

**U.P. Whitetails, Inc./
Wildlife Unlimited of Delta County
& Delta Conservation District (DCD)**

**Project SPEC
Bidding and Contract Document**

**Project Name: Delta County Forest – Wildlife Habitat
Improvement Project**

**Location: Cornell Twp., Delta County Michigan
T41N-R24W; Sec. 27, 28 & 34**

April 2019

**Due Date:
4:00 p.m. May 17, 2019**

BID SUMMARY

SUBMIT BID TO:

**Delta County Conservation District
6822 Hwy. 2, 41 & M35
Gladstone, MI. 49837**

5/17/2019 <small>OPENING BID DUE DATE</small>	PROJECT NAME Wildlife Habitat Improvement Project	LOCATION Cornell Twp., MI
Opening Bid Date/Time: May 17, 2019 @ 4:00 p.m.		
BID: WE PROPOSE TO FURNISH, PERFORM AND COMPLETE THE ENTIRE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN CONSIDERATION OF THE BID PRICE (\$S) STATED BELOW.		
<small>FIRM NAME AND COMPLETE ADDRESS</small>		<small>TELEPHONE NUMBER and E-MAIL ADDRESS</small>
<small>BIDDER'S SIGNATURE AND TITLE</small>		<small>FEDERAL I.D. NUMBER</small> <small>(protected information required for processing payments)</small>
<small>DATE</small>	<small>WITNESS' SIGNATURE</small>	<small>DATE</small>

LUMP-SUM TOTAL BASE BID FROM BID SHEET

(use words) _____ Dollars \$ _____ (in figures)

NO PERFORMANCE BOND OR PAYMENT BOND ARE REQUIRED.

BIDDERS ARE ALSO CAUTIONED TO FAMILIARIZE THEMSELVES WITH ALL OF THE CONDITIONS OF THE CONTRACT.

Project Scope of Work: Intent of work is to have Bidder provide services for each scope item that bidder provides a bid on: to establish wildlife habitat which includes: wildlife opening creations, walking trail creations, vegetative seedings, tree and shrub plantings with all permits, laws, regulations and requirements listed in this contract.

Specifications: See work specification sheet and Appendix A. The Delta CD will issue the required State SESC (part 91) permit.

The Bidder must figure their Base Bid on the specified contract conditions. No "or equal" or substitution proposals will be permitted after Bid opening. **This sheet must be filled-out and submitted in your Bid packet.**

<small>FIRM NAME</small>	<small>TELEPHONE NUMBER and E-MAIL ADDRESS</small>
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BID SCHEDULE

Base Bid Schedule - The Bidder will complete the Work and accept as full payment, for the Work scope items listed, the following Unit Prices and/or Item Bid Prices, as applicable. Attention: Bidder may bid on all scope items listed below or individually. Bids will be award per individual work scope item. Individual Bid items marked by dot. Bid each individual work scope item separately and then add each individual Bid to calculate the Lump-Sum Total Base Bid and enter figure on Bid Summary sheet. **This sheet must be used and filled-out and submitted in your Bid packet.**

Description of work scope items

**Lump-Sum
Bid Price**

Wildlife Opening Creation (12 acre) & Walking Trail Creation (3 acre)

- Mechanical sapling grinding (15 acres)

- Mechanical Landscape (ground) leveling (15 acres)

Wildlife Vegetative Seeding (22 acre)

- Herbicide, fertilize, disc, & seed (22 acres)

Tree Planting with Shelters (Oak)

- Supply 150: 5 ft. – 6 ft. Red or White Oak Trees & shelters

- Plant 150: 5 ft.- 6 ft. Oak trees & apply shelters

Tree Planting (White Spruce)

- Supply 25,000: White Spruce containerized seedlings

- Plant 25,000 White Spruce seedlings

Shrub Planting (Red Osier Dogwood)

- Supply 5,000: Red Osier Dogwood containerized seedlings

- Plant 5,000 Red Osier Dogwood seedlings

Lump-Sum Total Base Bid (total of Lump-Sum Bid Prices for all scope Items):

Each Work Scope Item Above Is Described In Bidding Requirements & Contract Conditions and “Appendix A”.

REFERENCES

PROPOSED PROJECT RESPONSIBLE PERSON _____

Attach brief resume or list of similar successful projects.

LIST OF SIMILAR PROJECTS COMPLETED BY THE BIDDER

Please list at least two completed projects of similar size and complexity to the project being bid, with reference contact information

REFERENCE # _____

Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

Scope of Project/Contract: _____

REFERENCE # _____

Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

Scope of Project/Contract: _____

REFERENCE # _____

Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

Scope of Project/Contract: _____

BIDDING REQUIREMENTS AND CONTRACT CONDITIONS

BID INFORMATION

- 1. Invitation to Bid (ITB)** – Your firm is invited to submit a Bid. The DCD will receive sealed Bids, delivered to: Delta Conservation District, 6822 Hwy. 2, 41 & M35, Gladstone, Michigan 49837, for the Wildlife Habitat Improvement Project until 4:00 P.M., eastern-time, on May 17, 2019, when all Bids duly received will be opened publicly and read aloud. U.P. Whitetails, Wildlife Unlimited & the DCD reserves the right to cancel this Invitation to Bid (ITB) or change the date and time for submitting Bids by announcing same at any time before the established date and time for Bid opening. Bids must remain open for acceptance by the DCD for no less than the Bid hold period. Contractor may agree to extend the Bid hold period. However, any such extension must be based upon no increase in the Bid Price and/or Contract Time.
- 2. Work Description** – The Work: Services for wildlife habitat creation. Individual work scope items as outlined in the contract Bid Schedule and "Appendix A".
The site is located in Cornell Twp. on Delta County property. T41N-R24W, Sec. 27, 28 & 34, Delta County Michigan.
- 3. Bidding Documents** – Sets of Bidding Documents may be obtained at www.deltacd.org; or by picking them up at the DCD Office located at 6822 Hwy. 2 (Pioneer Trail Park). For information call the DCD (906) 553-7700.
- 4. Bid Security** – Not required.
- 5. Equal Employment Opportunity** – Covenants to not discriminate in employment by Contractors, Subcontractors and Suppliers required by Law are contained in Instructions to Bidders and General Conditions and are applicable to the Work and any Sub-agreement under the Contract.
- 6. Contract Times** – The Contract Times and possible liquidated damages are specified in the Contract.
- 7. Contact Person** – All requests or inquiries concerning the Bidding Documents or the Work must be addressed to: Delta Conservation District - Rory Mattson - 6822 Hwy. 2, 41 & M35, Gladstone, MI. 49837 or call (906) 553-7700. Questions will be accepted until local time of Bid opening.
- 8. Award** – Subject to any agreed extension of the period for holding Bids, Bids must remain valid for acceptance by the DCD for ?? Calendar Days after the date of Bid opening. In addition, U.P. Whitetails, Wildlife Unlimited & the DCD expressly reserves the right, and sole discretion, to reject any or all Bids, to waive any irregularities, to issue post-Bid Addenda and re-bid the Work without re-advertising, to re-advertise for Bids, to withhold the award for any reason that they determine and/or to take any other appropriate action. U.P. Whitetails, Wildlife Unlimited & the DCD intend to award the contract to the responsive and responsible best value bidder.
- 9. Performance and Payment Bonds** – A performance bond or payment bond are not required.

INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BID:** Execute Bid fully and properly. Bid Form Attachments must be used and completely filled out for the Bid to be considered responsive and meeting the requirements of the contract solicitation. All Bid prices must be printed or typed in both words and figures.
2. **BID CHECKLIST:** Submit one Bid Form with original signatures plus Bid Form Attachments in a sealed envelope. On the outside of the envelope, identify: i) Delta County Forest – Wildlife Habitat Improvement Project; ii) Bidder's name, complete address and phone number; and "Sealed Bid Enclosed" written on the envelope.

REFERENCES

- Identification of the proposed project superintendent, with a resume or list of similar projects handled by that individual.
 - A list of at least two (2) projects completed by the Bidder, within the last three (3) years of similar size and complexity, with contact information for references for each.
3. **BID SUBMISSION:** Deliver Bid package to the Delta Conservation District before the opening time when Bids will be publicly opened and read aloud. Identify envelope as stated above.

Your proposal must be received on or before the Bid opening date and the time stated in the Bidding Documents. NOTE: Some express mail services guarantee delivery by 3:00 p.m. However, your Bid WILL NOT BE ACCEPTED if not received on time.

4. **BID GUARANTEE:** After Bid is awarded to successful bidder, no increase in the bid price and/or contract time will be allowed.
5. **CERTIFICATE OF AWARDABILITY:** The Contractor must not discriminate on the basis of religion, race, color, national origin, age, sex, marital status, height, weight, arrest record or disability.
6. **SIGNATURES:** All Bids, notifications, claims, and statements must be signed as follows:

- (a) **Corporations:** Signature of official must be accompanied by a certified copy of the Resolution of the Board of Directors authorizing the individual signing to bind the corporation.
- (b) **Partnerships:** Signature of one partner must be accompanied by a signed copy of the legal document (e.g. Power of Attorney or partnering agreement) authorizing the individual signing to bind all partners. If Bid is signed by all partners, no authorization is required.
- (c) **Individual:** No authorization is needed. Each signature must be witnessed.

7. **BID PRICES:** The Bidder's Base Bid prices must include if applicable: all services, obligations, responsibilities, management, supervision, labor, materials, devices, equipment, construction equipment, general conditions, permits, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, supplies, Bonds, insurance, taxes, mobilization, close-out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work, in a neat, first quality, workmanlike and satisfactory manner in accordance with the specifications and as otherwise required to fulfill the requirements of the Bidding Documents.
8. **INSPECTION OF BIDDING DOCUMENTS AND SITE CONDITIONS:** The Bidder must carefully review and inspect all documents referenced and made part of this ITB, site conditions, all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services under this contract. Failure to do so or failure to acquire clarifications and answers to any discovered conflicts, ambiguities, errors or omissions in the Bidding Documents will be at the Bidder's sole risk.
9. **SAFETY REQUIREMENTS AND LAWS:** The Bidder awarded the Contract must comply with all applicable federal, state and local Laws including health and safety regulations, environmental protection, permits and licensing.
10. **INTERPRETATIONS AND ALTERATIONS TO THE BID AND BIDDING DOCUMENTS:**
Bidders must not rely upon any oral statements or conversations regarding interpretations, clarifications, corrections, additions, deletions or other revisions or information to the Bidding Documents. Any addition, limitation or provision made with or attached to the Bid may render it non-responsive and/or irregular and be a cause for rejection. The DCD reserves the right to issue a post-Bid Addendum after opening the Bids and set a new date for the receipt and opening of sealed Bids. The Bidder acknowledges that any quantities of Unit Price Work given in this ITB are approximate only and payments will be made only for actual quantities of Unit Price scope Work items completed in accordance with the Contract Documents.

11. **MODIFICATION OF RECEIVED BID:** A signed modification of a Bid already received will be considered only if the modification shows increase or decrease to the original bid and is submitted in writing in the Bid form(s) and received before the Bid opening time and date.
12. **BID WITHDRAWAL:** Except for timely filed claims of mathematical or clerical errors granted by the DCD, no Bid may be withdrawn and changed after the Bid Opening time and date or before the Bid expiration date. The request to withdraw a Bid due to error must be submitted in writing along with the supporting documents within two Business Days after the date of Bid Opening.

The claim must describe in detail the error(s), include a signed affidavit stating the facts of the alleged error(s) and request that the Bidder be released from its Bid. The review of the claim and its supporting documents by the DCD is only for the purpose of evaluating the Bidder's request and must not create duty or liability on the DCD to discover any other Bid error or mistake. The sole liability of any Bid error or mistake rests with Bidder.

- 13. BID OPENING; OBJECTION TO THE AWARD:** Bids will be opened and publicly read at the opening time and date. A Bidder may file a written protest with the DCD to object to the Apparent Low Bidder. This objection must be filed within five Calendar Days after the date of Bid opening and must describe in detail the basis for the protest and request a determination. U.P. Whitetails, Wildlife Unlimited and the DCD will either dismiss or uphold the protest and notify the protestor within ten Calendar Days after receipt of the written protest.
- 14. BID IRREGULARITIES:** The following irregularities on any Bid Form or Bid Form Attachment must be resolved as follows, if applicable:
- (a) between words and figures, the words must be used;
 - (b) between any sum, computed by the Bidder, and the correct sum, the sum computed by the Bidder must be used;
 - (c) between the product, computed by the Bidder, of any quantity and Bid Unit Price and the correct product of the Unit Price and the quantity of Unit Price Work, the product extended by the Bidder must be used;
 - (d) between a stipulated Allowance and the amount entered, the Allowance must be used;
 - (e) any mobilization pay item exceeding the maximum specified must be ignored and the Bid must remain unchanged;
 - (f) if any Bidder fails or neglects to bid a Unit Price for an item of Unit Price Work but shows a "Bid Price" for that item, the missing unit price must be computed from the respective quantity and the Item Bid Price shown;
 - (g) if any Bidder fails or neglects to show a "Bid Price" for an item of Unit Price Work but bids a unit price, the missing Bid Price must remain as "zero"; and
 - (h) if any Bidder fails or neglects to enter a Bid Price in both words and figures, the Bid Price printed or typed, whether in words or figures, must be used.
- 15. CERTIFICATION:** The bidder certifies to the best of its knowledge and belief that, within the past three (3) years, the bidder, an officer of the bidder, or an owner of a 25% or greater interest in the bidder:
- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
 - (b) Has not had a felony conviction in any state (including the State of Michigan).
 - (c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.
 - (d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
 - (e) Has not been terminated for cause.
 - (f) Has not failed to pay any federal, state, or local taxes.
 - (g) Has not failed to comply with all requirements for foreign corporations.
 - (h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
 - (i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, that in the opinion of MDNR indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
 - 1. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
 - 2. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922
 - 3. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
 - 4. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
 - 5. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).
 - (j) Is not an Iran-Linked Business as defined in MCL 129.312.

A false statement, misrepresentation or concealment of material facts on this certification may be grounds for rejection of this proposal or termination of the award.

- 16. REJECTION OF BID:** The Bidder acknowledges the right of U.P. Whitetails, Wildlife Unlimited and the DCD to reject any Bids and to waive any informality, defects or irregularity in any Bid received. In addition, the Bidder recognizes the right to reject a Bid if:
- (a) the Bid is in any way incomplete or irregular;
 - (b) the Bidder, Subcontractor or Supplier is not responsible as determined by U.P. Whitetails, Wildlife Unlimited or the DCD;
 - (c) the Bidder's performance as a Contractor was unsatisfactory under a prior Contract with the State of Michigan for the construction, repair, modification or demolition of a facility, or under any other Contract, which was funded, directly or indirectly, by the State of Michigan;

- (d) there are reasonable grounds for believing that collusion or unlawful agreements exists between any Bidders, that a Bidder is interested in more than one Bid, or that the Bid is not genuine;
- (e) the Bid exceeds the funds available; or
- (f) the Bidder does not have a valid Certificate of Award ability or does not qualify for consideration given to bids received while final certification is still pending.

17. CONTRACT AND CONTRACT AWARD: U.P. Whitetails, Wildlife Unlimited & the DCD intend to award a Contract to the responsive and responsible best value bidder.

17.1 Determination of the lowest Bidder shall be on the basis of the Individual work scope item Bid sum.

17.2 The bids will be evaluated for best value based on price and qualitative components by comparing the qualitative components of the responsive and responsible Bidders.

17.3 The Apparent Low Bidder will be evaluated for responsiveness and responsibility based on the following:

- Compliance with the bid specifications and requirements.
- The Bidder's financial resources.
- The Bidder's technical capabilities.
- The Bidder's technical experience.
- The Bidder's past performance.
- The Bidder's insurance capacity.
- The Bidder's business integrity.

Some qualitative components that may be evaluated are:

- Technical approach.
- Quality of proposed personnel.
- References.

Best value will primarily be based on the lowest responsive and responsible bid.

18. CONTRACT TIME: All work in the Contract Documents must be completed in accordance with the individual scope items and Notice-to-Proceed Date issued by the Conservation District except for minor corrections or adjustments (***the DCD may delay the start date because of an act of God – weather conditions***). The Contract Time is very important and is of the essence based on grant funding deadlines.

19. MOBILIZATION: All the up-front costs incurred by the Contractor must be covered within the Bid sum. Five percent (5%) of the sum of the Bid may be requested in writing to the DCD for mobilization prior to starting work. The DCD will evaluate the written request and respond within five (5) working days with acceptance or denial.

20. SOIL EROSION AND SEDIMENTATION CONTROL: All Work under this Contract must meet the storm water management requirements of the Project and comply with the applicable Soil Erosion and Sedimentation Control (SESC) rules and regulations and specific provisions for same within the Contract Documents. The DCD will notify the Contractor of any violation(s) of the applicable SESC statutes and/or the corrective action(s) to be undertaken and/or may issue a stop work order. The DCD has the right to assess a fine to the Contractor for noncompliance with the provisions of the SESC regulations applicable to this Work and fines must be in addition to any other remediation costs or liquidated damages applicable to the Project. The DCD will meet with the contractor before any work begins and review permit specifications and requirements. The DCD will issue the SESC permit for this project. The contractor is only responsible to make sure that the permit requirements are followed.

INFORMATION FOR BIDDERS

1. UNDERGROUND UTILITIES

Not applicable for any work in this contract.

2. PERMITS, APPROVALS, LICENSES AND FEES

- 2.1 The DCD will issue the SESC Permit (Part 91) for the entire scope of work items. There are no associated charges or fees to the Bidder. Grant funds will cover the needed permit fee. Appendix (E - SESC).
- 2.2 Copy of the above-mentioned permit will be provided to the successful Bidder after the DCD meets with the contractor before any work begins and review of permit specifications and requirements.

Except for the above-mentioned permit, no other permits will be necessary because no wetland work is needed or authorized.

3. SEQUENCING REQUIREMENTS

Refer to "Appendix A", including, but not limited to the General Requirements, for information, data and criteria on sequences of Work restraints, construction, which, if provided, must govern the selection of Work sequences. Each Bidder must be responsible for any conclusions or interpretations the Bidder makes related to the selection of sequences and Means and Methods, based on the technical data made available, and/or those additional investigations or studies made or obtained by that Bidder.

4. SUBSURFACE CONDITIONS

Not applicable for any work in this contract.

5. OTHER PHYSICAL CONDITIONS

- 5.1 The Maps or Photos in appendix B, C, and D contain information or data that have been used in the preparation of the Bidding Documents, and that may be properly considered Authorized Technical Data concerning physical conditions of existing surface and subsurface. The DCD warrants that the attached documents identify all possible existing relevant conditions and property boundary that all work will be authorized in (appendix B, C, D).

GENERAL CONDITIONS

1. **Interpretations:** Any requests for clarifications or interpretations of the Contract Documents must be made in writing to the DCD, who will issue written clarifications or interpretations as appropriate. If the Contractor believes that such clarification or interpretation justifies an adjustment to the Contract Price/Time, the Contractor must promptly notify the DCD in writing before proceeding with the Work Involved.
- 1.1 **Standards:** The Contract Documents describe the entire Work. The provisions of the Contract Documents must govern over any standard specifications, manual or code of any technical society, organization or association but, if lower than the standards set by any Law applicable to the Work or the Project, the higher standards must govern. The Contractor's responsibilities extend to cover Subcontractors and Suppliers if liable as a result of their actions or obligations.
- 1.2 **Contract Time Computation:** The time to complete the Work must be made in Calendar Days and must include both the first and last day. The first day is established by the Notice-to-Proceed. This time period will be set by both the DCD and the contractor before work begins.
- 1.3 **Technical Specifications and Priority:** The following applies whenever priority is called for in Contract Documents: specifications must govern Drawings; figured dimensions must govern scaled dimensions; detail drawings must govern general drawings; Drawings must govern Submittals.
- 1.4 **Indemnification:** The Contractor is required to defend, indemnify and hold harmless the DCD, U.P. Whitetails, Wildlife Unlimited, County of Delta and the State of Michigan and their employees, agents, servants, and representatives from and against all claims, suits, demands, actions of whatever type and nature and all judgments, costs, losses and damages, whether direct, indirect or consequential including, but not limited to, charges of architects, engineers, attorneys and others and all court, hearing and any other dispute resolution costs arising from:
 - (a) any patent or copyright infringement by the Contractor;
 - (b) any damage to the premises or adjacent lands, areas, properties, facilities, rights-of-way and easements, including loss of use to the business and property of others as a result of Contractor's operations;

- (c) any bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use due to or related to the Work and caused in whole or in part by the Contractor or Subcontractor or Supplier's negligence, omissions or failure to maintain the required insurance and coverage and;
- (d) a failure by the Contractor to appropriately handle Hazardous Materials for the Work or the Contractor's operations in compliance with and/or applicable Laws and regulations.

The indemnification obligations are not affected by the limitation on the amount and types of damages, compensation or benefits payable by or for the Contractor or Subcontractor or Supplier under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

- 1.5 **Contract Documents Ownership:** U.P. Whitetails, Wildlife Unlimited, DCD and State of Michigan is the owner of the Contract Documents. The Contractor, Subcontractor or Supplier must not reuse any of the documents on any other Project without prior consent of the DCD. U.P. Whitetails and Wildlife Unlimited are the grant recipients from the State of Michigan (MDNR) and the DCD is the administrative agent for the contract.

2. GENERAL PROVISIONS

- 2.1 **Owner (County of Delta):** The County of Delta is the property owner, but in no way is responsible, liable or has anything to do with this contract for service. The DCD Field Representative will represent the County (signed agreement between Delta County & DCD) and grantees for this document. Only the designated DCD Field Representative (Rory Mattson) has the authority to interpret the requirements of the Contract Documents. Only the DCD, U.P. Whitetails and Wildlife Unlimited combined have the authority to authorize any changes in the Work or any adjustment in Contract Price.

- 2.2 **Professional:** Acting as the project representative during the Contract Time period, the DCD will endeavor to guard the County & Grantees from Defective work and to keep all informed of the progress of the Work. Unless delegated by specific written notice from the DCD, the field representatives do not have the authority to authorize any changes in the Work or any adjustment in Contract Price. The On-site Inspections by the DCD Field Representative do not relieve the Contractor from its obligation to provide the Work in accordance with the Contract Documents or represent acceptance of Defective Work.

- 2.3 **Contractor:** The Contractor must manage, supervise, and direct the Work competently, applying the management, supervision, skills, expertise, scheduling, coordination and attention necessary to provide the Work in accordance with the Contract Documents with a minimum disturbance to or interference to adjacent properties. The Contractor must assign and maintain a competent full-time **superintendent** on the Work, as its representative, at all times while Work is being done on site and must not be replaced without DCD consent. The Contractor shall enforce good order among its employees and shall not employ on the work any disorderly, intemperate, or unfit persons, or not skilled in the work assigned to them. The Contractor is solely responsible for his Means and Methods, safety precautions and programs related to safety, the Contractor's failure to execute the Work in accordance with the Contract Documents and any act of omissions by the Contractor, Subcontractor or Supplier. The Contractor must **compare Contract Documents for conflicts**, unworkable or unsafe specified Means and Methods and must notify the DCD in writing of the discovery of any such conflicts or errors.

The Contractor must maintain and furnish promptly to the DCD upon request **daily field reports** recording the on-site labor force and equipment (Contractor and Subcontractors); and other pertinent information. The Contractor is obligated to act to prevent threatened damage, death, injury or loss without any special instruction in **emergencies** and must give the DCD prompt written notice of any changes in Work resulting from the action taken for review and approval.

- 2.4 **Subcontractors and Suppliers:** The DCD assumes no contractual obligations to anyone other than the Contractor. No subcontractors may be used without prior permission by the DCD submitted by the successful Bidder in writing and approved. The DCD reserves the right to reject or revoke, for its convenience, any approved Subcontractor/Supplier. Work performed by any Subcontractor or Supplier must be through an appropriate written agreement that:
- (a) expressly binds the Subcontractor/Supplier to the requirements of the Contract Documents,
 - (b) requires such Subcontractor or Supplier to assume toward the Contractor all the obligations that the Contractor assumes toward the DCD, and
 - (c) contains the waiver of rights and dispute resolution provisions.

- 2.5 **Access to Payroll Records:** Contractor must pay all employees working on this project and submit proof upon request.

3. Bonds and Insurance:

- 3.1 The Performance Bond, Payment Bond and Bid Bond have been waived for this project.

- 3.2 The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage must be to protect the DCD, U.P. Whitetails, Wildlife Unlimited of Delta County, Delta County and the State of Michigan from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the DCD, U.P. Whitetails, Wildlife Unlimited of Delta County, Delta County and the State Michigan for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to

maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the DCD, U.P. Whitetails, Wildlife Unlimited, Delta County and the State Michigan.

The Insurance must be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the DCD, Delta County and the State of Michigan.

The DCD, Delta County and the State of Michigan reserves the right to reject insurance written by an insurer they deem unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES, THE CONTRACTOR MUST FURNISH TO THE DCD VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared by the Insurance Provider and not by the Contractor. All such Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED.

The Contractor is required to provide the type and amount of insurance below:

- (a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this project.

The Contractor must list the DCD, Delta County, State of Michigan, U.P. Whitetails and Wildlife Unlimited of Delta County its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

- (b) Vehicle Liability Insurance for bodily injury and property damage as required by law on any auto including owned, hired and non-owned vehicles used in the Contractor's business.

The Contractor must list DCD, Delta County, and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employers and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- (c) Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits.

NOTE:

- (i) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer;
- (ii) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and
- (iii) This provision must not be applicable where prohibited or limited by Michigan law.

- (d) Employer's Liability Insurance with the following minimum limits:

\$1,000,000 each accident
\$1,000,000 each employee by disease
\$1,000,000 aggregate disease

- 3.3 **Liability Insurance:** Liability insurance must be endorsed to list as additional insureds the DCD, Delta County, U.P. Whitetails, Wildlife Unlimited of Delta County and the State of Michigan. Worker's Compensation, Employer's Liability Insurance and all other liability insurance policies must be endorsed to include a waiver of rights to recover from the DCD, Delta County and the State of Michigan. The Contractor's liability insurance must remain in effect through the Correction Period and through any special correction periods. For any employee of the Contractor who is resident of and hired in Michigan, the Contractor must have insurance for benefits payable under Michigan's Worker's Compensation Law. For any other employee protected by Worker's Compensation Laws of any other state, the Contractor must have insurance or participate in a mandatory state fund, where applicable, to cover the benefits payable to any such employee. These requirements must not be construed to limit the liability of the Contractor or its insurers. The DCD, Delta County and the State of Michigan does not represent that the specified coverage or limits of insurance are sufficient to protect the Contractor's interests or liabilities.

The Contractor will be required to also provide all insurance coverage required by federal and/or state statute; including statutory Workers Compensation, protection and indemnity including Jones Act coverage with a minimum limit of coverage of \$2,000,000.00 liability coverage. This additional insurance must be endorsed to list as additional insureds the DCD, Delta County and the State of Michigan.

4. Prosecutions; Substantial Completion:

- 4.1 The Contractor must not start the Work at the site before the first day established by the Notice to Proceed and/or before all insurance is in effect. A pre-construction conference will be held onsite with the Contractor, DCD, U.P. Whitetails and Wildlife Unlimited representatives to review the Contractors Progress Schedule, qualifications of its key personnel, its proposed access to the site, traffic and parking, procedures for submittal, change orders, etc., and to exchange emergency contact information. This pre-construction meeting will also outline permit requirements and procedures (will be scheduled after Bid award). The Contractor must use its accepted Progress Schedule when making proposals or claims for adjustment in Contract Time/Price.
- 4.2 Except in an Emergency, all Work at the site must take place during daylight hours. The Contract Documents will allow work outside the normal hours, but the Contractor must provide a written notice to the DCD twenty-four hours before performing such Work and must reimburse the DCD any related increase in the costs incurred by these entities such as overtime charges.
- 4.3 If, upon inspection and completing all pre-requisite Work, the Contractor considers that a portion of the work or all of the Work is substantially completed, it must provide a list of items to be corrected or completed to the DCD for joint inspection. Within ten Calendar Days of this joint inspection, the DCD will deliver to the Contractor a list of incomplete/Defective work or a Certificate of Substantial Completion with a Punch List. The certificate must:
- (a) fix a reasonable date of Substantial Completion,
 - (b) fix a date for completion of the Punch List, and
 - (c) recommend the division of responsibilities between the DCD and Contractor for final completion.

Upon issuing the Certificate of Substantial Completion, the DCD will submit to U.P. Whitetails a request for contractor payment of completed Work subject to (a) withholding of two hundred percent of the value of any uncompleted Work, as determined by the DCD, and (b) any other deductions as the DCD may recommend or may withhold to cover Defective work, liquidated damages and the fair value of any other items entitling the DCD to a withholding.

5. Warranty; Tests, Inspections and Approvals; Corrections of Work:

- 5.1 **Correction of Work:** If any inspection or approval reveals Defective Work and the Work is rejected by the DCD, the Contractor, at its sole expense, must promptly, as directed, correct or remove the Defective Work from the site and replace it with non-Defective Work within the Correction Period. The Contractor must bear responsibility for its proportionate share of the Delay and costs resulting from the correction and/or removal and replacement of Defective Work. If the Contractor, within reasonable and agreed upon time after receipt of written notice, (a) fails to correct Defective Work or remove and replace rejected Work, or (b) fails to correct or complete items on any Punch List, or (c) fails to perform Work in accordance with the Contract Documents, or (d) fails to comply with any other provision of the Contract Documents, the DCD, directly or through others, after seven Calendar Days from the date of the written notice to the Contractor, may correct and remedy the Defective Work. To the extent necessary to correct and remedy such Defective Work, the DCD must be allowed to exclude the Contractor from all or part of the site. The Contractor must allow the DCD easy access to the site to correct such Defective Work. The DCD must be entitled to an appropriate decrease in Contract Price for all claims, costs, losses, damages and Delay incurred or sustained by the DCD which are attributable to the Contractor. Such costs may include, but not limited to, costs of correction or removal and replacement of Defective Work, costs of repair and replacement of other work destroyed or damaged by the action and related charges of the DCD.

6. Changes:

- 6.1 **Changes in the Work:** The DCD may, at any time, without notice to sureties, make any changes bilaterally or unilaterally, by a written Change Order, in the Work within the general scope of the Contract, including but not limited to changes in the Specifications or Contract Time. In a bilateral change order, the DCD may prepare a Bulletin describing the change being considered. Upon receiving the Bulletin, the Contractor establishes the cost and returns it to the DCD for review within 2 calendar days. The Contractor's proposal must be irrevocable after it is submitted to the DCD. If the DCD recommends acceptance of the Bulletin, the DCD will issue a written bilateral Contract Change Order to amend the Contract Documents. However, the DCD may issue a unilateral Change Order if the DCD and Contractor are unable to agree on the adjustment in Contract Price or Time. If the Contractor disagrees with such unilateral Contract Change Order, the Contractor must complete the Work and may deliver notice of a claim in accordance with the claim submittal process.

- 6.2 **Differing Site Condition:** The DCD does not warrant that any technical data, including the Project reference maps, provided by the DCD is necessarily sufficient and complete for the purpose of selecting Means and Methods, initiating, maintaining and supervising safety precautions and programs or discharging any other obligation assumed by the Contractor under the Contract Documents. If different or unknown site conditions are discovered, the Contractor must notify the DCD in writing before the conditions are disturbed or before proceeding with the affected Work. Upon review, if the DCD decides to agree with the differing site conditions, the DCD may issue a written Contract Change Order to amend the Contract Price or Time through the Bulletin authorization process. If the DCD decides to disagree with the Contractor and the Contractor disagrees with the DCD's decision, the Contractor must complete the Work and may deliver notice of a claim in accordance with the claim submittal process. No proposal or claim by the Contractor due to differing site conditions will be allowed (a) acts of God or weather conditions that may delay work (b) if the Contractor knew of their existence before submitting its Bid or if those conditions could have been discovered by any reasonable examinations for which the Contractor, as Bidder, was made responsible under the Bidding Requirements and/or (c) unless the Contractor's notice is provided on a timely basis and gives the DCD adequate opportunity to investigate the asserted differing site conditions.

- 6.3 Responsibilities for Underground Utilities:** Not applicable for any work in this contract.
- 6.4 Hazardous Material Conditions:** Not applicable for any work in this contract.
- 6.5 Incidents with Archaeological Features:** The Contractor must immediately notify the DCD in writing of any Archeological Feature deposits encountered at the site and must protect the deposits in a satisfactory manner. If the Contractor encounters such features, which result in an anticipated change to the Contract Price/Time, the DCD may issue a written Contract Change Order through the Bulletin authorization process.
- 6.6 Unit Price Work:** Quantities as listed have been carefully estimated but are not guaranteed. No adjustment due to quantity variations will be allowed. The individual Bid items are based on acres and number of trees/shrubs supplied or planted. Any adjustments prior to start of work will be based on such quantities. Bids should be made on rate per acre or number of tree/shrubs, then totaled for lump-sum Bid per individual Bid item, then totaled for other-all lump-sum Total Base Bid. This is done in case final work item is decreased in quantity, which in turn would decrease over-all contract Bid price (readjusted by the acre or number of tree/shrubs). This will protect both the contractor and the grant holders.
- 6.7 Changes in Contract Price:**
- 6.7.1 The Contractor's proposals or claims for Work Involved must detail all affected items of Work, whether increased, revised, added or deleted, and must be fully documented and itemized as to (a) individual adds and deducts in Work quantities and labor man-hours; (b) corresponding itemized cost of Work Involved; (c) materials and equipment cost including transportation, storage and suppliers' field services; and (d) Fee.
- 6.7.2 For Contractor's proposals or claims for adjustments in Contract Price arising from Delays, the Contractor's estimates must be as comprehensive and detailed as may be appropriate to support the proposal or claim. Examples of related information include labor manpower levels, production data and Progress Schedule revision. Natural or "Acts of God" weather related conditions or events will not be considered delays that the contractor will be able claim adjustments for or against.
- 6.7.3 If the Contract Documents use lump sum or Unit Prices for the Work Involved, those prices must be used in estimating the price change. Otherwise, the DCD may direct the Contractor to proceed (a) on a negotiated lump sum; or (b) on an actual cost basis with or without a guaranteed maximum; or (c) through a unilateral Change Order on a lump sum basis or a not-to-exceed basis, based on the DCD's estimate of the anticipated Cost of the Work Involved and a fee. Items making-up the Cost of the Work Involved must be allowable to the extent (a) consistent with those prevailing in the Project locality, (b) necessary, reasonable and clearly allocable to the Work Involved, and (c) limited to labor costs, subcontract costs, material and equipment costs, construction equipment costs and general conditions costs.
- 6.8 Changes in Contract Time:**
- 6.8.1 If a justified extension beyond the Contract Time is not reasonably anticipatable under the circumstances, the DCD may approve an extension to the Contract Time through the Bulletin authorization process at no additional cost to the DCD. Examples of events that may justify an extension in the Contract Time include acts of God, prolong rain & floods (weather conditions).
- 6.8.2 If, at any time during the life of this Contract, the Contractor finds that for reasons beyond its control, it will be impossible to complete the Work on or before the Contract completion date, a written request for a change to the Contract extending the time of completion must be submitted. Such a request must set forth in precise detail the reasons believed to justify an extension and must be in such format as the DCD may require.
- 6.8.3 When submitting a quotation for a Contract change authorization for extra work or change in plans, the Contractor must include as part of the quotation, a statement requesting any extra time necessary to complete the related Work. Lack of such a statement will serve as notification that the extra time will not be required to complete the Contract work and will waive the right to a later claim. The DCD will not authorize additional compensation to the Contractor for performing Contract Work during any extension period granted.
- 6.8.4 If the Progress Schedule and the funding allow for an early completion date, the Contractor may submit to the DCD for approval, a request to shorten the Contract Time. If approved by the DCD, the new Contract Time applies to the Project and liquidated damages, if any, will be assessed for any delays after the new completion date.
- 6.9 Price Reduction for Defective Cost or Pricing Data:** Whenever the Contractor signs a proposal for a change in the Contract or claim settlement, the Contractor will be deemed to have certified on behalf of itself, Subcontractors and Suppliers, to its best knowledge and belief that the proposal and its contents (a) were made in good faith and are consistent with the facts and the provisions of the Contract; and (b) are current, complete and accurate. If the Contract Price/Time is increased by any Change Order, claim or dispute settlement because the Contractor, Subcontractor or Supplier, at any tier, represented or furnished cost or pricing data of any kind that were false, contained math errors or were incomplete, the Contract Price must be correspondingly reduced by Change Order. If there is a good cause to doubt the Contractor's compliance with the Defective cost and pricing data requirements, the DCD must be entitled to make an appropriate withholding from any payment otherwise owed to the Contractor.

7. Payments

- 7.1 **Requests for Payment:** When each work scope item has been completed, the Contractor may submit to the DCD a Request for Payment on a form signed by the Contractor certifying Work completed and enclosing all supporting documentation. The DCD will request payment from U. P. Whitetails who will request payment from the State of Michigan (MDNR) and will pay the Contractor within 30 Calendar Days after the DCD receives and approves a certified Request for Payment from the Contractor. The Contractor will provide a certification in writing that the payment request submittal is true and accurate.
- 7.3 **Review of Request for Payment; Intent of Review:** As soon as possible after receipt of a Request for Payment, the DCD must certify the amount determined to be due or must return the Request for Payment to the Contractor indicating the reasons for withholding certification. The DCD's certification of any Request for Payment constitutes a representation to U.P. Whitetails and the State of Michigan that the Work has progressed to the point indicated; that to the best knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and grant requirements; and that the Contractor is entitled to payment in the amount certified. In the case of final payment, the DCD's certification of final payment and recommendation that the Work is acceptable must be a further representation that conditions governing final payment to the Contractor have been met.
- 7.4 **Refusal to Make or to Recommend Payment:** The DCD may withhold from any payment an amount based on the (a) DCD's refusal to recommend payment or (b) DCD's estimate of the fair value of items included in the payment request. The DCD will give the Contractor reasonably prompt written notice supporting such action. The DCD may refuse to recommend any part of any payment, or because of subsequently discovered evidence, inspections or tests or the value of the Punch List, nullify all or any portion of any payment previously recommended, as the DCD may consider necessary to protect the State of Michigan from loss because:
- (a) the Work is Defective requiring correction or replacement,
 - (b) the Contract Price has been reduced by Change Order,
 - (c) it has been necessary that the DCD correct Defective Work or complete Work,
 - (d) reasonable evidence exists that all or a part of the Work will not be completed within the corresponding Contract Time,
 - (e) the Contractor failed to comply with any requirements of the Contract, including, but not limited to the failure to submit Progress Submittals,
 - (f) the DCD reasonably believes or knows of the occurrence of an event justifying termination for cause.
- 7.5 **Request for Final Inspection:** The Contractor must complete the Substantial Completion Punch List within the Contract Time and date. The Contractor must assemble all required documentation before requesting final inspection in writing. The Contractor may request final inspection of the entire Work, or the part of the Work for which final payment is specified in the Contract Documents. Upon this written notice, and if deemed appropriate by the DCD, the DCD will make a final completion inspection with the Contractor and notify the Contractor of all incomplete or Defective Work revealed by the Final Inspection. The Contractor must immediately correct and complete the Work.
- 7.6 **Close-out Documents:** The Contractor must prepare and submit the following documentation before requesting final inspection or final payment: work scope items completed; amount requested for each work scope item and any other required documents.
- 7.7 **Request for Final Payment:** The Contractor may request final payment after correcting or completing each Bid work scope item to the satisfaction of the DCD and delivering close-out documentation. The Contractor's request for final payment must also enclose:
- (a) evidence of completed work and amount requested,
 - (b) a list of all pending insurance claims arising out of or resulting from the Work being handled by the Contractor and/or its insurer,
 - (c) Contractor's 'Guarantee and Statement' containing a statement of guaranteed indebtedness acceptable to the DCD in the full amount of the Contract Price, or a release of payment claims in the form of a release of liens, or a Bond or other security acceptable to the DCD to indemnify the DCD, U.P. Whitetails, Wildlife Unlimited and State of Michigan against any payment claim.
- 7.8 **Final Payment and Acceptance:** If the DCD is satisfied that the entire Work, or the part of the Work for which final payment is specified in the Contract Documents is complete and the Contractor's other obligations under the Contract Documents has been fulfilled, the DCD will furnish to U.P. Whitetails a certification of final payment and acceptance within 15 Calendar Days after receipt of the final payment request. If the DCD is not satisfied, the DCD will return the request to the Contractor indicating in writing the reasons for not certifying final payment. If the final payment request is returned, the Contractor must correct the deficiencies and re-request final payment. If the DCD concurs with this final request, the DCD will request final payment from U.P. Whitetails within 30 Calendar Days after receipt and certification of final payment, pay the balance of the Contract Price subject to those provisions governing final payment specified in the Contract Documents. If the DCD does not concur with the Contractor's final determination, the DCD will return the request for final payment to the Contractor with written reasons for refusing final payment and acceptance again.

7.9 Contractor's Continuing Obligation: The following does not constitute acceptance of the Work in the event the Work or any Work is not in accordance with the Contract Documents, and therefore does not release the Contractor from its obligation to perform and furnish the Work in accordance with the Contract Documents:

- (a) a certification by the DCD of any Request for Payment or final payment;
- (b) the issuance of a Substantial Completion certificate;
- (c) any payment to the Contractor;
- (d) any Partial Use;
- (e) any act of acceptance by the DCD or any failure to do so;
- (f) any review of progress;
- (g) any On-Site Inspection;
- (h) any inspection, test or approval;
- (i) any issuance of a notice of acceptability by the DCD; or
- (j) any correction of Defective Work or any completion of Work by the DCD.

7.10 Waiver of Claims: The making of final payment does not constitute a waiver by the DCD, U.P. Whitetails, Wildlife Unlimited and/or the State of Michigan of any rights as to the Contractor's continuing obligations under the Contract Documents, nor will it constitute a waiver of any claims by the above against the Contractor still unsettled, or arising from unsettled payment claims, Defective Work appearing after final inspection or failure by the Contractor to comply with the Contract Documents or the terms of any special warranties provided by the Contract Documents or by Law. The acceptance of final payment will constitute a waiver of all claims by the Contractor against the DCD, U.P. Whitetails, Wildlife Unlimited and/or the State of Michigan, other than those claims previously made in writing, on a timely basis.

8. Stop Work Orders and Suspension of Work: The DCD may order the Contractor in writing to defer, stop, suspend or interrupt all or part of the Work, in the event any of the following situations:

- (a) any Work is Defective,
- (b) any Work, when completed, will not conform to the Contract Documents,
- (c) any materials or equipment are unsuitable,
- (d) any workers are insufficiently skilled,
- (e) failure of the Contractor to implement appropriate measures for the SESC or other State and Federal permit requirements,
- (f) as the DCD may determine appropriate for its convenience. The Contractor is responsible for the Delays and any additional costs if at fault. Any justified increase in Contract Price/Time due to suspension of Work must be submitted within five Calendar Days of knowing the extent of Delays and before submitting the final payment.

9. Termination:

9.1 Termination for Breach: The DCD may elect to terminate all or any part of the Work if:

- (a) the Contractor fails to complete the Work, or a specified part of the Work, within the corresponding Contract Time; fails or refuses to supply sufficient management, supervision, workers, materials or equipment; or otherwise fails to prosecute the Work, or any specified part of the Work, with the diligence required to comply with the Contract Time(s);
- (b) the Contractor persistently disregards the authority of the DCD or violates or disregards a provision of the Contract Documents or the Laws of any Political Subdivision with jurisdiction;
- (c) the Contractor admits in writing, or the DCD otherwise establishes, the Contractor's inability or refusal to pay the Contractor's debts generally as they become due;
- (d) in response to the DCD's demand, the Contractor fails to provide adequate, written assurance that the Contractor has the financial resources necessary to complete the Work within the Contract Time;
- (e) the Contractor fails to comply with the Michigan Residency requirements (1984 PA 431, as amended, MCL 18.1241a); or is found to be in violation of Section 4 of 1980 PA 278 concerning unfair labor practices, or any nondiscrimination requirements imposed by Law;
- (f) at any time, the Contractor, Subcontractor or Supplier is in violation of unfair labor practices prohibited by Section 8 of Chapter 327 of the National Labor Relations Act, 29 U.S.C. 158; or
- (g) the Contractor violates or breaches any material provision of the Contract Documents, which provides contractually for cause termination or rescission of the Contract or of the Contractor's right to complete the Work.

Within two Calendar Days after the Contractor receives a notice requiring assurance of due performance for any of the above occurring non-conformances, the Contractor must meet with the DCD and present the Contractor's plan to correct the problems. If the DCD determines that the Contractor's plan provides adequate assurance of correction, that determination does not waive the DCD's right to subsequently default the Contractor or affect any rights or remedies of the DCD against the Contractor and/or surety then existing or that may accrue in the future. The DCD, after giving the Contractor and surety seven Calendar Days' written notice of intent to default, may declare the Contractor in default and terminate the services of the Contractor for cause. Unless otherwise agreed between the DCD and Contractor, at the expiration of the Seven-Calendar Day (intent to default) period, the Contractor must immediately stop all Work and proceed in accordance with the DCD's instructions. Following the expiration of the Seven-Calendar Day (intent to default) notice, the Contractor will be sent a default letter – notice of termination for cause.

If the DCD has terminated the Contractor, any such termination will not affect any rights or remedies of the DCD against the Contractor or surety, or both, then existing or that may accrue after termination. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work must remain in full force and effect after a termination for cause of the Contractor. The DCD may, in its sole discretion, permit the Contractor to continue to perform Work when the Contractor is in default or has been defaulted. Such decision by the DCD in no way operates as a waiver of any of the DCD's rights under the Contract Documents, nor in the event of a subsequent default, entitle the Contractor to continue to perform or prosecute the Work to completion.

- 9.2 Termination on Non-Bonded Project:** For non-bonded projects, such as this, the DCD will follow the termination protocol without involving a surety.
- 9.3 Termination for Convenience of the Owner:** Upon two Calendar Days' written notice to the Contractor and surety, or sooner if reasonable under the circumstances, the DCD (representing the County) may, without cause and without prejudice to any other right or remedy it may have, elect to terminate any part of the Work, or the Contract in whole or in part, as the DCD may deem appropriate for its convenience. Upon receipt of any such termination notice, the Contractor must immediately proceed in accordance with any specific instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the termination. In such termination, the Contractor must be paid in accordance with the terms of this Contract for only services rendered before the effective date of termination. Upon termination for convenience, the Contractor must be released from any obligation to provide further services and the DCD must have full power and authority to take possession of the Work, assume any agreements with Subcontractors and Suppliers that the DCD selects, and prosecute the Work to completion by Contract or as the DCD may deem expedient.
- 9.4 Termination for Lack of Funding:** If expected or actual funding is withdrawn, reduced or limited in any way before the completion date set forth in this Contract or in any amendment, the DCD, U.P. Whitetails and Wildlife Unlimited may, upon written notice to the Contractor, terminate this Contract in whole or in part.
- 10. Disputes:** All claims, counterclaims, disputes and other matters in question between the DCD and Contractor arising out of or relating to the Contract Documents must be submitted in writing to the DCD and otherwise processed and resolved as provided in this Article. The Contractor must carry on the Work with due diligence during all disputes or disagreements. Work must not be delayed or postponed pending resolution of any disputes or disagreements. The Contractor must exercise reasonable precautions, efforts and measures to avoid situations that would cause delay.
- 10.1 Notice of Claim:** Except for DCD claims for liquidated damages, no claim is valid unless it is based upon written notice delivered by the claimant to the other party promptly, but in no event later than thirty Calendar Days after the DCD's determination giving rise to the claim. The notice must state the nature of the dispute, the amount involved, if any, and the remedy sought. The claim submittal with all supporting data must be delivered within sixty Calendar Days after the determination giving rise to the claim. The responsibility to substantiate claims rests with the claimant. A claim by the Contractor must be submitted to the DCD for a recommendation or decision from the DCD. A claim by the DCD must be submitted to the Contractor. The DCD reserves the right to audit any Contractor claim. Pending final resolution of any claim under this Article, the Contractor must proceed diligently with the Work and comply with any decision of the DCD. For all Contractor claims seeking an increase in Contract Price or Contract Time, the Contractor must submit an affidavit, certifying that the amount claimed accurately reflects any Delay and all costs that the Contractor is entitled from the occurrence of the claimed event and that supporting cost and pricing data are current, accurate, complete and represent the Contractor's best knowledge and belief. The affidavit must be signed.
- 10.2 Recommendations or Decisions from the DCD:**
For claims if requested in writing by the Contractor, the DCD will render a recommendation or decision within thirty Calendar days after the request.

SPECIAL WORKING CONDITIONS

1. Contractor must comply with all security regulations. Access to and egress from the work site will be specifically designated by the DCD. The Contractor is solely responsible for their own equipment security. The Contractor must maintain at all times dust control measures to the satisfaction of the DCD. The contractor must not block any main road-way at any time to through traffic.

GENERAL REQUIREMENTS

SUMMARY OF WORK

1. General

1.1 General information covering the "Scope of Work" is specified on the Invitation to Bid and Appendix A. Additional information is as follows:

- (a) The scope of work is stated as: the intent of work is to have the Contractor provide services that will create or provide enhancement projects for wildlife habitat in compliance with all laws, permits, regulations and requirements listed in this contract.
- (b) The Contractor is responsible for and must follow all requirements outlined in this contract and the SESC permit issued for this project. There can be NO deviation or change in following the permitted requirements or this contract without submitting a written request to the DCD and receiving a written change of procedure authorization letter.

1.2 The Contractor must also follow all laws, rules, regulations and requirements outline in this contract.

MEASUREMENT AND PAYMENT

1. **Schedule of Values:** Before the submittal of a payment request on an individual work scope item the Contractor must submit a Schedule of Values to the DCD for review and approval if Bidding on more than one (1) individual work scope item of the various tasks that must be performed to complete all the Work. The schedule must show each task and the corresponding value of the task. The aggregate total value for all tasks must be equal to the total Contract sum. If Contractor is only Bidding on one (1) individual work scope item, that item must be totally completed before a payment request can be submitted, except for a mobilization payment request as stipulated in this contract.

COORDINATION

1. Project Coordination:

- (a) Before beginning Work the Contractor must coordinate with the DCD representative to implement the schedule for the Project and a written "Notice to Proceed" issued from the DCD.

REGULATORY REQUIREMENTS

1. **Laws:** The Contractor and its Subcontractors/Suppliers must comply with all Federal, State and local Laws applicable to the Work and site.
2. **Permits:** The DCD will be responsible in Issuing the SESC permit for the required work under this agreement.
3. **Safety and Protection:** The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State and local Laws governing the safety and protection of persons or property, including, but not limited to the Michigan Occupational Safety and Health Act (MIOSHA), 1974 PA 154, as amended, MCL 408.1001 et seq., and all rules promulgated under the Act. The Contractor is responsible for all damages, injury or loss to the Work, materials, equipment, fines, and penalties as a result of any violation of such Laws. The Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs and such responsibility must continue until such time as the DCD is satisfied that the Work, or Work inspected, is completed and ready for final payment. In doing the Work the Contractor must take all necessary precautions for the safety of, and must erect and maintain all necessary safeguards and provide the necessary protection to prevent damage, injury or loss to: (a) all employees on the Work and other persons who may be affected by the Work, (b) all the Work and materials and equipment to be incorporated into the Work, whether stored on or off the site, and (c) other property at or adjacent to the site, including trees, shrubs, roadways not designated for removal, relocation or replacement. In the event of severe weather, the Contractor must

inspect the Work and the site and take all reasonably necessary actions and precautions to protect the Work and ensure that public access and safety are maintained.

4. **Environmental Requirements:** The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State and local environmental Laws, standards, orders or requirements including but not limited to the National Environmental Policy Act of 1969, as amended, Michigan Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, Pollution Prevention Act, as amended, Resource Conservation and Recovery Act, as amended, and the National Historic Preservation Act, as amended.
5. *Nondiscrimination: For all DCD Contracts for goods or services in amount of \$5,000 or more, or for Contracts entered into with parties employing three or more employees; in connection with the performance of Work under this Contract, the Contractor and its Subcontractors and Suppliers must comply with the following requirements:*
 - 5.1 Not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight or marital status and take affirmative action to ensure that applicants are employed and the employees are not subject to such discrimination. Such action must include, but is not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
 - 5.2 To state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight or marital status.
 - 5.3 To send, or have its collective bargaining representative send, each labor union or representative of workers with which there is a collective bargaining agreement or other contract or understanding, a notice advising the labor unions or workers' representative of the commitments under this provision.
 - 5.4 To comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq.; the Michigan Persons With Disability Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et Seq.; and all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission (MCRC) which may be in effect on or before the date of Bid opening.

PROJECT PROCEDURES

1. **Signage and Safety:** The Contractor must post appropriate construction signs to advise the public and visitors of the limits of construction work areas, hardhat areas, excavations, construction parking and staging areas, keep out, warning – danger, etc. Advertising signage by contractors, subcontractors, or suppliers is not allowed.
2. **Barrier and Enclosures:**
 - (a) The Contractor must furnish, install and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the Work for protection of property, workers and the public. The Contractor must hold the DCD, Delta County, U.P. Whitetails, Wildlife Unlimited and the State of Michigan harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the Work under the Contract. The contractor may coordinate with the DCD to have appropriate road-way gates temporary closed during construction for added safety to the public.

PROJECT MEETINGS

1. **Pre-Construction Conferences:** The DCD will schedule a pre-construction conference to be attended by the DCD, Contractor, U.P. Whitetails, Wildlife Unlimited and any other needed entity. A project procedure will be established for the Work during the pre-construction meeting. This meeting will also serve to meet permit requirements (State) and review requirements. Once the Project has been started, the Contractor must carry it to completion without delay.
2. **Progress Meetings:** The DCD will schedule progress meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the Work or to inspect completed Work. The Contractor must be represented at each progress meeting by persons with full authority to act for the Contractor in regard to all portions of the Work.

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. The Contractor must furnish and install all temporary facilities and controls required by the Work, must remove them upon completion of the Work, and the grounds and existing facilities must be restored to their original condition.
2. The contractor is responsible for all SESC temporary and permanent control measures. The contractor is also responsible for all safety control measures.

Temporary Sanitary Facilities:

- (a) **Portable Toilets:** The Contractor must provide and maintain a sufficient number of portable temporary toilets in locations approved by the DCD. They must comply with all Federal, State and local code requirements. The Contractor must maintain the temporary toilets in a sanitary condition at all times and must remove them when the Work under this Contract is complete.

Field Office:

- (a) **On Site Trailer:** At the beginning of the Work, the Contractor may provide a field office and storage building at the site in a location acceptable to the DCD. The building may be a trailer. The Contractor may provide such other temporary buildings as he may require for the use of workers and safe storage for tools and materials.
- (b) On site trailers for temporary living must be approved in advance by the DCD.

MATERIAL AND EQUIPMENT

1. The Contractor must furnish and be responsible for all materials, equipment, facilities, tools, supplies and utilities necessary for completing the Work. All materials and equipment must be provided as described in the Contract Documents and of good quality, free of defect and new and must be applied, installed, connected, erected, used, cleaned and conditioned following the manufacturer's and Suppliers' instructions.
2. **Delivery, Storage, and Handling:** All materials and equipment delivered to and used in the Work must be suitably stored and protected from the elements. The areas used for storage must only be those approved by the DCD. The DCD and/or Delta County assumes no responsibility for stored material and/or equipment. The Contractor must protect materials and equipment against theft, injury or damage from all causes.

Other

1. **Substantial Completion:** The Contractor must notify the DCD when the Work will be substantially complete. If the DCD agree that the project is Substantially Complete, the DCD will inspect the Work. The DCD upon determining that the Work, or a portion of the Work inspected, is substantially complete, will prepare a Punch List and will attach it to the respective Certificate of Substantial Completion. The Contractor must be represented on the job site at the time this inspection is made and thereafter must complete all Work by the date set for final acceptance by the DCD.
2. **Cleaning:**
 - (a) **Regular Cleaning:** The Contractor must remove all scrap or removed material, debris or rubbish from the Project work site at the end of each working day and more frequently whenever the DCD deems such material to be a hazard. The Contractor cannot discard materials on the grounds at the work site. No salvage or surplus material may be sold on the premises. No burning of debris or rubbish is allowed.
 - (b) **Final Site Cleaning:** Before final acceptance by the DCD, the Contractor must clean-up all of the work area and existing land surfaces that were used by their operations and make necessary corrections that were caused by the Work.
 - (c) **Cleaning Equipment Before Mobilization:** Any equipment move to the site must be washed and clean from any debris and/or material from a previous work site to prevent seeding from any unwanted vegetation. No equipment will be mobilized to the County property without an inspection and approval in writing by the DCD.

SPECIAL WORKING CONDITIONS

ENVIRONMENTAL CONSIDERATIONS

The Work comprising this Project will be performed in an outdoor forested setting. The Contractor must comply with all rules and regulations pertaining to such sites and must conform to the following rules:

1. The Contractor must provide a competent responsible person satisfactory to the DCD on the work site at all times during working hours with full authority to act for the contractor. It must be the Contractor's responsibility to furnish the DCD with the name, address and telephone number of the responsible person to contact for Emergency during after hours, weekend and holiday periods.
2. Access to and egress from the site must be via routes specifically designated by the DCD.
3. All work will be coordinated so as to minimally interfere with the normal function of recreation at the Delta County Forest. Public access may be denied and monitored by the DCD during work in certain areas for safety reasons.

No work must be performed in any area considered wetland (Part 303). The DCD may delay the start date or issue a temporary stop work order because of environmental reasons, such as, "act of God" (weather conditions). No work can be performed at the site during night hours without the written permission from the DCD.

4. Areas on the site for employee parking, contractor's equipment and tools, etc., must be assigned by the DCD. All firearms, weapons, alcoholic beverages, or explosives must be removed from vehicles before entering the site.
5. Heavy equipment such as bulldozers, etc. must be locked or immobilized in an acceptable manner when not in use. No tools, small pipe, copper or wire, etc. must remain on the site overnight, unless acceptably locked inside shanties or tool chests. There will be no exchange, loaning or borrowing of tools, equipment or manpower between the DCD and the Contractor. The DCD, Delta County, U.P. Whitetails, Wildlife Unlimited and/or the State of Michigan assumes no responsibility for stolen, damaged or any claims for contractor's equipment, tools, etc.
6. The Contractor must comply with all rules and regulations of the Department of Natural Resources, the United States Army Corps of Engineers, the Michigan Department of Environmental Quality, the Delta Conservation District (SESC), the County of Delta and all other Federal, State and Local rules, laws and administrative rules.
7. **Cleaning Equipment Before Mobilization: Any equipment moved to the site must be washed and clean from any debris and/or material from a previous work site to prevent seeding from any unwanted vegetation. No equipment will be mobilized to the County property without an inspection and approval in writing by the DCD.**

Attached Appendix

- A - Individual Work Scope Items and Detailed Work Descriptions**
- B - County Property Access Map (Location)**
- C - Aerial Photo of Entire Project Area**
- D - Project Map Layout**
- E - DCD SESC (Part 91) Permit**