site. The Contractor will use this data to review the workmanship of watercraft inspectors as it becomes publicly available from the Minnesota Department of Natural Resources (MFN DNR). In the event the SWCD identifies performance issues it will notify the contractor and the inspectors identified with performance issues will be provided additional coaching by the contractor. If two or more issue are identified by the SWCD with an inspector, and coaching has not satisfactorily resolved the issue, the SWCD may in its sole discretion revoke the inspector authority for the person identified with performance issues.
- 3) Wright SWCD will provide adequate number of electronic devices and identifying clothing for watercraft inspectors. The Contractor will replace any lost, stolen, or damaged electronic devices and accessories associated therewith.
- 4) **Public Access Inspections.** The Contractor will provide inspectors at public lake access throughout Wright County pursuant to the hours and times listed in Appendix A. The Public Access inspection program will begin May 5, 2023. The Public Access Inspection Program will terminate on October 1, 2023. The Contractor and Wright SWCD agree the hours, times and lakes listed in Appendix A may increase or decrease depending on funding from the Minnesota Department of Revenue and donations from Independent Lake Associations. It is understood by the Contractor the hours listed in Appendix A are an estimate and not a guarantee. Additionally, the contractor may redirect, reschedule, and/or remove employees from a shift if adverse weather conditions (lightning, storms, etc.) and poor site conditions (non-functioning access ramps, etc.) arise.
- 5) **Decontamination Station:**
 - A. *Program Structure.* The Contractor will provide a level 2 inspector at the decontamination station located at 1300 Business Blvd, Annandale, MN 55302 with regular hours Sunday through Saturday 9am-7pm. Decontamination program will begin

May 12 and terminate on September 25.

B. Wright SWCD General Obligations:

- i. Wright SWCD will provide a Landa ECOS Decontamination Unit- Mobile Wash and Reclaim System (hereinafter "Landa ECOS").
- ii. Wright SWCD will work with Wright County to insure the Landa ECOS unit.
- iii. Wright SWCD will provide signage to help advertise the location of the Landa ECOS unit and Wright SWCD AIS Decontamination Program.
- iv. Wright SWCD will provide all necessary equipment and supplies for the operation of the Landa ECOS; which includes but not limited to: safety equipment, water, filter, and tools needed for minor repairs.
- v. Wright SWCD will help maintain the Landa ECOS unit and will pay the full cost of any needed repairs totaling \$100.00 or more, if repairs are needed and not due to operator error.
- vi. Wright SWCD will haul and store the Landa ECOS once the decontamination program had ended.

C. Contractor General Obligations

- i. The Landa ECOS shall only be operated by level two inspectors who are at least 18 years of age. The Contractor shall ensure that level two inspectors collect data from all incoming boats and water equipment users at the decontamination station and upload all information to the Minnesota Department of Natural Resources (MN DNR). The Contractor will use this data to review the workmanship of level two watercraft inspectors as it becomes publicly available from the MN DNR.
- ii. The Contractor and its employees shall only use the equipment in a careful and proper manner and will comply with all user manuals, laws, rules, ordinances, statutes, and training regarding the use, maintenance, and storage of the Landa ECOS unit.
- iii. The Contractor will ensure proper and secure storage and hauling equipment for the Landa ECOS unit.
- iv. The Contractor shall provide reliable and professional employees to run the Landa ECOS unit.

- v. The Contractor will maintain and keep the Landa ECOS unit clean and in good working order and repair during the partnership agreement. Repairs due to operator error will be covered by the Contractor.
 - vi. The Contractor will schedule employees in accordance with the program structure established by the Wright SWCD; however the contractor may redirect, reschedule, and/or remove employees from a shift if adverse weather conditions (lightning, storms, etc.) and poor site conditions arise.
 - vii. The Contractor and its employees shall not deface or disable any safety features or warnings on the Landa ECOS. The Landa ECOS shall not be operated unless all safety features are present and operable.
 - viii. The Contractor will fuel the unit with gasoline and kerosene. The contractor will purchase the fuels and submit copies of the receipts for reimbursement of actual cost.
- 6)** Inspectors shall perform in accordance with the guidelines published by the Minnesota Department of Natural Resources for either a Level 1 or Level 2 inspector. Primary responsibilities include:
- a. Gather information about watercraft launched at various public accesses through interview questions and observation and submit summarized data via the MN DNR data collection software.
 - b. Provide information about Aquatic Invasive Species (“AIS”) to boaters.
 - c. Inspect watercraft and water related equipment for AIS.
- 7)** Additional duties of inspectors include:
- a. Answer basic questions on the operation of CD3 waterless cleaning stations
 - b. Maintain and record observations related to Wright SWCD’s bait compost bins
- 8)** Each monitor will attend at least the required training from the for watercraft inspectors provided by the Minnesota Department of Natural Resources or Contractor/Wright SWCD Delegated Representative and attend at least one mid-season follow up training from the contractor/Wright SWCD.
- 9)** Contractor will schedule shifts starting and ending at various times. Start times should begin as early as 6am, end times should be as late as 8pm. Contractor may extend these start/end times with approval from Wright SWCD.
- 10)** Wright SWCD may require a certain quantity of early/late hours. Early hours are defined earlier than 8:59am, late hours are defined later than 5:00pm. Requirements are noted in Appendix A

- 11) Contractor will have a Corrective Action Plan (or equivalent) to improve unacceptable behavior or performance by inspectors or coach.
- 12) Contractor will have a COVID-19 Preparedness Plan and provide inspectors with personal protective equipment including but not limited to masks, hand sanitizer, disinfecting wipes, etc.
- 13) The Contractor shall act in all respects as an independent contractor under this Agreement and will be solely responsible for performance of services required hereunder as well as the means and manner of performance thereof. Nothing herein authorizes the Contractor to act as an agent or representative of the Wright SWCD or Wright County for any purpose.

14) Invoices.

- A. Billing by the Contractor to Wright SWCD for monitoring shall be at the rate of \$ ___ per hour for every Level 1 inspector. \$ ___ per hour for every Inspector coach. The Contractor will be paid \$ ___ per hour for every Level 2 inspector. Level 2 inspector hours can only be billed for time while the inspector is working with a decontamination unit. Level 2 inspector hours cannot be doubled (i.e. if two inspectors with Level 2 authorization are assigned to a location with a decontamination unit only one of the inspectors can be invoiced at the Level 2 rate, the other inspector shall be invoiced at the level 1 rate.) The Contractor's billing rate shall include the following: 1) employee's direct rate of pay, 2) worker's compensation insurance, 3) mandatory state and federal taxes, 4) unemployment insurance, 5) applicable skill testing, 6) employee benefits, and 7) documentation and record keeping (Application, W-4, W-2, and Form I-9). Wright SWCD shall pay the Contractor monthly for services provided hereunder after approval of invoice by the Wright SWCD Board of Supervisors The current schedule of board meetings is May 8, June 12, July 10, August 14, September 11, October 10. and November 13 (these are subject to change). Holidays (Memorial Day May 29, July 4, Juneteeth June 19 and Labor Day September 4) may be billed at time and a half.
- B. The Contractor shall provide the Wright SWCD with bi-weekly invoices indicating the number of hours worked at each location listed in Appendix A. Included with the invoice shall be proof of hours worked, broken down by date and ramp. Weekend hours start at 12:00 a.m. on every Friday and end at 11:59 p.m on the following Sunday. Hours worked on federal holidays shall be included in the weekend hour calculations but shall not exceed the maximum Holiday budget. Invoices must be received three business days prior to a board meeting to be processed for payment.
- C. In addition to invoices the Contractor shall provide a report including but not limited to the following information: upcoming schedule, changes to previous schedule, inspection coach reports, changes to staffing, any incidents of note, etc.

15) Amendments. Any amendment to this Agreement must be in writing and executed by both the Contractor and Wright SWCD.

16) Authorized Representatives. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses:

To Contractor:	To Wright SWCD
	Luke Johnson
	Wright SWCD
	311 Brighton Avenue, Suite C
	Buffalo, MN 55313

17) Termination. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice. Notice of termination shall be made by certified mail or personal delivery to the Authorized Representative of the party. Notice of termination is deemed effectively given upon delivery under the terms of this paragraph.

Contractor Indemnification. Wright SWCD shall indemnify and hold harmless the contractor and its representatives, agents, and employees from all claims, damages, losses, and expenses arising out of the activities of the other party in performance of, or in connection with, this Agreement.

18) Indemnification. The successful Contractor has agreed to indemnify and hold harmless the County of Wright and the Wright Soil and Water Conservation District and their officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by the Contractor (including its officers, employees, agents and subcontractors) arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of the Contractor, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth herein. The terms and provisions of this Section shall survive the expiration, suspension or termination of this Agreement.

19) Data Practices. The Contractor 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 Contractor and any of Contractor'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. The Contractor will immediately report to the SWCD any requests from third parties for information relating to this Contract. The SWCD agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the County of Wright and the SWCD and their officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws, regardless of the limits of insurance coverage.

20) Compliance with the law. (i.) The Contractor 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).

(ii). The Contractor 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 the Contractor 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 the Contractor 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 and the immediate declaration of a default on the terms of the letter of credit or surety.

- 21) Contractor Insurance.** Contractor shall comply with the insurance requirements set forth in **Appendix B**, attached to this Agreement and incorporated herein by reference and shall list the County of Wright and the Wright Soil and Water Districts as an additional insured on all insurance policies required herein.
- 22) Records.** All data collected, created, received, maintained, or disseminated by the Contractor because of this Agreement is governed by the Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act. Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Contractor agrees to provide Wright SWCD, Wright County, the Minnesota Department of Natural Resources, the Minnesota State Auditor, or any authorized representatives of either, access to and the right to examine, audit, excerpt and transcribe any books, documents or other records pertinent to this project and agreement. The Contractor further agrees to maintain these records for a period of six years from the completion of this project.
- 23) Merger/ Modification.** This Agreement represents the full and complete understanding of the Parties and supersedes any prior agreements or understandings, whether oral or written. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by the Parties.
- 24) Assignment of Contract.** The Contractor cannot assign the obligations of the Contractor under this Agreement without the specific written permission of the Wright SWCD.
- 25) Mediation Clause.** 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.
- 26) Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 27) Limited Approval.** Approval of this Agreement by the Wright SWCD in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.
- 28) Independent Contractor.** The Contractor shall act in all respects as an independent contractor under this Agreement and will be solely responsible for performance of services required hereunder as well as the means and manner of performance thereof.

Nothing herein authorizes the Contractor to act as an agent or representative of Wright County or the Wright SWCD for any purpose.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

Wright SWCD

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Appendix A

2022 Wright SWCD Tiered Access Program Structure

Start Date: 5/5/2023

End Date: 10/1/2023

Holiday Hours Allowed: 300

Expected Early/Late Hours: 15%

Access Program Ideal Hours:

Access	Weekend	Weekday	Total
Bass			
Beebe			
Buffalo			
Cedar			
John			
Mary (Howard Lake)			
Maple			
Pleasant			
Sugar			
Sylvia			
Waverly			
Other			
Total			

Other Access include:

Ann, Bass, Birch, Brooks, Camp, Charlotte, Cokato, Constance, Crawford, Dean, Deer, Dutch, Eagle, Fish, Fountain, French, Granite, Ida, Indian, John, Limestone, Lock, Moose, Maple (East), Maple (West), Martha, May (Ney Park), Nixon, Ramsey, Rock, Sullivan, Union

APPENDIX B

INSURANCE REQUIREMENTS

The 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 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: 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/Workers Compensation:

- 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
- e. Environmental Insurance:
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 - \$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 of Wright and the Wright Soil and Water Conservation District.
- 4. Additional Insurance Conditions:
 - a. Contractor's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the County of Wright and the Wright Soil and Water Conservation District. The County of Wright and the Wright Soil and Water Conservation District's insurance or self-insurance program shall be excess of Contractor's insurance and shall not contribute to it. Contractor's coverage shall contain no special limitations on the scope of protection afforded to the County of Wright and the Wright Soil and Water Conservation District and their agents, officers, directors, and employees. This section 4(a) shall not apply to Contractor's workers' compensation coverage.
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County of Wright and the Wright Soil and Water Conservation District 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 of Wright and the Wright Soil and Water Conservation District.
 - d. The 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 of 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 County of Wright and the Wright Soil and Water Conservation District and their agents, officers, directors, and employees.

- f. Contractor must obtain insurance policies from insurance companied having an “AM BEST” rating of A:VII or better and authorized to do business in the State of Minnesota.

5. Verification of Coverage:

Contractor shall provide the County of Wright and the Wright Soil and Water Conservation District with certificates of insurance and original endorsements showing that the 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 of Wright and the Wright Soil and Water Conservation District before work commences.

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