

NORTH BRANCH MANISTEE AT FLOWING WELLS RESTORATION BID PACKAGE

Michigan Trout Unlimited
P.O. Box 442
DeWitt, MI 48820

JOB NAME: North Branch at Flowing Wells

SUBMIT TO: Michigan Trout Unlimited

SUBMIT BY: Friday November 14, at 5:00 PM

Email preferred: Kthomas@michigantu.org

Before submitting a Bid, each BIDDER shall:

1. Examine the contract documents thoroughly;
2. 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 contract documents.
5. **Attend a mandatory on-site pre-bid meeting at Flowing Wells at 11:00 am Thursday, October 30th.** The Flowing Wells project site is located at 44.695160, -84.999505. When traveling on M-72 west of Grayling and east of Kalkaska turn south on flowing wells road. Turn left into the circle drive which provides access to the Flowing Wells project site.

Surveys, investigations, and reports of latent physical conditions at the site which have been relied upon by MITU in preparing the drawings and specifications are not guaranteed as to accuracy or completeness. Each BIDDER shall, at their own expense, make additional surveys and investigations as necessary to determine their 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 execution 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, the undersigned agrees to execute the work regularly and diligently to ensure full completion within the contract time 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 they may now have or which may accrue to them,
2. Refuse to execute the contract if awarded to them,

3. Be relieved from any obligation by reason of any errors, mistakes or omissions, to withdraw a 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 closed, any BIDDER files a duly signed notice with MITU and promptly thereafter demonstrates to the reasonable satisfaction of MITU 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 to MITU.

Payable upon satisfactory completion and acceptance by MITU. 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 MITU. The undersigned further certifies that no officer or employee of MITU 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 MITU to accept any bid, or reject any and 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 MITU. By submission of this bid, undersigned agrees to provide sufficient additional information to allow MITU to deduce the qualifications and capabilities of the undersigned to perform the work outlined below and to waive any claim that it has, or may have, against MITU, any of its agents, or employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal.

(Firm Name)

(Signature)

(Street Address)

(Printed Name)

(City, State, and Zip)

(Title)

SIGNED THIS _____ DAY OF _____, 2023

SCHEDULE OF PRICES

Having reviewed the site and being fully informed of the conditions to be met and having fully and thoroughly examined the plans and specifications pertaining to this work, the undersigned proposes to furnish all labor, materials, tools and equipment for the specified work within the contract time.

All payments will be made in accordance to the measurement and payment schedule included herein.

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
BASE BID				
Mobilization	1	LS	_____	\$ _____
Excavation	1525	CY	_____	\$ _____
Fill ditch with excavated material	1525	CY	_____	\$ _____
Log Vanes	7	EA	_____	\$ _____
Mulch Blanket	500	SY	_____	\$ _____
Native Trees	20	EA	_____	\$ _____
Site Restoration	1	LS	_____	\$ _____
<u>BASE BID SUB-TOTAL</u>				\$ _____

GENERAL INSTRUCTIONS

TO BE MADE 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 instructions from MITU will not be eligible for payment. No verbal agreement or conversation with any officer, agent, or employee of MITU, 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 MITU.

CONTRACTOR warrants and guarantees to MITU that materials and equipment shall be new and that work shall be of good quality 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 MITU, 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, MITU may have the deficiency corrected or the defective work removed and replaced by others. All direct and indirect costs of such corrections or removal, and replacement, including compensation for additional engineering services, shall be paid by CONTRACTOR in an amount as verified by MITU.

Successful bidder must make themselves 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 1-200-482-7171 before doing any digging and comply with Act 53 of Public Acts of 1974.

Contractor Qualifications:

All bidding contractors must attend a site meeting at 11:00 am EST on Thursday, October 30th 2025.

Contractors must provide a description of your organization, including location(s), size, range of activities, and any other appropriate information. Emphasis should be given to the organization's experience with dam removal projects. MITU seeks contractors who have considerable experience in dam removal.

Bidders are required to provide a Technical Qualifications Package comprised of three project references for satisfactory execution of the primary tasks listed in the project including:

- Execution of complex excavation and fill projects including stream restoration and work in and near wetlands.
- Execution of stream restoration work similar to that outlined in the project specifications (e.g. directional vanes, excavation and fill, bank grading)

Additional consideration will be given to contractors who demonstrate experience in the following categories in their Technical Qualifications Package:

- Grading operations and materials management in stream channels.
- Excavation and construction of stream channels and streambeds.
- Management of sediment during excavation.

In addition, upon request Bidders may be required to submit satisfactory evidence that they have necessary financial and material resources to complete the proposed work. In determining the responsibility of a particular Bidder related to financial and material resources, the following elements will be considered:

- Whether the Bidder:
 - Maintains a permanent place of business;
 - Has adequate equipment and personnel to do work properly and expeditiously within the Contract time; and
 - Has suitable financial status to meet obligations incident to work.
- Upon request, each Bidder may be required to show that former work performed by Bidder's company has been handled in such a manner that there are no just or proper claims pending against such work. No bidder will be considered responsible if it is engaged in other work that impairs its ability to finance this Contract or to provide adequate labor and equipment for the proper execution of the work required. Each Bidder shall demonstrate its ability to meet all requirements of the Contract by evidence satisfactory to MITU.

Owner Rights to Reject Proposals:

Michigan Trout Unlimited reserves the right to reject proposals submitted from contractors who do not meet the above-mentioned qualifications.

Requests are being accepted through **5:00 pm (EST) on Friday November 14th, 2025** and can be made by completing the bid form below and submitting it to:

Michigan Trout Unlimited
Attn: Kristin Thomas
kthomas@michigantu.org
(616) 460-0477

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Services. Contractor shall perform services for MITU as described in the in the scope of work ("SOW"), and incorporated herein by reference ("Services"). This Agreement and SOW will be construed as consistent with each other to the extent reasonably practicable, but in the event of a conflict, the SOW will prevail.

2. Term. The term of this Agreement will commence on _____ and expire on 11/1/2026 (the "Term"), unless terminated earlier as provided below. The work under this contract shall be completed and set for final payment in accordance with this contract on or before September 30, 2026 or by a date agreed upon by MITU and CONTRACTOR which shall be the contract time. The Term may be extended by written mutual agreement of the Parties. However, Contractor shall not proceed with the work under this Agreement or incur any expenses or obligations under this Agreement until notified to proceed by MITU. In the event that such notice is not given by MITU within 90 days of the effective date of this Agreement, this Agreement may be terminated upon either party's 5-day notice.

3. Termination. MITU may terminate this Agreement for any reason upon thirty (30) days prior written notice to Contractor. Should this occur, MITU shall have no further obligation to Contractor other than to compensate Contractor for services delivered and performed by Contractor, and accepted by MITU, up and through the date of termination (including any approved expense reimbursements). If either party fails to perform its obligations hereunder or breaches warranties made herein, the aggrieved party may, after giving the other party seven (7) days written notice, terminate this Agreement; provided, however, that, if within the seven-day period set forth in said notice, the other party shall cure such default to the reasonable satisfaction of the aggrieved party, such notice shall be null and void and this Agreement shall continue in full force and effect.

Upon termination, Contractor will provide to MITU all incomplete work in progress that was intended to be delivered as part of the Services, and all rights to

4. Payment Terms. Contractor will issue invoices to TU when each payment is due, and all undisputed amounts will be due to Contractor from TU within forty-five (45) days of receipt of invoice. MITU may withhold payment until the Services provided by Contractor are accepted by TU.

The payments set forth in Exhibit A shall constitute full consideration for all Services including fees, costs, and expenses of any nature whatsoever and no other payments by MITU will be due Contractor for any reason except as agreed to in a written agreement signed by an authorized employee of MITU.

5. The Site, Timetable and Deadlines. Contractor has examined the site and agrees that costs identified in the Schedule of Prices encompass all costs of the Contractor to complete the Services. Contractor shall develop and deliver the materials in accordance with TU's timetable as described. Missed deadlines, except when such missed deadlines are a result of delays or requests by MITU, shall constitute a material breach of this Agreement and MITU shall have the right to terminate this Agreement immediately.

6. Insurance. The work to be performed under this Agreement shall be performed entirely at the Contractor's risk. The Contractor must carry workers' compensation as required by state law, hazard and liability insurance coverage written on an occurrence basis during the term of this Agreement in an amount no less than \$1,000,000 per occurrence. The Contractor must name MITU and The State of Michigan as additional insured on the Contractor's policies and provide MITU with evidence that the appropriate insurance coverage is in effect.

7. Debarment Certification. Contractor hereby certifies that it and its principals (a) are not presently debarred, suspended, prosed for debarment, declared ineligible, or voluntarily excluded by and Federal department or

agency; (b) have not within a three-year period preceding this certification been convicted of or had a civil judgement rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) above; and (d) have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default. Principals, for the purpose of this certification, include officers, directors, partners, owners, and persons having primary management or supervisory responsibility with the business entity or responsibility for the administration of Federal funds. Contractor will complete, sign and return with the signed agreement the certification included in Exhibit D to certify such.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

8. Confidentiality. Contractor shall treat all material developed or provided by either party in connection with the Services as strictly confidential, and shall not use, disclose or permit to be used or disclosed such materials at any time prior to or after the termination of this Agreement, except in the performance of the Services or as specifically permitted in writing by MITU, whether Contractor has such information in its memory or it is embodied in writing or other form. Without limiting the foregoing, Contractor shall keep strictly confidential any information relating to the business or mission of MITU, its officers, directors, member, affiliates, or employees if such information could reasonably be construed as confidential and was obtained in the course of Contractor's providing services to MITU. Upon request, Contractor shall require its personnel and representatives to sign confidentiality agreements provided by MITU. Upon expiration or termination of this Agreement, Contractor will promptly return to MITU all confidential information regardless of format or medium or destroy such material, as MITU directs.

9. Use of MITU Intellectual Property. Contractor will not use MITU's name, logo or other intellectual property in any way without prior written consent from MITU, except to the extent the work performed contemplates their inclusion in the final work product. Any use of MITU's intellectual property is subject to MITU's prior written approval.

10. Ownership. All right, title and interest, including without limitation copyright, in any writings, notes, reports, results, materials, studies, photographs, software, application, website, drawings, designs, or other works or documents produced or developed under this Agreement, along with all related drafts, versions and other material (collectively the "Works") are "works made for hire" as defined under the copyright laws of the United States and shall be owned exclusively by MITU. Notwithstanding the above, nothing in this paragraph shall apply if the Contractor is located in California.

To the extent any such works do not qualify as works made for hire, or if the Contractor is located in California, Contractor hereby unconditionally exclusively to MITU and its successors and assigns all right, title and interest, including but not limited to copyrights and other intellectual property rights, in and to all Works. Contractor further assigns to MITU all rights in any supporting data and material to the extent not protected by copyright and to the extent assignable. Contractor hereby agrees to execute any documents necessary to perfect such assignment and/or register said copyrights. Upon request from MITU, Contractor shall deliver to MITU (a) all tangible copies (including digital copies) of any Works, supporting data or material not delivered to MITU pursuant to this Agreement, and (b) any further documentation of MITU's ownership as provided herein. Contractor may use the Works, supporting data and material only with the prior written approval of MITU, and any use shall include an acknowledgment that the material used is the property of MITU.

Any innovations, documents, materials, or information related to methods, tools, designs, techniques, know-how or analysis used in Contractor's business, as well as the concepts, inventions, suggestions, creative ideas, plans, methods, research designs, questionnaire forms (unless provided by MITU), methods of process or questioning, systems of analysis, information and materials, whether or not patentable or copyrightable, developed by Contractor prior to the date of this Agreement and used by Contractor in connection with this Agreement (collectively, "Techniques"), shall not be considered work made for hire under state or federal law and shall at all times remain the exclusive property of Contractor. To the extent the Techniques are included in the Services performed herein, Contractor hereby grants to MITU a non-exclusive right and license to use, execute, reproduce, display, perform, and distribute copies of any Techniques as included in any project deliverable produced for MITU by Contractor as described in the applicable Statement of Work. Contractor shall be solely responsible for notifying MITU of any requirement to comply with the terms of, any third-party license required for MITU's use of the Techniques.

11. Independent Parties. The Parties do not intend that anything in this Agreement or in its performance be construed to create an employer-employee relationship, partnership, agency, joint venture, joint employer, or franchise relationship between the Parties. All activities set forth in this Agreement will be performed by Contractor and MITU as independent parties. Contractor will perform the Services with Contractor's own equipment and supplies. Neither Party shall have authority to contract for or bind the other party and shall not incur obligations or liability for the other Party. Under no circumstances will any employee of either Party be deemed or construed to be an employee or agent of the other Party. Each Party will ensure that its agents comply with the terms of this Agreement. Each Party will be responsible for all of its own costs and expenses associated with its performance under this Agreement. TU is not responsible for payment of any taxes, insurance or benefits for Contractor or its subcontractors, personnel, or agents.

12. Notice. Any notice given under this Agreement shall be in writing and shall be made by personal delivery, U.S. mail, or reputable commercial overnight courier at the address contained in this Agreement or to such other address notified in lieu thereof. Notices will be sent by receipted means with all charges prepaid. Notice shall be deemed given the date of receipt if delivered personally, five (5) business days after its postmark if sent U.S. Mail and one (1) business day after written verification of receipt if sent by commercial overnight courier.

13. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, its officers, directors, members, employees and agents from and against any and all claims, demands, suits, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of or in connection with (i) the Services or Works provided hereunder, (ii) any negligent or intentional acts or omissions of such Party or any of its officers, directors, employees, or agents; (iii) the inaccuracy or breach of any of the covenants, representations, obligations and warranties made in this Agreement; and (iv) any action by a third party against TU or its affiliates or representatives relating to the Services or Works, supporting data or materials. The indemnified party shall provide prompt written notice to the indemnifying party of any actual or threatened claims arising pursuant to this Section. The Contractor shall be responsible for fighting his/her own fire(s). The Contractor, acting independently, shall immediately extinguish without expense to TU or the landowner, all fires on or near the project site, which are caused by the Contractor or the Contractors' employees, whether set directly or indirectly because of the Contractor's Work on the project. The Contractor may be held liable for damages resulting from fires set or caused by the Contractor's employees or resulting from the Work. If the amount and character of labor, subsistence, supplies and transportation which the Contractor can furnish promptly for fire suppression prove inadequate, TU or a designated agent is authorized to procure such items and services as may be deemed necessary and charge to the Contractor. Upon declaration of statewide fire restrictions by the relevant state agency, the Contractor is responsible for a daily post construction fire watch. The Contractor also shall have the appropriate fire-fighting equipment on site.

14. Payment of Suppliers and Subcontractors. Contractor shall comply with all applicable prompt payment laws. In the event Contractor fails to make timely payments to its suppliers or

Subcontractors, MITU may, at its sole option and discretion, pay a supplier or Subcontractor any amounts due from Contractor for work performed under the purchase order or subcontract and deduct said payment from any remaining amounts due Contractor. Before any such payment is made to a supplier or Subcontractor, MITU shall provide Contractor written notice that payment will be made directly to a supplier or Subcontractor.

15. Force Majeure. Neither MITU nor Contractor shall be liable for failure to perform under this Agreement if such failure is caused by act of God, fire, flood, strike, labor dispute, riot, natural disaster, insurrection, war, threat or terrorist activities, epidemic, pandemic, or similar outbreak of communicable disease, curtailment of transportation, destruction or damage to an event facility sufficient to impair MITU's use of an event facility, so long as such cause is beyond the control of MITU and/or Contractor as applicable, whether or not similar to the causes herein specifically mentioned, making it inadvisable, illegal, or impossible, for the parties to perform (including payment obligations). This Agreement may be terminated, or performance may be excused without penalty for any one or more of such reasons by written notice from one party to the other.

16. No Assignment. Neither Party shall assign any rights or obligations under this Agreement.

17. Compliance with Laws. Each Party must comply with all applicable statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the Commonwealth of Virginia, and any other jurisdiction(s) in which each is organized or authorized to do business, including any applicable anti-bribery laws which are applicable to the work to be done by Contractor under this Agreement (in each case, an "Applicable Law"). Contractor must not take any actions that might cause MITU to be in violation of any of such Applicable Laws.

18. Representations and Warranties. Contractor represents and warrants that (i) it has the training, experience and skills necessary to perform its obligations under this Agreement in a professional, competent, high quality and timely manner in accordance with Applicable Law and regulations and (ii) it shall not infringe the intellectual property rights of others in the performance of this Agreement, and that the Works are original to Contractor and do not infringe the intellectual property or other rights of others.

19. Governing Law. This Agreement will be interpreted, governed by, and construed in accordance with the laws of the state in which the work is being performed without giving effect to any conflict of law rules that would make the law of another jurisdiction applicable.

20. Use of Federal Funds: Funds to be paid to the Contractor may come from federal sources. If federal funds are being provided, Exhibit B will be included, and the Contractor shall comply with the terms in Exhibit B.

21. Use of State Funds: Funds to be paid to the Contractor may come from state sources. If state funds are being provided, Exhibit C will be included, and the Contractor shall comply with the terms in Exhibit C.

22. General Terms. This Agreement shall become binding when signed by the Parties and constitutes the entire agreement between the Parties on the subject matter hereof and supersedes all prior and contemporaneous agreements and statements, of the Parties, whether written or oral. This Agreement may be amended only by a written agreement signed by both Parties. The provisions in this

Agreement that by their nature are intended to survive expiration or termination of this Agreement shall survive including but not limited to the ownership, indemnification, and confidentiality provisions. Either party's waiver of, or failure to exercise, any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement. If any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Facsimile and electronically

scanned signatures on this Agreement shall have the same force and effect as an original signature. Any Exhibits or Schedules referenced or attached to this Agreement are integral parts of this Agreement and are incorporated herein by reference. The captions contained in this Agreement are for reference and convenience only and may not be used to interpret the provisions or intent of this Agreement.

The parties hereby agree:

TROUT UNLIMITED, INC.

Contractor Name: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GENERAL SPECIFICATIONS

PRODUCTS

1. MULCH MAT
 - a. Biodegradable, snake safe mulch mat on disturbed earth adjacent and sloping to water.
2. STRAW
 - a. Straw for disturbed areas where mulch mat is not used.
3. TREES FOR HABITAT AND VANES
 - a. Preferred species include: black locust and oak.
 - b. Vane trees a minimum of 12" in diameter and 20' long.
4. SEED
 - a. Native seed mix.
5. TREES
 - a. Mix of native trees approved by MITU.

EXECUTION

1. GENERAL
 - a. Comply with measures as indicated on design drawings and in EGLE Permit.
 - b. MITU may alter location of in-stream structures and planting in field. CONTRACTOR shall comply with MITU directive.
2. DITCH EXCAVATION AND FILL
 - a. General
 - i. Excavate earth from road area between fill sections and use to fill designated areas.
 - b. Excavation
 - i. All excavation should occur in upland areas. No excavation of adjacent wetland areas or the wetted ditch should occur.
 - ii. No excavation of wetland material should occur; however, the excavated area should connect to adjacent wetlands to increase wetland habitat.
 - c. Fill
 - i. Excavated earth will be used to fill 250 feet of ditch channel at the upstream and downstream ends of the ditch as indicated on the Drawings and by MITU.
 - ii. Fill will occur in the ditch channel as indicated on the Drawings.
 - d. MITU approval that fill is adequate to permanently disconnect stream flow from the ditch.
 - e. Work should accommodate the rescue of trapped fish and aquatic organisms in the isolated ditch channel.
3. LOG VANES
 - a. General:
 - i. Conform to slopes and dimensions indicated on the Drawings.
 - b. Installation:

- i. Vanes will be installed to protect stream bends near the ditch. Placed on the outside of the bends as indicated on the Drawings.
 - c. Anchoring:
 - i. Anchor as needed with wood posts via hydrojet.
 - d. Placing Wood: As indicated on DRAWINGS or as directed by MITU.
 - e. Designers Approval: Obtain approval from MITU that log vanes are functioning properly.
 - f. Maintenance: adjust wood as necessary in order to ensure that the Log Vane is functioning properly.
- 4. SITE RESTORATION
 - a. General:
 - i. Stabilize and seed all disturbed earth.
 - ii. Plant 20 native trees in the newly excavated area.
 - b. Stabilization:
 - i. Use biodegradable mulch mat in areas adjacent or sloping to water.
 - ii. Straw can be used in flat and upland areas.
 - iii. Seed all disturbed earth with native seed mix. Use wetland mix in wetland areas and upland mix in upland areas.

SUPPLEMENTAL CONDITIONS

1. This contract is subject to any provisions outlined in the Landowner Agreement between Michigan Trout Unlimited and The State of Michigan.
2. This contract is subject to requirements of MI EGLE and MI DNR Natural Rivers permits.
3. Insurance Requirements:

This insurance shall be written for the following minimum limits of liability and shall have an endorsement covering all CONTRACTORS obligations under the contract documents:

A. Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation	Statutory
Employer's Liability	\$500,000

- B. Comprehensive General Liability (personal injury, bodily injury and property damage) – covering premises; underground, explosion and collapse hazard; products completed operations; independent contractors' property damage; personal injury and blanket broad form contractual liability.

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

This policy must include coverage for the liability assumed by the CONTRACTOR under the indemnity provisions of the contract.

- C. Automobile Liability Insurance (bodily injury and property damage) – covering all owner, hired, and non-owned automobile equipment.

Combined Single Limit	\$1,000,000
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Coverage will also comply with all applicable automobile statutes and no-fault laws.

Comprehensive General Liability and Comprehensive Automobile Liability Insurance may be arranged under a single policy for the full limits required or a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

Certificate of Insurance:

Before commencing performance of contract, CONTRACTOR shall furnish the MITU with Certificates of Insurance evidencing:

- A. MITU (Michigan Trout Unlimited) shall be listed as certificate holder.
- B. The following should be listed as additional insured:
 - 1. The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents.
- C. Insurer(s) affording coverage, acceptable to MITU.
- D. Effective and expiration dates of policies.
- E. That the MITU will be given 30 days written notice of any cancellation, non-renewal or material change in policy.
- F. That the Contractual Liability Endorsement has been included in Comprehensive General Liability policy.
- G. Any deductibles and/or self-insured retentions.
- H. Any exclusion to policies which are not part of the standard form.

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 DESIGNER multiplied by the unit price for work which is incorporated in or made necessary by the work.

The following schedule outlines the method of measurements 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

- 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.
 - v) Taking steps to minimize the spread of terrestrial and aquatic invasive species including:
 - (1) Visually inspecting and removing any plants or mud from footwear (boots, hipboots, waders, etc.) and drying (5-7 days) or disinfecting (100% Formula 409) and rinsing.
 - (2) Visually inspecting and removing and properly disposing of any plants and mud from field equipment (nets, shovels, rakes, etc.) and vehicles.
 - (3) Draining all water from vehicles and equipment, prior to leaving the site and before entering a new waterbody.
 - (4) Thoroughly drying equipment (5-7 days, if possible) between sites, when possible.
 - (5) Disinfecting vehicles and equipment between sites (e.g. 100% Formula 409 spray, heated pressure washer), when possible. Disinfection should be conducted away from all surface waters, where the disinfecting solution will not enter any storm sewers and/or surface waters.
 - (6) Ensuring all seed mix used for site restoration include only native species.

b) Units of Measure: Lump Sum.

2) Excavation and Fill of Ditch

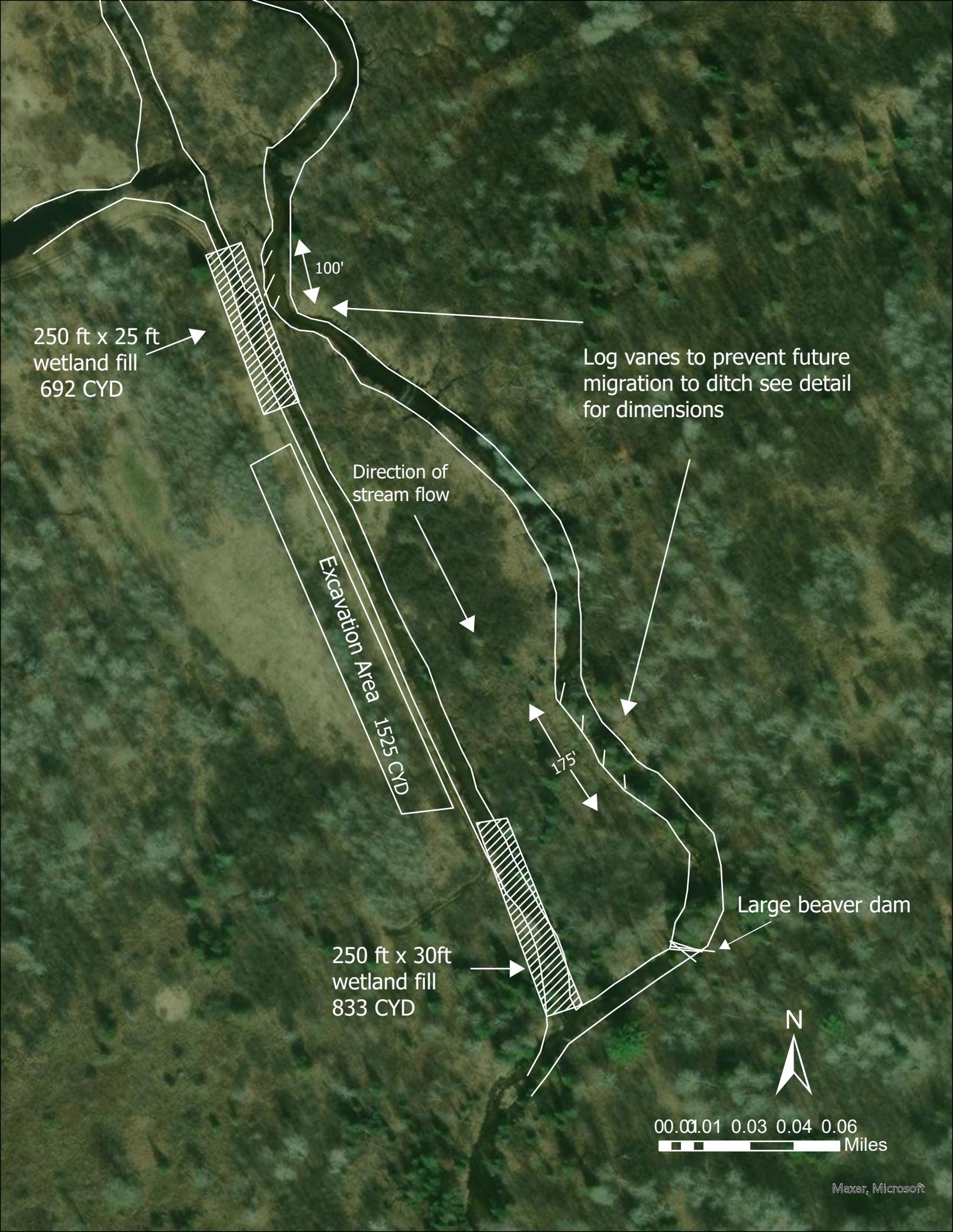
- a) Includes following as indicated on the Drawings and in accordance with the specifications:
 - i) Furnishing all labor, materials, and equipment necessary to complete the Work, including but not limited to mulch mat, seed, and additional site restoration materials.
 - ii) Excavating earth to fill 500 feet of ditch channel, 250 feet at the upstream end and 250 feet at the downstream end. Excavated material will be used for fill.
 - iii) Compacting ditch fill as needed to ensure permanent hydrologic separation from the stream channel as directed by MITU.
 - iv) Cleanup and maintenance of the Work in the finished condition until final acceptance.
 - v) Sediment management during construction including but not limited to isolation of fill material from the stream channel.

b) Unit of measure: cubic yards.

3) Log Vanes

- a) Includes the following as indicated on the Drawings and in accordance with the specifications:

- i) Furnishing all labor, materials, and equipment 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 MITU.
 - iv) Cleanup and maintenance of the Work in the finished condition until final acceptance.
 - b) Unit of Measure: Each.
- 4) Site Restoration
- a) Includes the following as indicated on the Drawings and in accordance with the Specifications:
 - i) Furnishing all labor, materials, and equipment necessary to complete the Work including but not limited to native seed mix and native plants.
 - ii) Placing and anchoring mulch blanket or straw along disturbed areas within the project site as indicated on the Drawings or as directed by the DESIGNER.
 - iii) Restoring any items damaged within The Grayling Hatchery, including grading ruts caused by construction equipment within the site and in egress areas.
 - iv) Cleanup and maintenance of the Work in the finished condition until final acceptance.
 - b) Unit of Measure: Lump Sum.



250 ft x 25 ft
wetland fill
692 CYD

Log vanes to prevent future
migration to ditch see detail
for dimensions

Direction of
stream flow

Excavation Area
1525 CYD

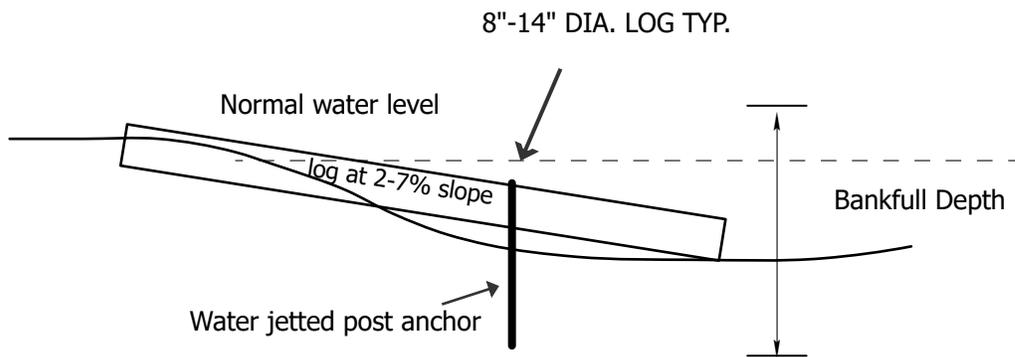
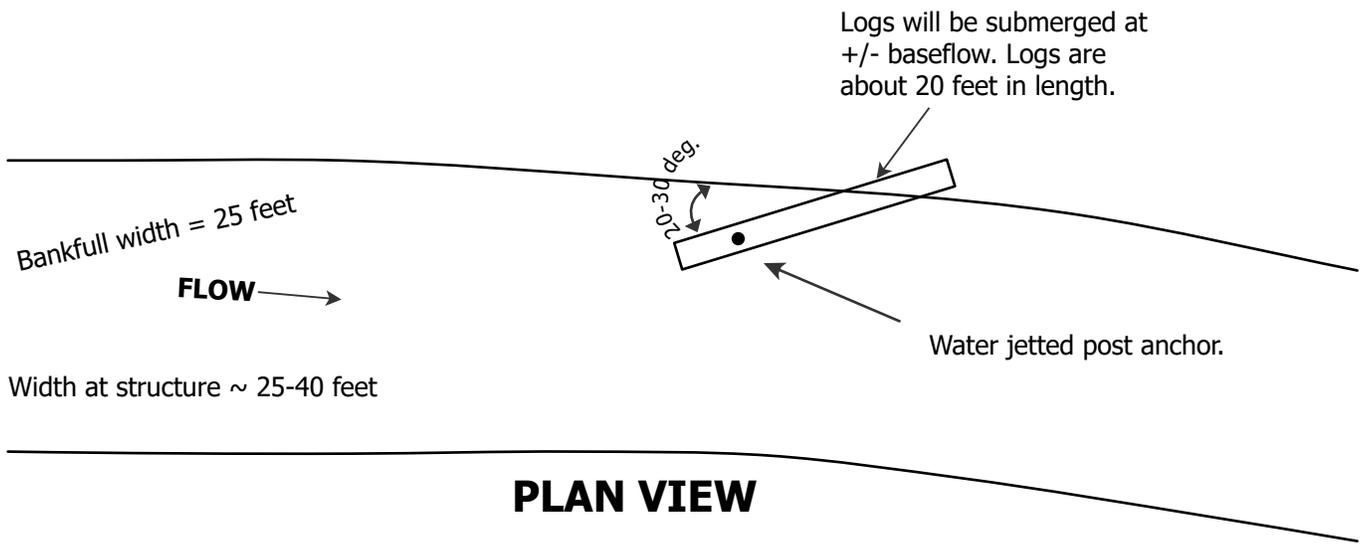
175'

250 ft x 30ft
wetland fill
833 CYD

Large beaver dam



00.00 0.01 0.03 0.04 0.06
Miles



Profile View

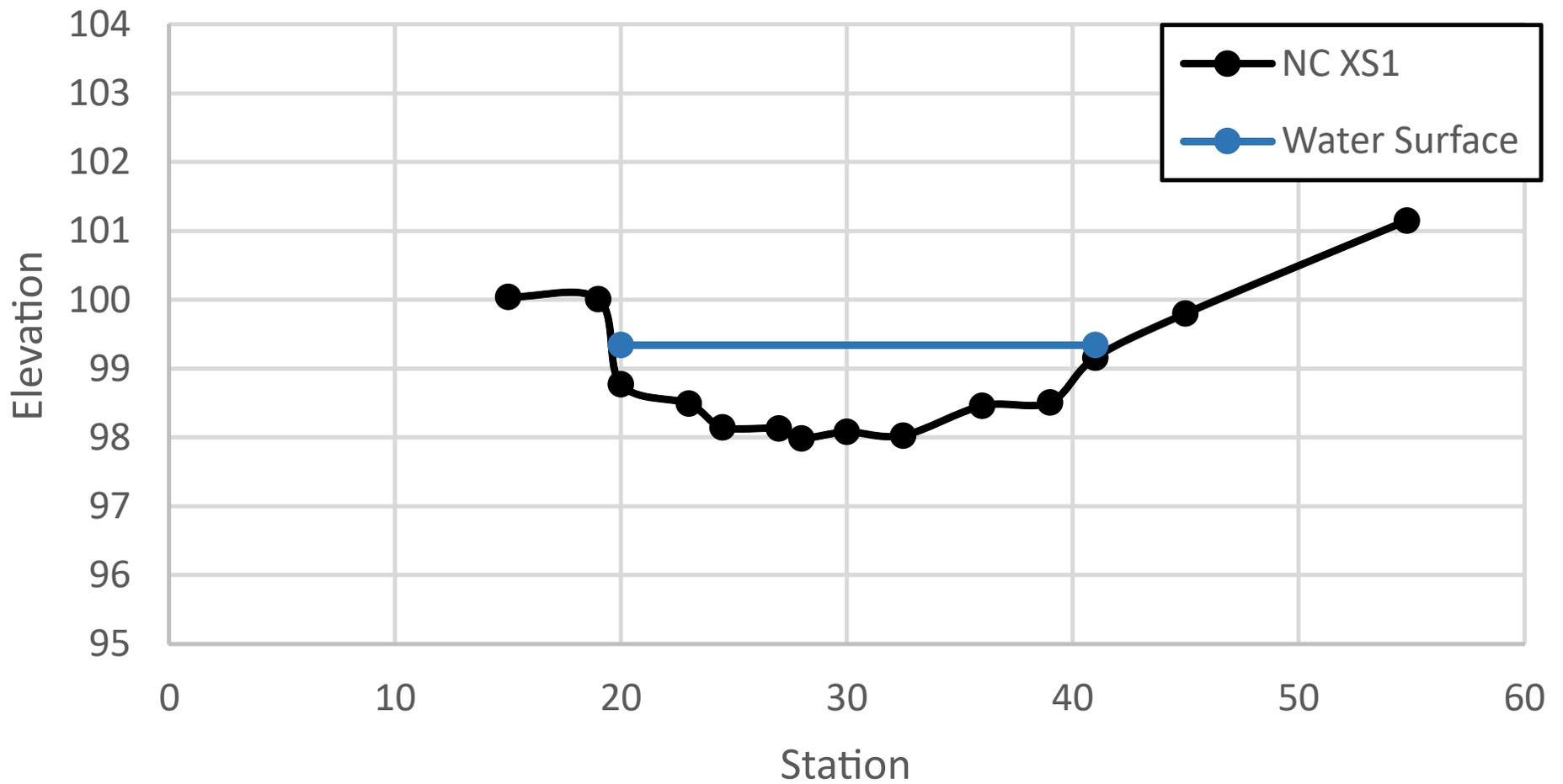
NOT TO SCALE

DIRECTIONAL VANE DETAIL

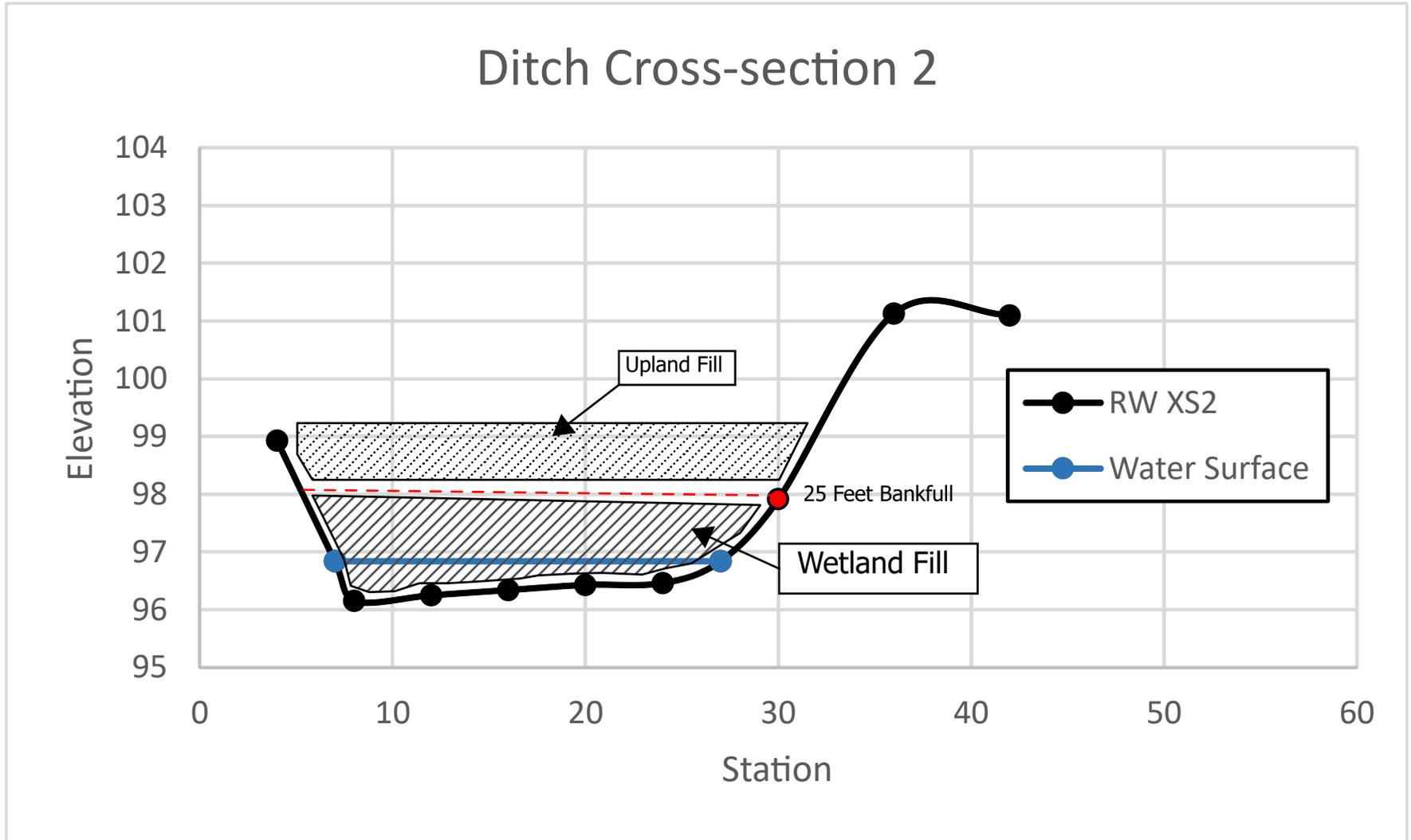
Michigan Trout Unlimited P.O. Box 442 DeWitt, MI 48820	Directional Vane Structure	KMT	FIGURE NO. 3
	North Branch Manistee	MITU-24-04	
		12/06/24	

Typical North Branch Cross-Section

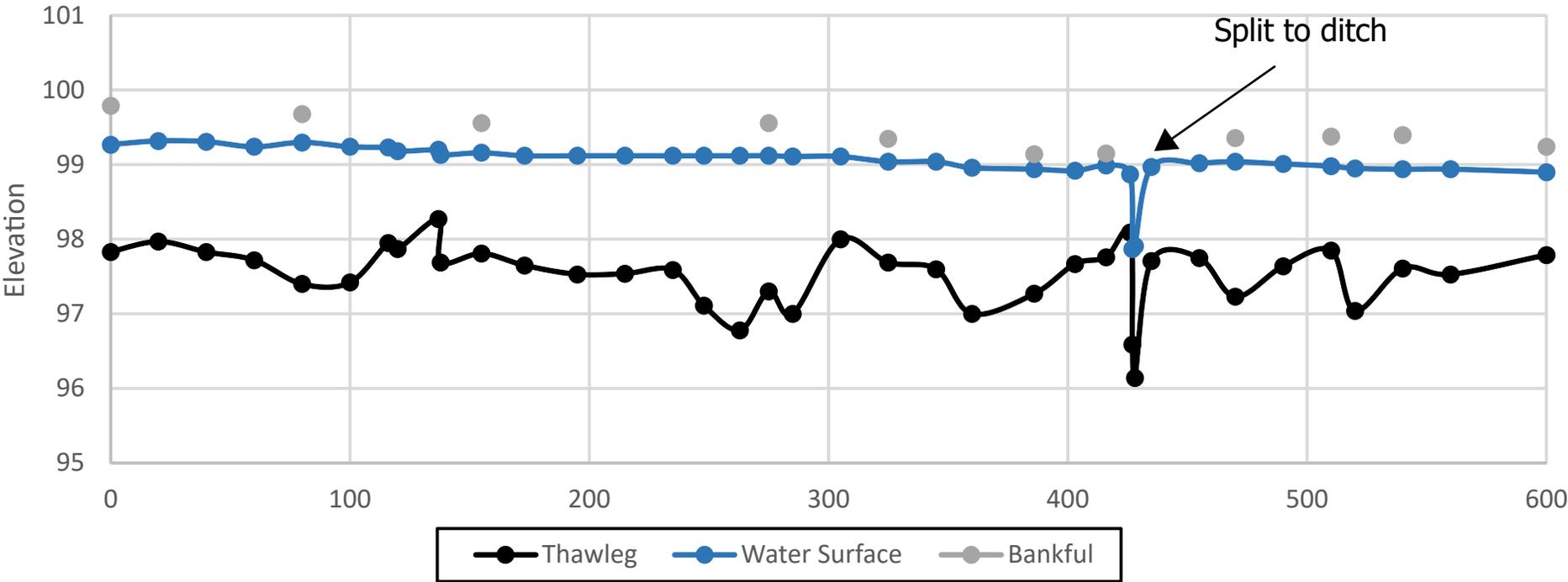
Natural Channel Cross-section 1



Typical Ditch Cross-section Fill Area

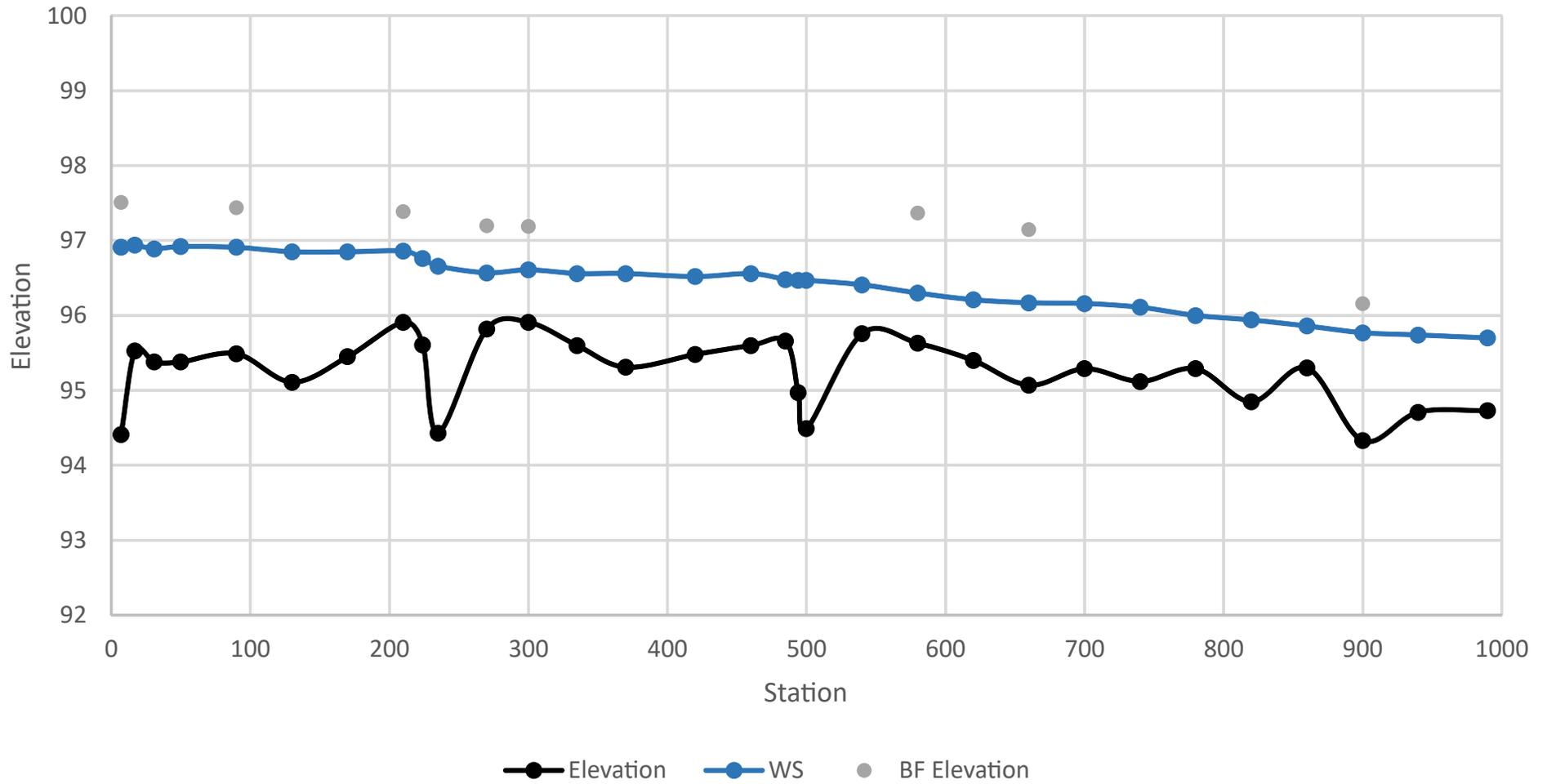


North Branch Manistee Long Pro with Split and Plunge Pool



Water surface slope = 0.07%

Ditch Longitudinal Profile



Water surface slope = 0.13%