

Supplemental Number 1 to the Request for Proposal for Aquatic Invasive Species Inspection Programs in Wright County Minnesota.

January 22, 2019

The following questions were presented to the Wright Soil and Water Conservation District and are being publicly answered and provided to all potential bidders. A sample contract is also being provided upon request of one of the potential bidders.

Questions:

- 1) How many landings are being covered?
 - a. In past years 28 landings were covered. There is still some question as to which of these landings will be included in the Regional Inspection Program. This will be determined in mid-February. The precise number of landings included in the at-the-ramp program may also vary slightly based on the contractor bid.
- 2) What hours/days are they covered?
 - a. We don't dictate which hours or days are covered. For each landing we assign a specific number of Weekend hours and a specific number of holiday hours to be completed throughout the boating season. In general, these hours should be fairly evenly distributed throughout the season.
- 3) Can you give me an idea on the hours/days that the regional inspection location is open?
 - a. Hours vary throughout the season based on sunrise and sunset (see table below). Currently the expectation is to have at least one level 1 and one level 2 present during operating hours with additional level 1s during high traffic times (e.g. weekends, holidays)

Period	Open Time	Close Time	Number of Hours
April 1-13, 2019	6:30 am	8:30 pm	14.0
April 14-27, 2019	6:00 am	8:30 pm	14.5
April 28-May 11, 2019	5:30 am	9:00 pm	15.5
May 12-25, 2019	5:30 am	9:00 pm	16.0
May 26-June 8, 2019	5:00 am	9:30 pm	16.5
June 9-22, 2019	5:00 am	9:30 pm	16.5
June 23-July 6, 2019	5:00 am	9:30 pm	16.5
July 7-20, 2019	5:00 am	9:30 pm	16.5
July 21-August 3, 2019	5:30 am	9:30 pm	16.0
August 4-17, 2019	5:30 am	9:00 pm	15.5
August 18- 31, 2019	6:00 am	9:00 pm	15.0
September 1-14, 2019	6:00 am	8:30 pm	14.5
September 15-28, 2019	6:30 am	8:00 pm	13.5
September 29-October 12, 2019	6:30 am	7:30 pm	13.0

- 4) I own a Landa Decontamination unit, what brand are you using?
 - a. Our decontamination unit is a Landa ECOS trailer.

- 5) If awarded an interview, could the date for the interview be flexible? If not, could the interview be done via video call?
 - a. There would be availability on Feb 7th otherwise would could accommodate a video call if necessary.

- 6) On the Schedule of Prices, the Unit of Measure for Truck Rental is "Daily rental" and the approximate quantity is 60, could you please clarify what the number 60 represents?
 - a. The quantity 60 is the number of days. The reason it is at this quantity is in case the decon unit needs to be hauled daily in the early or late season. With the current set up of the Regional Inspection Station it should not need to be moved at all.

- 7) Could you share a listing of lakes/launches where Level I inspections will be conducted?
 - a. Please see the answer to question 1 and the attached sample contract. The Regional Inspection Program will have the greatest influence on which ramps are included and then the available budget based on the approved bid.

- 8) Could you share a listing of lakes/launches where Level II inspections will be conducted?
 - a. The decontamination unit will only be operated at the Regional Inspection Station.

- 9) What is the location for the Regional Inspection Site?
 - a. 1300 Business Blvd Annandale, MN 55302

The following is for information purposes only. The final contract entered into between the successful bidder and the SWCD may be different than this sample:

**SAMPLE
PROFESSIONAL SERVICES CONTRACT**

RE: 2019 Wright County, MN Watercraft Inspection Program

This Agreement is made by and between Wright Soil and Water Conversation District (hereinafter Wright SWCD) and _____, (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 Regional Inspection Program 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 March 15, 2019 and continue through December 31, 2019. The total amount of compensation to be paid to the Contractor by Wright SWCD is estimated to be _____ hours. 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 on April 1, 2019. The remainder of the administrative fee will be paid in six equal installments on or by the first of every month through October, 2019.

- 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 data will also be collected at the Regional Inspection Program located in the City of Annandale. The Contractor will use this data to review the workmanship of watercraft inspectors as it becomes publically available from the Minnesota Department of Natural Resources (MN DNR). The delegated unit will occasionally reference this database to evaluate watercraft inspectors' performance and invoice integrity.

- 3) Wright SWCD will provide adequate number of electronic devices and identifying clothing for watercraft inspectors. Additionally, Wright SWCD will ensure that each access site has proper restroom facilities and/or port-a-potties. 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-function access ramps, etc.) arise. The Contractor will replace any lost, stolen, or damaged electronic devices and accessories associated therewith.

- 4) **Public Access Inspections.** The Contractor will provide monitors at public lake access throughout Wright County pursuant to the hours and times listed in Appendix A. 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 Natural Resources 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.

- 5) **Regional Inspection Program.** The Contractor will operate a Regional Inspection Program at 1300 Business Blvd, City of Annandale, MN 55302. The hours and staffing requirement for the regional inspection program are as listed in Appendix A of this agreement. The Regional Inspection Program will start April 1 or seven days after the ice is out on any one of the lakes listed as part of the Regional Inspection Program in Appendix A. The Regional Inspection Program will terminate on October 31, 2018. Notwithstanding the provisions in paragraph 13 "Termination," the Regional Inspection Program is subject to immediate termination by the Wright County Board of Commissioners or the Minnesota Department of Natural Resources. The Regional Inspection Program will include the Contractor having access to a decontamination unit

as provided in this agreement. The Wright SWCD will provide water and electrical utilities for the Regional Inspection Program.

- 6) Public Access Monitors and Regional Inspection Monitors 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) 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.
- 8) 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.
- 9) **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. when 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 13, June 10, July 8, August 12, September 9, October 14 (subject to change due to holiday).
 - 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. The invoice shall

detail the hours worked on the Fishing Opener Weekends (as defined in Appendix A), weekdays, weekends, and hours provided on July 4, 2019. 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. Invoices must be received three business days prior to a board meeting to be processed for payment.

10) DECONTAMINATION UNIT

A. Program Structure and Costs:

- i. *Program Structure.* The decontamination unit will be located at the Regional Inspection Program operated in the City of Annandale and will be operated during the normal operating hours for the Regional Inspection Program

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: fuel, kerosene, 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 regional inspection program had ended in November 2019.

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 publically 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 provide 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.

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

12) 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

13) 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.

- 14) 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.
- 15) Wright SWCD and Wright County Indemnification.** Contractor shall indemnify and hold harmless the Wright SWCD and Wright County and its delegated 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.
- 16) Contractor Insurance.** The Contractor shall obtain and maintain, for the duration of this Agreement or longer, a minimum insurance coverage of \$500,000.00 per occurrence. All coverage shall be underwritten by companies authorized to do business in the State of Minnesota. By requiring such minimum insurance, the Wright SWCD shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to the Wright SWCD. The Contractor shall list the Wright Soil and Water Conservation District and the County of Wright as additional insured parties. A copy of the certificate of insurance shall be provided to both the Wright SWCD and the County of Wright. The Contractor shall also maintain workers' compensation insurance.
- 17) 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.
- 18) 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.

19) Assignment of Contract. The Contractor cannot assign the obligations of the Contractor under this Agreement without the specific written permission of the Wright SWCD.

20) 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.

21) 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.

22) 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.

23) 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: _____

Appendix A

The following is for information purposes only. This is not a finalized list of inspection hour requirements. This listing is from 2018 and is not in any way a guarantee of what will actually be assigned in 2019. The final list will be published in March 2019.

2018 Wright SWCD Tiered Access Program Structure

Tier 1 Lakes:

1. Beebe Lake
2. Lake Pulaski

Tier 2 Lakes:

1. Maple Lake (west access)
2. Mink Lake
3. Cokato Lake

Tier 3 Lakes: On days when there are staffing gaps inspectors may be automatically pulled from one of the lakes listed below. In which case the removed hours will be made up later in the season

1. Ann Lake
2. Bass Lake
3. Buffalo Lake (North)
4. Lake Charlotte
5. Eagle Lake
6. Granite Lake
7. Howard Lake
8. Indian Lake
9. Limestone Lake
10. Maple Lake (east access)
11. Mary Lake
12. Ramsey Lake
13. Little Waverly Lake

Tier 4 Lakes:

1. Lake Constance
2. Martha Lake

Tier 5 Lakes:

1. Sugar Lake (south)

Tier 6 Lakes:

1. Sugar lake (north)

Tier 7 Lakes:

1. Cedar Lake (DNR)

Tier 8 Lakes

1. Cedar Lake (Schroeder)

Tiered Access Program Ideal Hours:

Access	Tier	Fishing Opener	Summer	Summer2	September	Total
		Weekend	Weekday	Weekend	Weekend	
Sugar S	5	90	410	450	90	1040
Sugar N	6	90	270	450	90	900
Cedar Schroeder	8	60	300	250	60	670
Cedar DNR	7	60	150	320	60	590
Beebe	1	0	220	190	0	410
Pulaski	1	0	220	190	0	410
Maple W	2	0	170	100	0	270
Mink	2	0	170	100	0	270
Cokato	2	0	170	100	0	270
Howard	3	0	90	60	0	150
Buffalo N	3	0	90	60	0	150
Waverly	3	0	90	60	0	150
Buffalo S	3	0	90	60	0	150
Eagle	3	0	90	60	0	150
Maple E	3	0	90	60	0	150
Granite	3	0	90	60	0	150
Bass	3	0	90	60	0	150
Ann	3	0	90	60	0	150
Limestone	3	0	90	60	0	150
Charlotte	3	0	90	60	0	150
Ramsey	3	0	90	60	0	150
Indian	3	0	90	60	0	150
Mary	3	0	90	60	0	150
Martha	4	0	40	30	0	70
Constance	4	0	40	30	0	70
Total		300	3420	3050	300	7070

Column1	Fishing Opener	Summer	September
Number of Weeks	3	15	3
Start Date	5-May	25-May	8-Sep
End Date	20-May	3-Sep	23-Sep

Labor Category	Hours
Decontamination	3205
WRIP Inspection Minimum Hours	3205
WRIP Additional Inspection Hours	658
WRIP-Rover	1712

Table 1. Regional Inspection Operating Hours

Period	Open Time	Close Time	Number of Hours
April 1-14, 2018	6:30 am	8:30 pm	14
April 15-28, 2018	6:00 am	8:30 pm	14.5
April 29-May 12, 2018	5:30 am	9:00 pm	15.5
May 13-26, 2018	5:00 am	9:00 pm	16
May 27-June 9, 2018	5:00 am	9:30 pm	16.5
June 10-23, 2018	5:00 am	9:30 pm	16.5
June 24-July 7, 2018	5:00 am	9:30 pm	16.5
July 8-21, 2018	5:00 am	9:30 pm	16.5
July 22-August 4, 2018	5:30 am	9:30 pm	16
August 5-18, 2018	5:30 am	9:00 pm	15.5
August 19-September 1, 2018	6:00 am	9:00 pm	15
September 2-15, 2018	6:00 am	8:30 pm	14.5
September 16-29, 2018	6:30 am	8:00 pm	13.5
September 30-October 13, 2018	6:30 am	7:30 pm	13
October 14-31, 2018	7:00 am	7:00 pm	12