



Building a Better World
for All of Us®

INVITATION TO QUOTE

TO: Quoters

FROM: Neil Heinonen, PE (Lic. MN)

DATE: October 12, 2023

RE: 2024 South Forestview Area Improvements
Baxter, Minnesota
2024 Winter Tree Clearing
SEH No. BAXTE 172114

Enclosed find the Quote Form, City Agreement Form, and Drawings for this project. Quotes are due:

Date: **October 27, 2023**
Day: **Friday**
Time: **12:00 p.m.**
Email: nheinonen@sehinc.com

Alternately, the Contactor may hand deliver the quote in a sealed envelope to Baxter City Hall, with
Attention: Neil Heinonen – SEH for 2024 Winter Tree Clearing for 2024 South Forestview Area
Improvements prior to the date/time noted above.

No Bid Bond is required.

Performance and Payment Bonds are not required.

Certificates of Insurance will be required (name City of Baxter (Owner) and SEH as additional insured).

The Contractor shall secure all other necessary agency permits, approvals, and notifications. Contractor shall also become registered with the City if they are not currently registered.

Quote Notes:

The following are noted for this quote.

- In the event of a discrepancy or math error on the Quote Form, the unit prices identified on the bid form will govern. The Total Quote Amount calculated from the unit price extension will be used for the final contract amount.
- This project will measure “Clearing” by the ACRE as measured on the ground surface, it will not factor in overhead crown coverage of trees.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 101, Brainerd, MN 56401-3540

218.855.1700 | 866.852.8880 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Background:

The City of Baxter needs to clear a number of trees in the South Forestview neighborhood in Baxter in connection with the 2024 South Forestview Area Improvements project. To address concerns with the project possibly affecting certain threatened and endangered wildlife species (bats), the City is performing most of the necessary tree clearing operations prior to March 29, 2024 for this project. This tree clearing contract will be separate from and completed ahead of the main 2024 South Forestview Area Improvements construction contract planned to start in the summer of 2024.

Scope:

The City of Baxter is seeking quotes from qualified Contractors to:

- Clear approximately 3.32 acres of trees and approximately 33 individual trees at the locations shown on the plans and marked by the City of Baxter.
- Remove and dispose of cleared trees and associated debris.
- Disposal and transporting operations shall be in conformance with all State and Local laws and regulations and in accordance with proper forestry disposal standards that prevent spreading insects and disease pests, no burning onsite will be allowed for this project.
- Cut off each tree at a point within 6 inches of the ground.
- Confines operations to trees marked for removal and stage operations and position lifting equipment in the adjacent public roadways, not in residential yards.
- Perform operations to limit interruption to traffic and provide necessary traffic control to alert road users of work areas and to protect work areas from the travelling public.
- Conduct all operations in a manner that will not damage or injure surrounding plant life and property.
- Protect all trees and plant materials which are not designated for removal.
- Provide necessary temporary erosion control and traffic control during construction.
- Regrade any disturbed turf areas to a level surface as directed by the City of Baxter.
- Note that grubbing (i.e. stump removal) will be completed under a separate contract by others.
- Notify City of Baxter staff if there is any evidence of bat colonies prior to commencing clearing work.

Project Start Date: City Council notice to proceed to Contractor is anticipated to be issued November 21, 2023.

Project Completion: March 29, 2024.

If you have any questions, please call Neil Heinonen, SEH directly at 320.250.2090 or via email at nheinonen@sehinc.com

nh/mrb
Enclosures
c: Scott Hedlund, SEH
Alex Voit, SEH
Trevor Walter, City of Baxter
Trevor Thompson, City of Baxter

QUOTE FORM

Contractor's Name _____

PROJECT IDENTIFICATION: **2024 South Forestview Area Improvements – Winter Tree Clearing**
Baxter, Minnesota
SEH No. BAXTE 172114

ARTICLE 1 – QUOTE RECIPIENT

1.01 This Quote is submitted to: **Honorable Mayor and City Council**
c/o Neil Heinonen
SEH
[**nheinonen@sehinc.com**](mailto:nheinonen@sehinc.com)

ARTICLE 2 – ATTACHMENTS TO THIS QUOTE

2.01 The following documents are attached to and made a condition of this Quote:

A. No additional documentation is required.

ARTICLE 3 – BASIS OF QUOTE

3.01 Quoter will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE					
Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
1	MOBILIZATION	LUMP SUM	1.00		
2	TREE CLEARING	ACRE	3.32		
3	TREE CLEARING	EACH	33.00		
TOTAL QUOTE FOR ALL UNIT PRICES					

Quoter acknowledges that estimated quantities are not guaranteed and final payment will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 – TIME OF COMPLETION

4.01 Quoter agrees that the Work will be substantially complete and completed and ready for final payment in accordance with the number of calendar days indicated in the Agreement

4.02 Quoter accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 – RECEIPT OF ADDENDA

5.01 Receipt of Addenda

A. Quoter hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

ARTICLE 6 – QUOTE SUBMITTAL

6.01 Date Submitted: _____, 20_____.

6.02 The Quote submitted by:

If Quoter is:

An Individual

Name (typed or printed):_____

By:_____ (SEAL)
(Individual's signature)

Doing business as:_____

A Partnership

Partnership Name:_____ (SEAL)

By:_____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed):_____

A Corporation

Corporation Name:_____

State of Corporation:_____

Name (General Business, Professional, Service, Limited Liability):_____

By:_____
(Signature - attach evidence of authority to sign)

Name (typed or printed):_____

Title:_____ (CORPORATE SEAL)

Attest:_____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ is ____ / ____ / ____.
(State Where Project is Located)

Contact Information

Quoter's Business Address:_____

Phone: _____ Facsimile: _____ E-mail: _____

State Contractor License No. _____. (If applicable)

END OF DOCUMENT

AGREEMENT

The parties, for valuable consideration hereinafter stated, this _____ day of _____, 2023, by and between the City of Baxter, hereinafter called the "City" and _____, hereinafter called the "Contractor" agree as follows:

1. The Contractor hereby covenants and agrees to perform and execute all of the provisions of the Specifications, this Contract, Plans and all its attachments which in total comprise the 2024 Winter Tree Clearing in connection with 2024 South Forestview Area Improvements, hereinafter referred to as the "Project".
2. The Contractor agrees that the work contemplated in the Project shall be fully and satisfactorily completed by March 29, 2024.
3. The City, upon accepting all work done by Contractor, shall pay Contractor for work completed per unit prices noted in the Quote Form. The Contact Price for this project is \$_____ as indicated in the Contractor's Quote, attached hereto as an exhibit.
4. Contractor shall indemnify and hold harmless the City from loss, liability, cost or expense (including reasonable attorney's fees) for bodily injury, death and property damage, but only to the extent same are caused by the negligence, misconduct or other fault of Contractor, its agents or employees, which arise out of work performed under this Project. The foregoing provision shall only benefit the City if the City notifies Contractor in writing of such claim within thirty days of same being reported to the City or its representative. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity or causes beyond Contractor's control.
5. Contractor agrees to maintain in effect during the entire Project insurance for Workers' Compensation with statutory limits, and personal injury and property damage with \$1,000,000 combined single limit liability per occurrence. The City and SEH, Inc. shall be named as an additional insured on said policy. Contractor shall furnish to the City a Certificate of Insurance evidencing such coverage and specifying that thirty days prior notice of cancellation shall be sent to the City.
6. Contractor is an independent contractor, and all persons employed to furnish services hereunder are employees of Contractor and not of the City.
7. This Agreement shall inure to, and bind the successors, assigns, agents and representatives of the parties.
8. This agreement contains the entire Agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified, except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.

9. This Agreement shall consist of the following attachments:

- a. This Agreement
- b. Contractor's Quote
- c. Certificate of Insurance
- d. Quote Request Memorandum/Plans/Specifications (and any addenda)

CITY OF BAXTER

By _____

It's _____

CONTRACTOR

By _____

It's _____

ATTEST

By _____

It's Clerk

CITY OF BAXTER, MINNESOTA

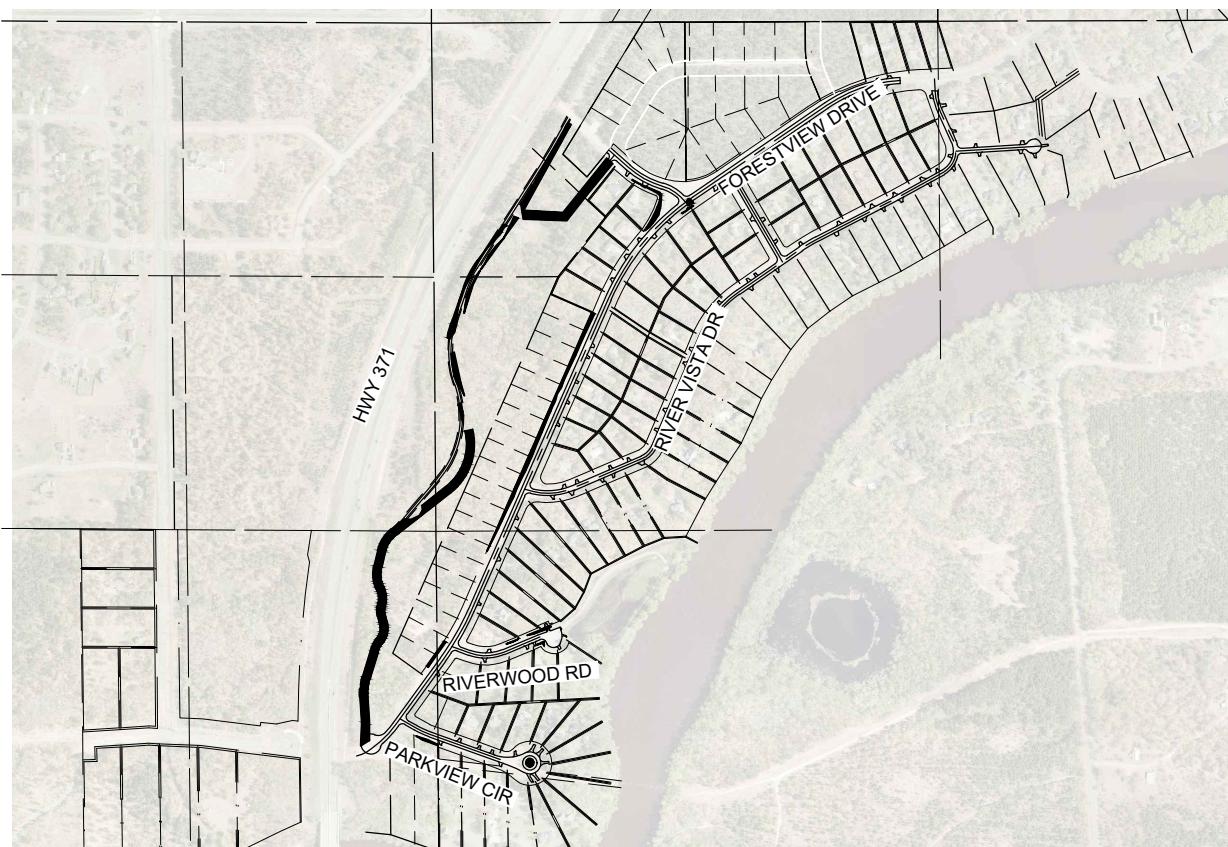
CONSTRUCTION PLANS FOR

SOUTH FORESTVIEW AREA IMPROVEMENTS

WINTER TREE CLEARING

CITY PROJECT NO. 4138

EXISTING	
RIGHT OF WAY	
PERMANENT EASEMENT	
PROPERTY LINE	
HORIZONTAL CONTROL POINT	
BENCHMARK	
SURVEY MARKER	
SOIL BORING	
SANITARY SEWER AND MANHOLE	
FORCE MAIN AND LIFT STATION	
SANITARY SEWER SERVICE & CLEANOUT	
WATER MAIN, HYDRANT, VALVE AND MANHOLE	
WATER SERVICE AND CURB STOP BOX	
STORM SEWER, MANHOLE AND CATCH BASIN	
CULVERT AND APRON ENDWALL	
GAS MAIN, VALVE, VENT AND METER	
HANDHOLE	
BURIED FIBER OPTIC CABLE AND MANHOLE	
BURIED PHONE CABLE, PEDESTAL AND MANHOLE	
BURIED TV CABLE, PEDESTAL AND MANHOLE	
BURIED ELECTRIC CABLE, PEDESTAL, MANHOLE, TRANSFORMER AND METER	
OVERHEAD WIRE, POLE AND GUY WIRE	
LIGHT POLE	
TRAFFIC SIGNAL	
STREET NAME SIGN	
SIGN (NON STREET NAME)	
RAILROAD TRACKS	
DECIDUOUS AND CONIFEROUS TREE	
BUSH / SHRUB AND STUMP	
EDGE OF WOODED AREA	
WETLAND	
BUILDING	
FENCE (UNIDENTIFIED)	
BARBED WIRE FENCE	
CHAIN LINK FENCE	
ELECTRIC WIRE FENCE	
WOOD FENCE	
WOVEN WIRE FENCE	
PLATE BEAM GUARDRAIL	
CABLE GUARDRAIL	
POST / BOLLARD	
RETAINING WALL	
PROPOSED	
6+00	STREET CENTERLINE
RIGHT-OF-WAY	
PERMANENT EASEMENT	
TEMPORARY EASEMENT	
CONSTRUCTION LIMITS	
FM	SANITARY SEWER, BULKHEAD AND MANHOLE
CO	FORCE MAIN
	SANITARY SERVICE AND CLEANOUT
W	WATER MAIN, TEE, HYDRANT, BULKHEAD AND VALVE
	WATER VALVE MANHOLE, REDUCER, BEND AND CROSS
	WATER SERVICE AND CURB STOP BOX
	STORM SEWER, MANHOLE AND CATCH BASIN
	CULVERT AND APRON ENDWALL
	DRAIN TILE
	DITCH / SWALE
	RIPRAP
	STREET NAME SIGN
	SIGN (NON STREET NAME)
	RETAINING WALL



LEGEND

PROJECT LOCATION
TREE CLEARING

GOVERNING SPECIFICATIONS
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN EXCEPT AS MODIFIED FOR THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

INDEX

SHEET NO.	DESCRIPTION
1 2-4	TITLE SHEET TREE CLEARING PLANS

THIS PLAN CONTAINS 4 SHEETS.

PROJECT LOCATION



BAXTER, MINNESOTA



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

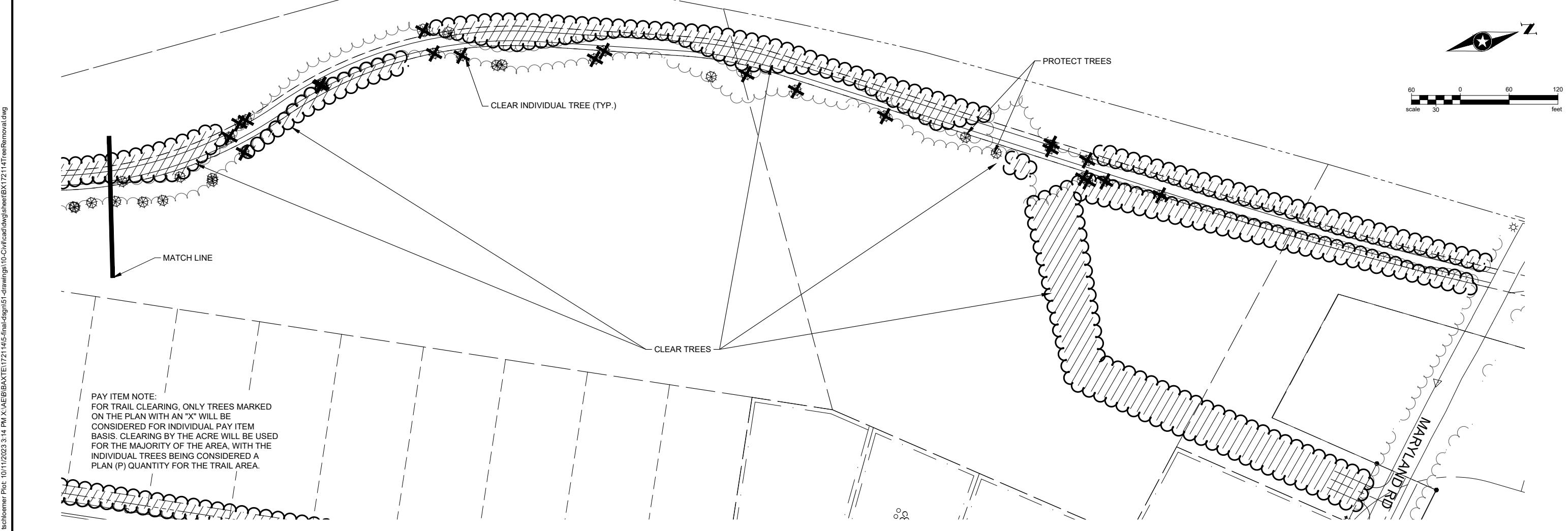
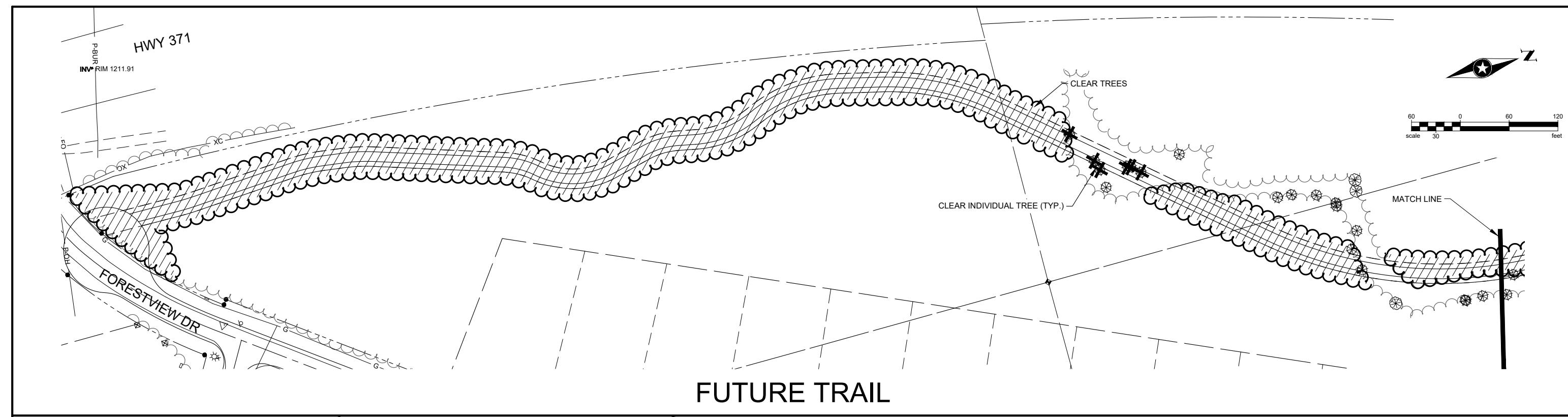
PROJECT NO.
BX172114

NEIL D. HEINONEN
Signature
Date: 10-11-2023
Lic. No. 46229



Know what's below.
Call before you dig.

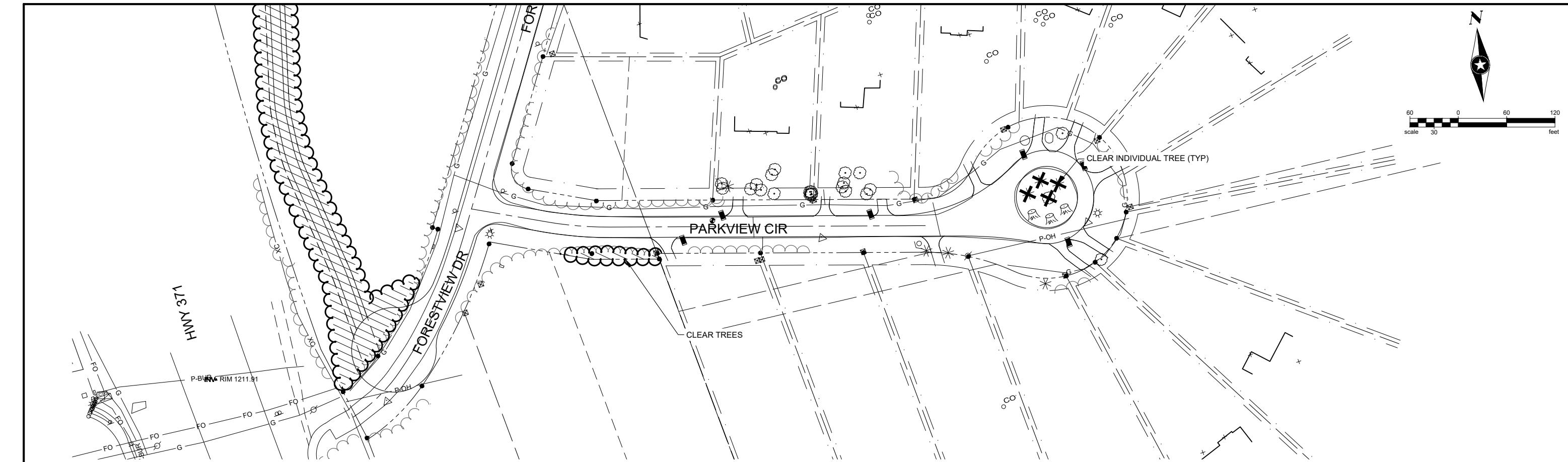
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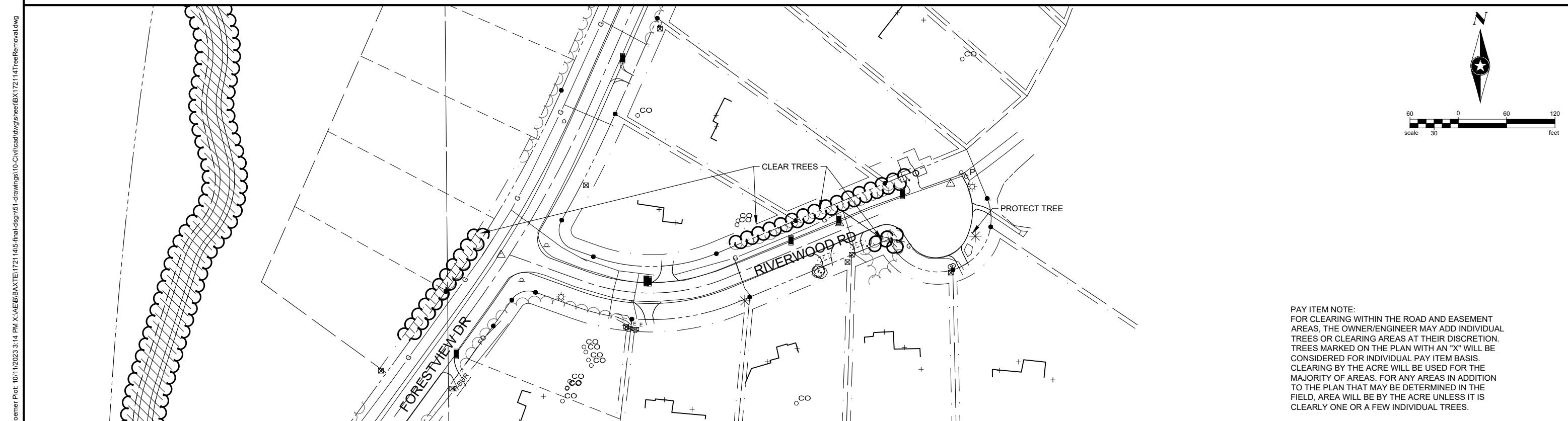
SEH Project	BAXTE172114	Rev.#	Revision Issue Description	Date	Rev.#	Revision Issue Description	Date	SEH	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	
Drawn By	TJS								NEIL D. HEINONEN	
Designed By	TJS								DATE	10-11-2023
Checked By	NDH								LICENSE NO.	46229

SOUTH FORESTVIEW TREE CLEARING
BAXTER, MINNESOTA

TREE CLEARING PLAN



PARKVIEW CIR & RIVERWOOD RD



PAY ITEM NOTE:
FOR CLEARING WITHIN THE ROAD AND EASEMENT AREAS, THE OWNER/ENGINEER MAY ADD INDIVIDUAL TREES OR CLEARING AREAS AT THEIR DISCRETION. TREES MARKED ON THE PLAN WITH AN "X" WILL BE CONSIDERED FOR INDIVIDUAL PAY ITEM BASIS. CLEARING BY THE ACRE WILL BE USED FOR THE MAJORITY OF AREAS. FOR ANY AREAS IN ADDITION TO THE PLAN THAT MAY BE DETERMINED IN THE FIELD, AREA WILL BE BY THE ACRE UNLESS IT IS CLEARLY ONE OR A FEW INDIVIDUAL TREES.

