

C.6.G. Fire Prevention.

1. Independent Contractor will comply with any of the County's requirements in these respects, which may reasonably exceed those established by public law or regulation.
2. The County and other owners of timberlands and other property of value adjacent to the lands on which the work is performed are concerned with the fire hazard, which the Independent Contractor may create on such land. Independent Contractor agrees to comply with all laws and regulations governing fire hazards of the State of Minnesota and United States, and will conduct operations with extreme care to avoid creating fire hazards and to prevent the start or spread of fires. In the event a fire occurs on a site during contracted operations, Independent Contractor shall use every reasonable effort to extinguish any such fire.
3. Subject to regulations of the State and/or direction of the County, Independent Contractor will shut down or suspend operations during periods when the risk of fire becomes hazardous as a result thereof, and will conform to all other fire prevention measure being practiced by the County in its nearby operations. Independent Contractor shall build no warming fires without the specific permission of the State Fire Warden at locations approved by the County and shall completely extinguish any such permitted warming fires immediately after its necessary use.

C.6.H. Inspection, Acceptance and Penalties.

1. The County will make periodic inspections of Independent Contractor's operations to verify compliance with the specifications of this agreement. The inspection will consist of a minimum of ten (10) 1/100th acre fixed radius sample plots that are distributed through the unit. The cruise data shall be available for Independent Contractor's review. Inspections shall preferably be made concurrently with planting, but in any event shall be made within seven (7) days of unit completion.
2. Unit deductions will be determined utilizing the following as established on the plots:
 - a) Planted area per site.
 - b) Existing trees.
 - c) Improperly Planted Trees per Acre.
 - d) Missed Planting Spots per Acre.
 - e) Planting too close.
 - f) Dropped trees.
3. An improperly planted seedling is any seedling planted in direct and significant contradiction to any of the planting specifications listed in this Contract. Missed planting spots are included as improperly planted seedlings and will be considered when determining deductions in payment.
4. Payment will be determined utilizing the following formula:
 - a) 1" - 15840" maps showing acreage planted.
 - b) Acreage successfully planted x bid price = site total.
 - c) Site Total - deductions = payment.

C.6.I.. Oral Statements.

It is understood and agreed that the written terms and provisions of these Contract Documents shall supersede all oral statements or representations of the County, and oral statements shall not be effective or be construed as being a part of this Contract. Any information provided to the Independent Contractor by the County or its representative regarding site conditions and limitations is for general information only and shall not be relied upon by the Independent Contractor as a representation of existing conditions or limitations. Submission of sealed bid creates a conclusive presumption that the Independent Contractor expressly assumes this risk.

C.6.J. Clean-Up.

Papers, cans, bottles, and all other types of refuse shall be removed or disposed of to the satisfaction of the County. If the County must clean up such items on the tract, Independent Contractor will be liable and shall be billed for all costs.

C.6.K. Subcontractors.

1. Independent Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.
2. Any agreement between the Independent Contractor and any subcontractor shall obligate the subcontractor to comply with the general terms of this Contract.
3. The Independent Contractor shall be responsible for the performance of all subcontractors.

C.6.L. Performance Bond.

The Contractor shall provide to the County a performance bond or certified check for 10% of the contract value within 10 working days of award of the Contract. Certified checks shall be made payable to Itasca County. This Bond is to ensure satisfactory completion of the contract, and shall be surrendered to the County if the Contractor's obligations under this Contract are not met, including but not limited to: 1) time of completion, 2) proper planting, or 3) planting density.

C.6.M. Workers Compensation.

Provide the County with written proof of workers compensation insurance and general liability insurance before work begins. Workers compensation insurance must cover all of the Contractor's employees and general liability insurance in the amount of \$300,000 per person and \$1,000,000 per occurrence must cover all services performed under this Contract. The Contractor is also responsible for requiring any subcontractors to comply with this requirement.

C.6.N. Other requirements- State and Federal.

All tree planting contractors are governed by various State and Federal regulations. It should be expected that the Independent Contractor will be inspected by the U.S. Department of Labor, or other regulatory agencies, for compliance with these requirements. Specific regulations may include, but are not limited to the following:

1. Fair Labor Standards Act (FLSA). Regulations applicable to wages, hours of work and minimum age for workers.
2. M^cNamara-O'Hara Service Contract Act (SCA). Regulations applicable to wages, benefits and overtime.



3. Migrant and Seasonal Agricultural Worker Protection Act (MSPA). Regulations applicable to registration with the U.S. Department of Labor, wages, terms of work, transportation, insurance, housing, and field sanitation.
4. Further information on these and other State and Federal requirements for tree planting contractors may be obtained for the U.S. Department of Labor.

C.6.O. Pre-Work Conferences.

1. By set date, the Independent Contractor shall contact the County and develop, upon mutual agreement, a Plan of Work, which shall include an approximate schedule for beginning the Contract and a daily estimate of progress. This Plan of Work will allow the County to arrange for stock deliveries and manpower to meet the Contractor's needs. Significant deviations from this work plan may result in:
 - a) Insufficient stock available to meet the needs of the Independent Contractor, or
 - b) The Independent Contractor falling substantially behind schedule. If the independent contractor falls substantially behind schedule for whatever reason, the County may take action as outlined in Item 6.
2. Prior to start of this Contract, the Independent Contractor and its employees shall meet at a time that is mutually agreeable to discuss the terms of this Contract. This conference may be done "on site" at the first tract.

C.6.P. Signatures.

This Tree Planting Contract is agreed to in its entirety by the undersigned.

