



2872 Mission Drive, Shelbyville, MI 49344 | {p} 269.397.1780 | gunlaketribe-nsn.gov

MATCH-E-BE-NASH-SHE-WISH

BAND OF POTTAWATOMI INDIANS

GUN LAKE TRIBE

**REQUEST FOR PROPOSAL TWO STAGE DITCH – PIERCE
DRAIN EXTENSION**

PREPARED BY:



ALL BIDS DUE BY May 9, 2024 BY 4:00 PM

INSTRUCTIONS TO BIDDERS

THE WORK

The purpose of the proposed project is to reduce sediment and nutrient delivery to the Pierce Drain Extension and downstream watercourses including the Rabbit and Kalamazoo Rivers. A two-stage channel will be constructed along the Pierce Drain Extension on parcel #03-24-019-029-10 to address bank erosion, stabilize gully erosion at side inlets and riparian buffer planted and seeded with native vegetation. These improvements will address nonpoint source water quality impairments along approximately 1,400 linear feet of the Pierce Drain Extension. All projects must be completed by September 13, 2024.

Construction efforts will involve clearing along the open channel drain, excavation for construction of the two-stage channel and wetland restoration areas, spoil disposal and leveling, installation of water level control structures, toe wood revetment scour protection and a rock and roll grade control structure, native vegetation seeding and site restoration in accordance with the Contract Documents.

INSTRUCTIONS

Before submitting a Bid, each BIDDER shall:

1. Examine the Contract Documents thoroughly;
2. Visit the Site to become familiar with local conditions that may in any manner affect cost, progress, performance or timely completion of the Work;
3. Become familiar with all laws, rules and regulations that may in any manner affect cost, progress, performance or timely completion of the Work; and
4. Study and carefully correlate BIDDER's observations with the Contract Documents.

Surveys, investigations, and reports of subsurface or latent physical conditions at the Site which have been relied upon by ENGINEER in preparing the Drawings and Specifications are not guaranteed as to accuracy or completeness. Each BIDDER shall, at his own expense, make additional surveys and investigations as necessary to determine his Bid for the performance of the Work.

Having carefully examined the site of the proposed Work; being fully informed of the conditions to be met in the prosecution and completion of the Work; having read and examined the Contract Documents applicable to this Work including the construction drawings, specifications, and general instructions, and agreeing to be bound thereby; the undersigned proposes to perform all services, and furnish all necessary labor, materials, tools, and equipment to complete the Work described in the Contract Documents for the amounts set forth in the accompanying Bid Form.

If awarded a Contract, undersigned agrees to prosecute the Work regularly and diligently to ensure full completion within the Contract Time(s) indicated in the Agreement.

The undersigned certifies the price(s) entered in the Bid Form are correct and complete and that all information given or furnished in connection therewith is correct, complete and submitted as intended. The undersigned waives any right to:

1. Claims he may now have or which may accrue to him,
2. Refuse to execute the Contract if awarded to him,
3. Be relieved from any obligation by reason of any errors, mistakes or omissions, to withdraw bid subject to the following:
 - A. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
 - B. If, within 24 hours after Bids are opened, any BIDDER files a duly signed notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of Bid, that BIDDER may withdraw its Bid, and the Bid Security will be returned by OWNER.

Payable upon satisfactory completion and acceptance by the OWNER. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

The undersigned certifies that this Proposal is fair, genuine and not collusive or sham, and has not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham Bid, to refrain from bidding, or in any way to fix the amount of this Bid or that of any other BIDDER, or to secure any advantage against the OWNER. The undersigned further certifies that no officer or employee of the OWNER is personally or financially interested, directly or indirectly, in this Bid or in the undersigned.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any Bid, or reject any or all Bids, or to waive irregularities and/or informalities in any Bid and to make the award in any manner deemed in the best interest of the OWNER. By submission of this bid, undersigned agrees to provide sufficient additional information to allow the OWNER to deduce the qualifications and capabilities of the undersigned to perform the work outlined above and to waive any claim that it has, or may have, against the OWNER, any of its agents, or employees, arising out of, or in connection with, the administration, evaluation or recommendation of any Proposal.

Gun Lake Tribe
Two Stage Ditch – Pierce Extension Drain

(Firm Name)	(Signature)
(Street Address)	(Name Printed)
(City, State and Zip)	(Title)

SIGNED THIS _____ DAY OF _____, 2024.

BID FORM

ARTICLE 1-SCHEDULE OF PRICES

Having reviewed the site and being fully informed of the conditions and having thoroughly examined the plans and specifications pertaining to this work, the undersigned proposes to furnish all labor, materials (unless otherwise noted), tools and equipment for the specified work within the Contract Time and accepts the provisions for Liquidated Damages as described in Article 3 of the Agreement for the **Two Stage Ditch - Pierce Extension Drain**.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Price</u>	<u>Amount</u>
1	Mobilization (10% Max)	LS	1	_____	_____
2	SESC Measures	LS	1	_____	_____
3	Clearing, Grubbing & Snagging	LF	1,365	_____	_____
4	Open Channel Restoration (9' Floodplain Bench)	LF	1,365	_____	_____
5	Rootwad/Toewood Revetment	LF	150	_____	_____
6	Rock and Roll Structure	LF	80	_____	_____
7	Off Channel Wetland Creation	CY	1,060	_____	_____
8	18" PE Storm Sewer	LF	44	_____	_____
9	KSI Weir Outlet Control Structure	EA	2	_____	_____
10	Riprap	SY	100	_____	_____
11	Open Channel Seeding	LF	1,365	_____	_____
12	Mulch Blanket	SY	6,200	_____	_____
				Total =	_____

SECURING DOCUMENTS

Electronic copies of the Bid Documents may be obtained online at <https://gunlaketribe-nsn.gov/> or from:

Gun Lake Tribe – Environmental
Department 2872 Mission Drive
Shelbyville, MI 49344
269-397-1780
Attn: **Alex Wieten (alex.wieten@glt-nsn.gov) and Shawn McKenney**

1. DEFINITIONS

- 1.1** All definitions set forth in the General and Supplementary Conditions of the Contract for Construction are applicable to these Instructions to Bidders.
- 1.2** Bidding Documents include the Invitation for Bids, Instructions to Bidders, Proposal and Contract, Bid Security, and the proposed Contract Documents, including all Addenda.
- 1.3** Addenda are written, or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. All Addenda issued to Bidders prior to date of receipt of Proposals shall become part of these Specifications and all Proposals are to include the work therein described. Each Proposal submitted shall list all Addenda that have been received prior to the scheduled Receipt of Proposals.
- 1.4** As used in these Instructions to Bidders, the term "bid" means a proposal prepared and submitted as required herein.
- 1.5** As used in these Instructions to Bidders, the term "Engineer" refers to the Professional Service Contractor and means the Architect, Engineer or any Professional under contract to Gun Lake Tribe.

2. BIDDER'S REPRESENTATION

- 2.1** Each Bidder, by submitting a bid, represents that the Bidder has read and understands the Bidding Documents, has visited the site, and is familiar with the local conditions under which the work is to be performed.
- 2.2** All bids are to be made only on proposal forms provided. Only proposals which are made out on regular proposal forms attached hereto, will be considered. Separate duplicate copies of the proposal forms are to be submitted by the bidder for that purpose. Gun Lake Tribe may consider as informal any proposal on which there is an alteration of or departure from the prescribed form. Any unauthorized riders or qualifications to the bid (with the exception of voluntary cost-saving alternates) may be rejected by Gun Lake Tribe as irregular.

3. EXAMINATION OF BIDDING DOCUMENTS AND SITE OF WORK - ALL AREAS

- 3.1** Before submitting a bid, each Bidder shall examine the Drawings carefully, shall read the Specifications and all other identified Contract Documents, and shall visit the site of the work. A pre-bid meeting shall be required prior to submitting a bid. This meeting is scheduled for May 2nd at 10 am, RSVP by calling Alex Wieten or Shawn McKenney at 269-397-1780. Location for project meeting will be provided during RSVP. Location for project: Parcel #:03-24-019-029-10. Each Bidder shall gather complete information prior to bidding as to existing conditions and limitations under which the Work is to be performed and shall include in the Bid a sum to cover the cost of items necessary to perform the Work as set forth in the identified Contract Documents.
- 3.2** No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.
- 3.3** The Bidder shall make written requests to the Engineer for interpretation or correction of any ambiguity, Inconsistency or error in the Bid Documents that are discovered. Only a written interpretation or correction by Addendum shall be binding. No explanations or interpretations requested or made orally will be considered binding. No questions will be answered after Friday May 3, 2024. All questions will be responded to in writing by Monday May 6, 2024.
- 3.4** All written requests for interpretation shall be submitted to Mr. Alex Wieten, by one of the following:

Email: Alex.Wieten@glt-nsn.gov

U.S. Mail:

Gun Lake Tribe – Environmental Department 2872 Mission Drive
Shelbyville, MI 49344

4. SUBSTITUTIONS

- 4.1** Each Bid or Proposal shall be based upon the materials and equipment described in the Bidding Documents.
- 4.2** Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, any substitutions shall be approved by the Engineer prior to bidding.
- 4.3** Voluntary alternates as substitutions for materials and equipment will be considered and evaluated if the base bid includes specified materials and equipment. Voluntary alternates shall include a complete description of the proposed substitute, the cost savings or advantages, the name of the material or equipment for which it is substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation. A Bidder submitting alternates shall also promptly submit additional data if requested by the Engineer.

5. BIDDING PROCEDURES

- 5.1** All bids must be submitted, in **writing**, on the **proposal forms provided** as part of the bidding documents and in accordance with the Instructions to Bidders and Advertisement for Bids. Provide a complete list of subcontractors (one per discipline) as indicated on the Bid Forms. Listing two or more per discipline will be grounds for disqualification.
- 5.2** A bid is invalid if it has not been deposited at the designated location prior to the time and date for Receipt of Bids indicated in the Bid Documents or prior to any extension thereof issued by Addendum to the Bidders. Bids received after the time and date for Receipt of Bids will be unopened and returned to sender.
- 5.3** No Bidder shall modify, withdraw or cancel a bid or any part thereof for 30 days after the time designated for the Receipt of Bids.
- 5.4** Prior to the Receipt of Bids, Addenda will be mailed or delivered to each person or firm recorded by Gun Lake Tribe, or the Engineer as having received the Bidding Documents and will be available for inspection wherever the Bidding Documents are kept available for that purpose. No Addendum will be issued later than three days prior to the date for Receipt of Bids except an Addendum, if necessary, postponing the date for Receipt of Bids or withdrawing the Request for Bids. Each Bidder shall ascertain prior to submitting a Bid that he/she has received all Addenda issued and shall acknowledge their receipt in their Bid.
- 5.5** All Bids must be signed as follows:
- .1** Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
 - .2** Partnerships: Signature of one partner shall be accompanied by a certified copy of the Power Of Attorney authorizing the individual signing to bind all partners. If a certified copy of the Partnership's Certificate submitted with the Bid indicates that all partners have signed, no Authorization is required.
 - .3** Bids submitted by Joint Ventures shall be signed by one of the Joint Ventures and shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all the Joint Ventures. If a certified copy of the Joint Venture's certificate submitted with the Bid indicates that all Joint Ventures have signed, no authorization is required.
 - .4** Individuals signing on own behalf: No authorization is required.
 - .5** Individual signing on behalf of another: Power of Attorney or comparable evidence of authority shall accompany Bid.
- 5.6** Bids shall be prepared on unaltered Bid Forms furnished in these documents. The Bidder shall make no additional stipulations on the Bid Form nor qualify the Bid in any other manner. Unauthorized conditions, limitations, or provisions attached to the Bid will be cause for rejection of the Bid. If alterations by erasure or interlineation are made for any

reason, explain over such erasure or interlineation with a signed statement from the Bidder.

- 5.7** Bids shall be submitted electronically via email or in a sealed envelope on May 9, 2024 at **4:00pm:**

Alex Wieten

Gun Lake Tribe – Environmental Department 2872 Mission Drive
Shelbyville, MI 49344
269-397-1780

or

Alex.Wieten@glt-nsn.gov and Elizabeth.Binoniemi-Smith@glt-nsn.gov

Hard copy bids shall include the following identification on the face of the envelope:

- .1 Project name.
 - .2 Name and address of Bidder.
 - .3 Date of bid deadline.
 - .4 Notation "**BID ENCLOSED**"
- 5.8** No responsibility shall attach to the Engineer, Gun Lake Tribe, or the authorized representatives of either one, for the premature opening of any proposal which is not properly addressed, delivered and/or identified.
- 5.9** The Bidder shall assume full responsibility for timely delivery at location designated for Receipt of Bids. No Bids received after the time fixed for receiving Bids will be considered.
- 5.10** Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 5.11** No telephonic or telegraphic modifications of a bid will be considered.
- 5.12** Negligence in preparation, improper preparation, errors in and/or omissions from the Bid shall not relieve the Bidder from fulfillment of any and all applicable obligations and requirements of the Contract Documents.
- 5.13** The Engineer or Gun Lake Tribe in making copies of the Bidding Documents available do so only for the purpose of obtaining Bids on the work and do not confer a License or Grant for any other use.
- 5.14** The Engineer will prepare the copies of the Agreement based upon the Bid selected by the Tribe. These Agreements, when executed, will constitute the Contract between Gun Lake Tribe and the successful Bidder.
- 6. CONSIDERATION OF BIDS**
- 6.1** The Bidder acknowledges the right of Gun Lake Tribe to reject any or all Bids and to waive

any informality or irregularity in any Bid received. In addition, the Bidder recognizes the right of Gun Lake Tribe to reject a Bid:

- .1 if the Bidder fails to submit the data required by the Bidding Documents; or
 - .2 if the Bid is in any way incomplete or irregular.
 - .3 if the Bidder's performance as a contractor was unsatisfactory under a prior Contract for the construction, repair, modification, or demolition of a facility with Gun Lake Tribe, or a contractor in privity of contract with Gun Lake Tribe, which was funded, directly or indirectly, by Gun Lake Tribe;
 - .4 if the Bidder was an employer of construction mechanics working on the construction of facilities funded, directly or indirectly, by Gun Lake Tribe through contracts under 1984 PA 431, MCL 18.1101 et seq; MSA 3.516 (101) et seq, and was determined by the Michigan Department of Labor to have failed to comply with a contractual provision requiring the payment of Department of Labor's prevailing wage or the maintenance of Department of Labor's prevailing wage or the maintenance of Department of Labor's apprentice-journey person ratio determinations for construction mechanics for that facility.
- 6.2** It is the intent of Gun Lake Tribe if it accepts any Alternates, to accept them in the order in which they are listed in the Bid Form, but Gun Lake Tribe shall have the right to accept Alternates in any order or combination.
- 6.3** It is the intent of Gun Lake Tribe to award a contract to the lowest and most qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- 6.4** It is the intent of Gun Lake Tribe to award a contract including all areas of work as identified in the bid documents. If bids exceed the funds available, Gun Lake Tribe may award the contract in two phases, over multiple years or only award a contract for a single area.

6.A Additional Instructions to Bidders Concerning - QUALIFICATIONS OF BIDDERS

- Provide the following as a supplement to your bid. Gun Lake Tribe reserves the right to require bidders to submit additional information as Gun Lake Tribe deems necessary to satisfy Gun Lake Tribe that the bidders are adequately prepared to fulfill all provisions of the contract and as to which bidder should be awarded the contract. Failure to provide information requested within the time frames established will subject the bidder to disqualification of the bid.
- Description of Contractor's experience with projects of comparative size, complexity, and cost. Specify projects, owners and locations of projects, dates of each project completion.
- Written certification that the equipment owned and/or leased by the bidder that will be utilized on the project will conform to all safety requirements required by Michigan and federal law, regulations, and codes.

Notice: Gun Lake Tribe retains the right to take into account factors others than those set forth in the
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bid specifications in evaluating and qualifying bidders. Failure to provide information requested within the time frames established by Gun Lake Tribe will subject the bidder to disqualification of the bid. These factors include, but are not limited to the following:

- Projects involving the bidder for which performance was and/or not delivered on time;
- Fines and penalties imposed on the bidder for any projects in the last five (5) years;
- Liens filed against bidder in the last five (5) years;
- Suspension or revocations of any professional license of any director, officer, or managerial employee of the bidder, to the extent that any work to be performed is within the field of such licensed profession;
- OSHA violations by the bidder or bidder's subcontractors (including Michigan MIOSHA or other state occupational or construction health and safety laws or regulations), as well as all notices of OSHA or other health and safety citations filed against bidder, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violations;
- Violations within the previous five (5) years pertaining to unlawful discrimination against any employee;
- Litigation or arbitration cases in which bidder has been a defendant or third party related to any construction project in which it has been engaged within the previous five (5) years;
- Violations, if any, of wage and hour law violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five (5) years;
- All apprentices utilized on this Gun Lake Tribe project must be registered in a recognized apprentice program, i.e., one that is certified by the Bureau of Apprenticeship and Training (BAT), U.S. Department of Labor. Gun Lake Tribe reserves the right to randomly audit all contractors for compliance with wage and hour requirements, prevailing wage, employee classification, etc;
- Criminal convictions related to the construction business of bidder, its officers, directors, and/or managerial employees, within the past five (5) years;
- Violations, if any, within the past five (5) years or pending charges concerning federal, state, or municipal laws, codes, rules and/or regulations.

8. PERFORMANCE AND LABOR AND MATERIAL BONDS

- 8.1** At or prior to delivery of the signed Agreement, Gun Lake Tribe will require the successful Bidder to secure and post a Labor/Material Payment Bond and a Performance Bond including bonding for all subcontractors, each in the amount of 100% of the Contract Sum including bonding for all subcontractors. Surety shall be a company incorporated in the United States and must appear on the U.S. Treasury Departments approved surety list and be adaptable to Gun Lake Tribe. The Bidder shall obtain such bonds in a manner consistent with Michigan law.

9. MICHIGAN PRODUCTS

9.1 All prime Bidders and their Subcontract Bidders and Suppliers shall utilize Michigan-made products whenever possible where price, quantity and performance are equal to or better than non-Michigan products.

10. NATIVE OWNED, MINORITY, WOMAN AND HANDICAPPER SUB-CONTRACTORS AND SUPPLIERS

10.1 Bidders are urged to utilize native owned, minority, woman and handicapper owned businesses on this project.

10.2 For assistance in locating and identifying certified businesses, contact the Department of Civil Rights, Compliance Division, Leonard Plaza, Lansing, Michigan 48913, or the Department of Transportation, Office of Small Business Liaison, or Contracts Division, Transportation Building, Lansing, Michigan 48917, or the Gun Lake Tribe office.

11. MICHIGAN RIGHT-TO-KNOW LAW

11.1 All contractors must conform to the provisions of the Michigan Right-To-Know Law, 1986 PA 80, which requires employers to:

- .1 develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers, and development and availability of Material Safety Data Sheets.
- .2 provide training for employees who work with these chemicals; and
- .3 develop a written hazard communications program.

11.2 The law also provides for specific employee rights. These include:

- .1 the right to be notified (by employer or contractor posting) of the location of Material Safety Data Sheet (MSDSs);
- .2 the right to be notified (by employer or contractor posting) of new or revised MSDSs no later than five working days after receipt; and
- .3 the right to request copies of MSDSs from their employers.

11.3 Provisions of Michigan's Right-to-Know Law may be found in those sections of the Michigan Occupational Safety and Health Act (MIOSHA) which contain Right-to-Know provisions, and the Federal Hazard Community Standard, which is part of the MIOSHA Right-to-Know Law through adoption.

12. WITHDRAWAL OF BIDS

12.1 A Bidder may withdraw a bid by written request from an authorized Bidder representative, at any time prior to the scheduled time for opening bids.

12.2 No Bidder may withdraw a bid for a period of thirty (30) calendar days after the date set for opening thereof, and bids shall be subject to acceptance by Gun Lake Tribe during this

period.

13. EXECUTION OF AGREEMENT

- 13.1** The Bidder to whom the Contract is awarded shall, within five (5) calendar days after Notice of Award and receipt of Agreement Forms from Gun Lake Tribe, sign and deliver required copies to Gun Lake Tribe.
- 13.2** At or prior to delivery of the signed Agreement, the Bidder to whom the Contract is awarded shall deliver to Gun Lake Tribe those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bond as are required by Gun Lake Tribe.
- 13.3** Gun Lake Tribe shall approve bonds and Certificates of Insurance before the successful Bidder may proceed with the Work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to Gun Lake Tribe shall subject the successful Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

14. POST BID INFORMATION

- 14.1** A Bid Form shall be submitted as indicated in the Bid Documents. The Bid Form requires all Subcontractors for a project to be named; one per discipline.
- 14.2** Within 48 hours of Notice of Award, the successful Bidder shall submit to the Engineer the following information:
- .1 A statement of costs for each major item of work included in the bid.
 - .2 A list of suppliers who will be furnishing material or equipment for this project.
 - .3 Draft construction schedules.

15. PUBLIC UTILITIES

The Contractor shall call “Miss Dig” a minimum of three (3) working days prior to beginning construction operations. Saturday, Sundays and Holidays shall not be included as a working day.

“3 Days before you Dig – Call Miss Dig – Toll Free” 1-800-482-7171.

No additional compensation will be paid to the Contractor for delays due to material shortages or other reasons beyond the control of Gun Lake Tribe, or for delays of construction due to the encountering of existing utilities that are, or are not, shown on the plans.

Work stoppage by employees of utility companies which results in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time for completion but will not be considered the basis for a claim for extra compensation or an adjustment in contract unit prices.

The Contractor shall obtain all local permits required to implement work at this site.

16. INDEMNITY AND INSURANCE

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The Contractor shall defend, indemnify and save harmless Gun Lake Tribe, Land & Resource Engineering and their officials, employees, departments, agents, boards, commission and volunteers against and from all claims, judgments, losses, damages, demands, payments, recoveries, legal proceedings and decrees of every nature and expense to persons or property to the extent occasioned by, the negligent acts or omissions of the Contractor, his/her agents, employees or subcontractors.

The Contractor shall furnish within fifteen (10) working days of Notice of Award, certificate(s) of insurance providing insurance coverage as follows:

- (A) Workers' Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers' Compensation Act, including Employer's liability of \$500,000.
- (B) Comprehensive General Liability Insurance Including:
 - Bodily Injury – at least \$1,000,000/occurrence
 - Property Damage – at least \$1,000,000/occurrence
 - Personal Injury – at least \$1,000,000/occurrence
- (C) Automobile Liability Insurance – Including owned, non-owned and hired motor vehicles as well as Michigan Property Insurance as required by statute.
 - Bodily Injury – at least \$1,000,000/occurrence
 - Property Damage – at least \$1,000,000/occurrence
 - Personal Injury – at least \$1,000,000/occurrence

The above requirements should not be interpreted to limit the liability of the Contractor under this Contract.

ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.

These coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed.

A thirty (30) day cancellation clause with notice to Gun Lake Tribe shall be included; words modifying the cancellation clause such as "endeavor to" provide notice will be unacceptable and must be stricken.

It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amounts prior to the time such subcontractor proceeds to perform under the Contract.

17. TAXES

Gun Lake Tribe is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and Gun Lake Tribe is making no representation as to any such exemption.

18. PAYMENTS

All billing cycles for the project are conducted monthly. A written summary of documentation for

payments requested by the Contractor shall include actual receipts, mileage logs, material delivery tickets, timesheets, and subcontractor invoices for reimbursement that will be processed by Gun Lake Tribe. Failure to submit timely paperwork to Gun Lake Tribe may result in late processing and delay of payment.

19. CHANGES AND/OR CONTRACT MODIFICATIONS

Gun Lake Tribe reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and Gun Lake Tribe.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by Gun Lake Tribe. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF GUN LAKE TRIBE APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

20. HOLD HARMLESS

The Contractor shall defend, indemnify and save harmless Gun Lake Tribe, LAND & RESOURCE ENGINEERING, and their officials, employees, departments, agents, boards, commission and volunteers against and from all claims, judgments, losses, damages, payments, recoveries, legal proceedings and decrees of every nature, and expenses to persons or property to the extent occasioned, by the negligent acts or omissions of the Contractor, his/her agents, employees or subcontractors.

21. DEFAULT

Gun Lake Tribe may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the Contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the Contract.
- F. Standard of Performance – Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided by the Contractor.

Upon notice by Gun Lake Tribe of Contractor's failure to comply with such standards or to otherwise be in default of this Contract in any manner following the Notice To Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to Gun Lake Tribe. Should the Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this Contract and grounds for termination of the same by Gun Lake Tribe.

In the event of such breach of this Contract by Contractor, Contractor shall pay any cost to Gun Lake Tribe cause by said breach including but not limited to the replacement cost of such goods or services with another Contractor Gun Lake Tribe reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this Contract in any manner, and such breach has not been satisfactorily corrected, Gun Lake Tribe may bar the Contractor from being awarded any future contracts with Gun Lake Tribe.

- G. All remedies available to Gun Lake Tribe herein are cumulative and the election of one remedy by Gun Lake Tribe shall not be a waiver of any other remedy available to Gun Lake Tribe.

22. PROJECT SUPERVISOR

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a beeper, cell phone or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with Gun Lake Tribe's Project Manager and/or LAND & RESOURCE ENGINEERING in assuring contract compliance.

23. MEETINGS

The Contractor and/or Project Supervisor shall be available to meet with Gun Lake Tribe and/or LAND & RESOURCE ENGINEERING at a mutually agreeable time to discuss problems, issues or concerns relative to the Contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed two (2) working days after the request; and, if in the sole opinion of Gun Lake Tribe, the severity of the circumstance warrants, no more than one (1) working day.

24. INSPECTION OF WORK SITE

Before submitting bids for his/her work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.

25. NON-DISCRIMINATION

The Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment.

A breach of this covenant is a material breach of this Contract.

26. INDIAN PREFERENCE

Proposals will be accepted from non-Indian as well as Indian-owned economic enterprises or organizations. Gun Lake Tribe will provide preference to all Certified Native-owned economic enterprises or organizations in accordance with applicable law. Any bidder seeking Indian Preference in this award must provide evidence that it is not less than 51 percent Indian owned and controlled. If you are seeking Indian preference, please contact the Chairperson of the Indian Preference Committee, Amanda Sprague at (269) 397-1630 to receive a prequalification packet.

27. RANKING CRITERIA

Award of the contract resulting from this RFP will be based upon the most responsive and Responsible company whose offer will be the most advantageous to the Department in terms of cost, functionality, and other factors as specified. This evaluation will be calculated in accordance with the following evaluation criteria and the respective point values assigned with 1 being low and 100 being high. Consideration of the award will be determined based on the accumulation of points. **Awarded contractor will be contacted by phone by May 10, 2024.**

28. SELECTION CRITERIA –

	Points
1. Cost	25
2. Similar Project Experience	20
3. Native Preference	10
4. Staff Qualifications	15
5. Work Plan and Procedures	15
6. Proposal Conforms with RFP	15
Total	100

AGREEMENT

This Agreement is dated the ____ day of _____ 2024 by and between Gun Lake Tribe, hereinafter called OWNER, and _____, hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

The Work has been designed by the firm of Land & Resource Engineering, who will act as ENGINEER on the Work, unless Notice is otherwise given by the OWNER.

The Work to be completed under this Contract shall be commenced immediately after receipt of a fully executed Contract and Notice to Proceed.

The Work under this Contract shall be completed and set for final payment in accordance with this Contract on or before September 13, 2024, which shall be the Contract Time.

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: _____ Dollars (\$_____).

The amount paid shall be equitably adjusted to cover changes in the Work ordered by the ENGINEER but not required by the Contract. Such increases or decreases in the Contract Price shall be determined by agreement between the OWNER and CONTRACTOR.

CONTRACTOR will prepare a monthly payment request, supported by such data as OWNER or ENGINEER may reasonably request from CONTRACTOR. The payment requests shall not include Products not incorporated in the Work unless specifically requested by CONTRACTOR and approved by OWNER. Progress payments shall be 90 percent of the progress period Work completed. All payments to the CONTRACTOR by the OWNER, including retainage, shall be in accordance with all laws and regulations applicable to these activities.

The complete Contract between OWNER and CONTRACTOR consists of the Plans, Bid Documents, Permits and executed Agreement.

By executing the Agreement, CONTRACTOR represents that CONTRACTOR has visited the Site and assumes full responsibility for being familiar with the nature and extent of the Contract Documents, Work, locality, local conditions and availability of manpower, materials and machinery that may in any manner affect the Work to be done, the Contract Price or the Contract Time.

Contractor is familiar with all federal, state and local laws and regulations that pertain to completion of the Work as specified in the contract documents.

CONTRACTOR has carefully studied and compared the Contract Documents and checked and verified all figures shown thereon and all field measurements. CONTRACTOR has reported to OWNER any conflict, error or discrepancy which CONTRACTOR has discovered.

Gun Lake Tribe
Two Stage Ditch – Pierce Extension Drain

The OWNER and CONTRACTOR each binds itself, successors and assigns to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract in at least three (3) counterparts, each of which shall be deemed an original, the day and year first above written.

WITNESS

CONTRACTOR

(Contractor)

By _____
(Signature)

Title _____

WITNESS

OWNER

Gun Lake Tribe _____
(Owner)

By _____
(Signature)

Title: _____

GENERAL INSTRUCTIONS

TO BE MADE A PART OF THE ORIGINAL CONTRACT:

Contractor Herein acknowledges familiarity with the Federal Occupational Safety and Health Act, (O.S.H.A) of 1972 and agrees to comply with all construction practices required by that law while engaged in fulfilling the terms of this contract and to hold OWNER harmless thereof.

Any extra work that is done and is not called for in the contract or without written instruction from the OWNER will not be eligible for payment. No verbal agreement or conversation with any officer, agent or employee of the OWNER, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. Payment will not be issued until an inspection has been made by the ENGINEER.

CONTRACTOR warrants and guarantees to OWNER and ENGINEER that materials and equipment shall be new and that Work shall be of good quality and free from faults or defects and in accordance with requirements of the Contract Documents. Prompt Notice of any defects will be given to CONTRACTOR. CONTRACTOR shall promptly, as specified by ENGINEER, either correct any Defective Work or remove it from the Site and replace it with acceptable Work. If CONTRACTOR does not correct or remove and replace such Defective Work within a reasonable time, OWNER may have the deficiency corrected or the Defective Work removed and replaced by others. All direct and indirect costs of such correction or removal, and replacement, including compensation for additional engineering services, shall be paid by CONTRACTOR in an amount as verified by ENGINEER.

CONTRACTOR shall be responsible for initiating, maintaining and supervising safety programs in connection with the Work. CONTRACTOR shall take precautions and provide protection to prevent damage, injury or loss to property, employees, and other persons who may be affected thereby. CONTRACTOR shall be responsible for costs associated with all damage, injury or loss. Damage, injury or loss to property referred to in this Article caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor and anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at CONTRACTOR'S cost.

Any arrangement with property owners must be in writing with a copy furnished to the OWNER.

Successful Bidder must make himself acquainted with rules and regulations of Act 451, Natural Resources & Environmental Protection Act, Public Acts of 1994, and take all steps needed to prevent silting downstream. **SESC guidelines and BMP's to be used whenever necessary.**

Contractor shall notify Miss Dig 1-800-482-7171 before doing any digging and comply with Act 53 of Public Acts of 1974.

GENERAL SPECIFICATIONS

PRODUCTS

1. OPEN CHANNEL SEEDING:
 - A. MDOT, Sec. 816.02, 917.12.
 - B. Temporary Measures: 917-1. CR(Cereal Rye, less than 6 mos.) at a rate of 70 lb/acre.
 - C. Permanent Measures: Native Connections Wet-Mesic Prairie Seed Mix
2. MULCH BLANKET:
 - A. NA Green SC-150 BN (or equal)
3. RIPRAP:
 - A. Natural Field Rock/Stone free of paint, soil and other fines, asphalt, soluble chemicals, or organic material. Material shall range in dimensions as indicated on the Drawings.
 - B. Crushed Cobblestone: Sound, non-stratified, durable rock free from structural defects. Material shall be range in dimension as indicated on the Drawings. MDOT 916.01 shall apply.
 - C. Limestone: Sound, non-stratified, durable rock free from structural defects. Material shall range in dimension as indicated on the Drawings. MDOT 916.01 shall apply.
4. GEOTEXTILE FABRIC:
 - A. Mirafi 140N or approved equal.
5. DUCKBILL ANCHOR
 - A. Duckbill 88 DB1 or approved equal.

EXECUTION

1. GENERAL
 - A. Comply with measures as indicated on the Drawings and USACE Permit LRE-2024-00099-203-N24 (will be provided to Contractor).
 - B. Comply with measures as indicated on the Drawings and Tribal SESC Permit. (Will be provided to contractor).
 - C. Due to the proposed undertaking occurring totally or partially on Tribal Trust Lands, if an unanticipated encounter (also understood as “discoveries” per 43 CFR 10.5) with human remains and/or cultural items occurs, the MBPI Tribal Police and Tribal Historic Preservation Office must be contacted by phone immediately along with any applicable Federal Agency and/or State Historic Preservation Office contacts identified throughout the permitting decision process and subsequent reviews under National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA). All work within the affected area, defined as at least 50 feet, must stop and a buffer zone of at least 100 feet will need to be established to decrease unnecessary traffic around the unanticipated encounter of human remains and/or cultural items. Additionally, the human remains and/or cultural materials will not be touched, moved, or further disturbed. Only, if necessary, will steps be identified in consultation with the MBPI Tribal Police and Tribal Historic Preservation Office to further secure and protect the unearthed human remains and/or cultural items.

2. CLEARING:

PIERCE EXTENSION DRAIN

- A. Limits of Work:
 - 1. Clear within drain right-of-way 40-feet either side of centerline or as necessary to access the work.
 - 2. Clear both sides of channel to top of bank and remove log jams and debris from the channel. Trees are to remain if they do not interfere with the flow or the construction process and are not in danger of falling into the drain.
 - 3. Grubbing is not required except where tree roots interfere with construction.
- B. Precautions: Avoid damage to stable, vegetated channel banks, or to trees and shrubs that are not designated for excavation or removal during completion of the clearing operations.
- C. Ownership:
 - 1. The property owner shall have the option of retaining ownership of trees that are removed on his property.
 - 2. CONTRACTOR shall notify the property owner of CONTRACTOR's schedule for clearing in order to allow a reasonable amount of time for removal of material by the property owner.
 - 3. Trees, stumps, etc., that are not removed by the property owner after a reasonable amount of time shall become the property of CONTRACTOR and shall be removed or disposed of in accordance with the Specifications.

2.1 CLEARING:

- A. Cutting:
 - 1. Cut trees and brush a maximum of 4 inches above the ground.
 - 2. Remove tree tops and limbs prior to cutting the entire tree if necessary to avoid damage to adjacent structures or trees that are not designated for removal.
 - 3. The final cut shall be an even cut, parallel with the ground.
- B. Log Jams, Deadfall and Debris:
 - 1. Trees, log jams, deadfall and debris within the drain cross section shall be removed.
- C. Access:
 - 1. Restrict equipment access for Clearing operations to areas indicated on the Drawings or as designated by ENGINEER.
 - 2. Equipment shall remain outside of the channel limits unless authorized by ENGINEER.
- D. Fruit Trees: Clear only when authorized by ENGINEER.

2.2 GRUBBING:

- A. Stump Removal: See Plans.
- B. Utilities:
 - 1. Notify ENGINEER of instances in which stump removal may result in damage to existing utilities or culverts.
 - 2. Be responsible for damage to utilities that may result from stump

removal.

2.3 DISPOSAL:

- A. Trash, debris and other nonwoody material: Sort out and dispose of in a licensed landfill.
- B. Burial:
 - 1. Trees, brush, stumps and other woody material may be disposed of by burial where authorized by ENGINEER and in areas that do not conflict with present land use.
 - 2. Bury material in compacted trenches with a minimum of 2 feet of compacted earth cover.
 - 3. Locate buried trenches a minimum of 10 feet (horizontal) beyond the top edge of the proposed channel bank.
- C. Chipping:
 - 1. Woody material may be chipped as authorized by ENGINEER and in locations that do not conflict with present land use.
 - 2. Chippings shall be placed no less than 5 feet landward on the drain banks
 - 3. Chippings shall be spread to a depth no greater than 2-inches.
 - 4. Chippings shall be removed from site if required spread thickness can not be achieved.
- D. Removal: Excess material shall be removed from the Site and shall become the property of CONTRACTOR to dispose of in accordance with all local, state and federal regulations.

3. OPEN CHANNEL EXCAVATION:

- A. Tolerance:
 - 1. Excavation of the open channel drain shall conform to the cross-sections and horizontal and vertical alignment indicated on the Drawings.
 - 2. The completed cross-section shall not be more than 0.2-foot above or 0.5-foot below the plan elevation without the prior approval of ENGINEER.
 - 3. The finished bottom grade shall not be greater than 0.5 foot below the plan elevation within 300 feet upstream or downstream of structures or enclosures.
- B. Rock Excavation:
 - 1. CONTRACTOR shall notify ENGINEER immediately when rock is encountered during excavation.
 - 2. Rock excavation and removal methods shall be approved by ENGINEER prior to initiating the work.
 - 3. Rock excavation shall be paid under separate change order unless a specific item appears in the Bid Form.
- C. Other Excavation:

1. Natural Items: In accordance with Division 2 Section "SITE CLEARING."
 2. Manmade Items:
 - a. CONTRACTOR shall notify ENGINEER immediately when manmade items are encountered during excavation.
 - b. Excavation and removal methods of manmade items shall be approved by ENGINEER prior to initiating the Work.
 - c. Excavation, removal and disposal of manmade items greater than 1/2-cubic yard in volume shall be paid under separate change order unless a specific item appears in the Bid Form.
- D. Unstable Soils:
1. CONTRACTOR shall notify ENGINEER immediately when a significant amount of unstable soils are encountered during excavation.
 2. Additional excavation that is deemed necessary by ENGINEER to compensate for unstable soil conditions shall be paid under a separate change order, unless a specific item appears in the Bid Form.
- E. Spoil Banks:
1. Spoil material shall be placed and graded in the location and to the slopes indicated on the Drawings.
 2. Location:
 - a. On one side of channel only unless indicated otherwise on the Drawings.
 - b. Away from existing tributary water courses or drains.
 - c. Away from landscaped areas.
 - d. Away from the trunks of trees.
 - e. Initial placement: Minimum 8 feet between the top of channel bank and the edge of the spoil pile.
 3. Grading:
 - a. Grade spoil banks to no steeper than 4 on 1 side slopes away from the drain in open areas and a minimum 2 on 1 side slopes in wooded areas unless indicated otherwise on the Drawings.
 - b. Level spoil to allow broad, flat drainage ways to enter the drain without the ponding of surface water behind the spoil banks.
 - c. Maintain a minimum 4-foot buffer strip between the leveled spoil and the top of the channel bank.
 4. Organic Soils: Maintain a minimum 15-foot buffer strip between the leveled spoil and the top of the channel bank.
 5. Sticks and Stones: Sticks 1-inch diameter or larger and 18 inches in length or longer, and rocks or boulders 8 inches in diameter or larger shall be removed or buried within the drain right-of-way in accordance with Division 2 Section "SITE CLEARING".
- F. Tributaries:

1. Grade tributaries at a constant slope away from the drain excavation throughout the limit of the available right-of-way or 75 feet, whichever is less.
 2. Begin tributary grading at the proposed drain elevation and meet the existing grade at the limit of the regrading.
 3. Regrade the tributary to a bottom width equal to the existing bottom width. Regraded channel side slopes shall be a minimum of 2 on 1.
4. OPEN CHANNEL SEEDING
- A. Scheduling:
 1. Daily seed all disturbed areas.
 2. Seasonal Limitations:
 - a. April 15 through October 1.
 - b. Dormant seeding after November 1 to freeze up.
 - B. Topsoil Spreading: Spread minimum 3" topsoil along channel banks prior to seeding.
 - C. Sowing:
 1. Sow the seed following or in conjunction with the fertilizer and while the seed bed is in a friable condition.
 2. Do not sow seed through mulch.
 - D. Method:
 1. Broadcast: Do not seed when wind velocity exceeds 5 miles per hour.
 - E. Inspection:
 1. Visually inspect for uniform distribution.
 2. Reseed areas as required to establish a uniform and stable stand of grass.
 - F. Finishing: Incorporate seed into the upper 1/2-inch of soil.
 - G. Acceptance: Upon Final Completion, the OWNER or ENGINEER will inspect the Work to ensure that a uniform stand of vegetation is established.
5. MULCH BLANKET:
- A. General: Directions of installation, staple patterns and other requirements in accordance with Manufacturer's directions.
 - B. Location: Where indicated on the Drawings or as directed by the ENGINEER.
6. RIPRAP:
- A. General:
 1. Conform to slopes and dimensions indicated on the Drawings.
 - B. Grading:
 1. Excavate to finished grade of required section and slope.
 2. Excavate header and footer trench at upstream and downstream toe.
 - C. Geotextile Fabric:
 1. Place geotextile fabric beneath all rock areas.
 2. Extend geotextile fabric into trenches for anchorage at upstream and downstream.

- D. Placing Rock: As indicated on the Drawings or as directed by ENGINEER.
- E. Engineers Approval: Obtain approval from ENGINEER that riprap scour protection is functioning properly.
- F. Maintenance: Regrade, relay and adjust rock as necessary in order to ensure that riprap scour protection is functioning properly.

MEASUREMENT AND PAYMENT SCHEDULE

Final payment for Work governed by unit prices will be made based on the actual measurements and quantities accepted by the ENGINEER multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

The following schedule outlines the method of measurement and basis of payment to be used on this project. Requirements for materials and methods described under each unit price are included in the General Specifications.

1. Mobilization (10% Max.):
 - a. Includes, but not limited to, the following in accordance with these Documents:
 - i. Preparatory work and expenses incurred prior to beginning work onsite.
 - ii. Transporting materials, personnel, and equipment to the job site.
 - iii. Establishing temporary onsite construction facilities.
 - iv. Insurances, bonding, and other costs associated with the project in general and not included in other pay items.
 - b. Units of Measure: Lump Sum.
2. SESC Measures:
 - a. Includes furnishing, installing, and maintaining the following as indicated on the Drawings and in accordance with the Specifications:
 - i. Implement the soil erosion control plan including providing and maintaining the required soil erosion and sedimentation control measures and any other measure necessary to adequately control soil erosion and sedimentation.
 - ii. Provide and maintain soil erosion and sedimentation control measures.
 - iii. Clean culverts as required.
 - iv. Remove temporary soil erosion and sedimentation control measures after site is stabilized.
 - b. Unit of Measure:
 - i. Lump Sum.
 - ii. Payment shall be made upon substantial completion of the Work.
3. Clearing, Grubbing & Snagging:
 - a. Includes furnishing, installing, and maintaining the following as indicated on the drawings and in accordance with the specifications:
 - i. Furnishing all labor, materials and equipment as necessary to complete the Work.
 - ii. Clearing, grubbing, and snagging 40-feet either side of the drain centerline or as necessary to complete the work.

- iii. Disposal of all items from clearing, grubbing, and snagging operations.
 - iv. Cleanup and maintenance of the Work in the finished condition until final acceptance.
 - b. Unit of Measure: Linear Foot of open channel as measured along the centerline of the survey stationing indicated on the Drawings
- 4. Open Channel Restoration (9' Floodplain Bench):
 - a. Includes the following as indicated on the drawings and in accordance with the specifications:
 - i. Furnishing all labor, materials and equipment as necessary to complete the Work.
 - ii. Salvaging, stockpiling, replacing and grading existing topsoil.
 - iii. Excavating open channel to the lines and grades indicated on the Drawings or as directed by the ENGINEER.
 - iv. Cleanup and maintenance of the Work in the finished condition until final acceptance.
 - b. All excess spoil material shall be disposed of in upland areas as indicated on drawings or as directed by ENGINEER.
 - c. Unit of Measure: Linear Foot of open channel as measured along the centerline of the survey stationing indicated on the Drawings.
- 5. Rootwad/Toewood Revetment:
 - a. Includes the following as indicated on the drawings and in accordance with the specifications:
 - i. Furnishing all labor, materials and equipment as necessary to complete the Work, including but not limited to wood logs, and anchors.
 - ii. Excavating and grading as necessary to complete the work.
 - iii. Placing and anchoring wood as indicated on the Drawings or as directed by the ENGINEER.
 - iv. Cleanup and maintenance of the Work in the finished condition until final acceptance.
 - b. Unit of Measure: Linear Foot.
- 6. Rock and Roll Structure:
 - a. Includes the following as indicated on the drawings and in accordance with the specifications:
 - i. Furnishing all labor, materials and equipment as necessary to complete the Work, including but not limited to rock riprap, logs, anchors and geotextile fabric.
 - ii. Excavating and grading as necessary to complete the work.
 - iii. Placing rock riprap, logs, anchors and geotextile fabric as indicated on the Drawings or as directed by the ENGINEER.
 - iv. Cleanup and maintenance of the Work in the finished condition until final acceptance.
 - b. Unit of Measure: Linear Foot.
- 7. Off Channel Wetland Creation:
 - a. Includes the following as indicated on the Drawings and in accordance with the specifications:
 - i. Furnishing all labor, materials and equipment including, but not limited to topsoil, mulch, seed and fertilizer as required to complete the Work.
 - ii. Salvaging, stockpiling, replacing and grading existing topsoil.
 - iii. Excavating and grading of proposed detention basin, berm, and spillway to the lines

- and grades indicated on the Drawings or as directed by the ENGINEER.
 - iv. Hauling, placing, leveling, spreading and shaping of spoil.
 - v. Placing seed and mulch on all-disturbed areas including but not limited to, detention basin slopes and bottom, spoil disposal areas, and berms.
 - b. Unit of Measure: Cubic Yard
- 8. 18" PE Storm Sewer:
 - a. Includes the following as indicated on the drawings and in accordance with the specifications:
 - i. Furnishing all labor, materials and equipment as necessary to complete the Work.
 - ii. Excavating and dewatering.
 - iii. Placing and compacting bedding and backfill.
 - iv. Installing pipe and appurtenant items to the lines and grades depicted on the drawings.
 - v. Cleanup and maintenance of the Work in the finished condition until final acceptance.
 - b. Unit of Measure: Linear Foot as measured along the pipe centerline from end of pipe to end of pipe.
- 9. KSI Weir Outlet Control Structure:
 - a. Includes the following as indicated on the Drawings and in accordance with the specifications.
 - i. Furnishing and installing all materials as required to complete the Work including but not limited to PE drainage structure, fittings, valves, grates, pipe connections, bedding and backfill.
 - ii. Furnishing, installing and adjusting casting to finished grade.
 - iii. Clearing, excavating, dewatering, bedding and backfilling.
 - iv. Provide resilient connector between pipe and drainage structure for all pipe diameters less than or equal to 24-inch.
 - v. Cleanup and maintenance of the Work in the finished condition until final acceptance.
 - b. Unit of Measure: Each.
- 10. Riprap:
 - a. Includes the following as indicated on the drawings and in accordance with the specifications:
 - i. Furnishing all labor, materials and equipment as necessary to complete the Work, including but not limited to rock riprap and geotextile fabric.
 - ii. Excavating and grading as necessary to complete the work.
 - iii. Placing rock riprap and geotextile fabric as indicated on the Drawings or as directed by the ENGINEER.
 - iv. Cleanup and maintenance of the Work in the finished condition until final acceptance
 - b. Units of Measure: Cubic Yard
- 11. Open Channel Seeding:
 - a. Includes the following as indicated on the Drawings and in accordance with the Specifications:
 - i. Furnishing all labor, materials and equipment as necessary to complete the Work.
 - ii. Placing seed along channel banks and seed and mulch in all other disturbed areas.
 - iii. Cleanup and maintenance of the Work in the finished condition until final

- acceptance.
 - b. Unit of Measure: Linear Foot of open channel as measured along the centerline of the survey stationing indicated on the Drawings.

- 12. Mulch Blanket:
 - a. Includes the following as indicated on the Drawings and in accordance with the Specifications:
 - i. Furnishing all labor, materials and equipment as necessary to complete the Work.
 - ii. Placing and anchoring mulch blanket as indicated on the Drawings or as directed by the ENGINEER.
 - iii. Cleanup and maintenance of the Work in the finished condition until final acceptance.
 - b. Unit of Measure: Square Yard