

GOGEBIC COUNTY ROAD COMMISSION
2021 Countywide Culvert Installation SERVICES BID

Bid of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____*, to the Gogebic County Road Commission (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of 2021 Countywide Culvert Installation Services in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

* Insert "a corporation", "a partnership" or "an individual", as applicable.

1. NOTICE TO BIDDERS

GCRC Bidding Instructions

The intent of the bid is to replace one culvert on Blackjack Road (Bessemer Township) and one culvert on Lake Road (Ironwood Township). Contractor shall provide all necessary labor, equipment and materials (except as follows) to install culverts properly in accordance with the MDOT "2012" Standard Specifications for Construction (Standard Specifications), except as modified herein.

2. GENERAL INFORMATION

GCRC shall provide culvert pipe material at the project area(s).

GCRC material sources will be available at the following locations. Contractor shall coordinate with GCRC material access. Contractor is responsible for loading material and site cleanup to an equal or better condition than before the Contractor removed material; to the satisfaction of the GCRC. Locations and types of material available:

1. Partridge Pit, Partridge Lane, Ironwood Township
 - a. Sand and shaker rock for pipe bedding, Embankment CIP (as needed) and Subbase, CIP
2. Narrows Pit, Black River Road, Ironwood Township
 - a. Sand for pipe bedding, Embankment CIP (as needed) and Subbase, CIP
3. GCRC Ramsay Garage, Old US-2, City of Wakefield
 - a. Riprap, Plain and Heavy

3. DESCRIPTION OF WORK

APPLIES TO ALL PROJECT LOCATIONS, PER DRAWINGS AND SCHEDULE OF ITEMS

Mobilization, Max

1 LS for each Project Location.

Construction Dam

Per the MDOT Special Provision for Construction Dam and Bypass Pumping. Except the limits of the Construction Dam(s) are not shown on the plans. It is the contractor's responsibility to determine the limits for each Project Location.

Bypass Pumping

Per MDOT Special Provision for Construction Dam and Bypass Pumping.

Culv, Rem, inch to inch

Per MDOT Section 203.

Embankment, CIP

The work shall consist of constructing Embankment and compacting in place in 12 inch layers to 95% M.U.W. compaction as described in the Standard Specifications. Install to within 18" of the finished grade. Match existing roadway foreslopes shown on the plans.

Measurement and Payment of this item shall be 1 Lump Sum.

Excavation, Earth

Contractor shall remove excavated material from trench and stockpile in suitable location(s) along the roadway. Excavated

material may be used for embankment unless it is deemed unsuitable for road embankment by the Engineer. Contractor shall take measures to not contaminate embankment material with organics or other foreign material. Contractor shall be responsible for protecting embankment from the elements (moisture) in order to preserve the existing material for embankment.

All unsuitable material shall be disposed of by Contractor as directed by Engineer. All excess material shall be disposed of Contractor per the Standard Specifications.

Measurement and Payment of this item shall be 1 Lump Sum.

Protect Existing Utilities

Contractor shall protect the existing water main (and other utilities) during the excavation, culvert installation and backfilling. This includes taking appropriate measures to ensure that pipe joint(s) don't deflect and leak upon project completion.

Contractor shall coordinate with the Gogebic Range Water Authority (GRWA) to have the water main @ the culvert replacement isolated from live water service. Contractor's means and methods to protect the existing water main shall be presented to and approved by GCRC and GRWA prior to beginning work.

Measurement and Payment of this item shall be 1 Lump Sum. No additional payment will be made to repair damaged utilities.

Aggregate, 6A

Install Aggregate, 6A material per the typical drawing, around the existing water main. Pay limits: 30' long x 4' average width x 3' depth = 14 CY

Subbase, CIP

Install Subbase, CIP as shown on the plans.

Recycled Asphalt Millings, 6 Inch

Work shall consist of placing Recycled Asphalt Millings as shown on plans at compacted depth of at least 6 inches to match existing roadway at each side of the culvert trench. Typical section per Typical Culvert Profile drawings. Wedging may be required in specific areas to correct severe rutting and/or for crown correction.

Material shall be reprocessed HMA millings to ensure maximum material size is less than one inch in size. Product shall be primarily HMA pavement with trace amounts of aggregate base to ensure material has enough binder content to compact and adhere together. Low amounts of binder may cause paved surface material to ravel and lose integrity of surface. Milling material that has not been reprocessed will be rejected for use. GCRC shall inspect stockpile material for acceptance prior to use on roadways.

Recycled milling material shall be placed on roadway to the proposed width by use of an asphalt paver to create a smooth and uniform surface. Material shall then be compacted as directed by Engineer with roller(s) of sufficient size to adequately compact material to approximately 96% M.U.W. or as directed by Engineer. Roller pattern shall be set in field as to the number of rolls required to achieve compaction.

Price includes trucking, placing of milling material and compaction.

Recycled Asphalt Millings shall be paid for by the square yard.

Geotextile, Separator

Install Geotextile, Separator around the Aggregate, 6A material around the existing water main. Pay limits: 30' long x 18' wide = 60 SY

Geotextile, Stabilization

Install Geotextile, Stabilization layer below the Subbase, CIP layer. As shown on the plans.

Culv, Cl , Conc, inch, Installation

The work shall consist of laying and compacting bedding, laying pipe, and backfilling in accordance the Standard Specifications. GCRC shall provide culvert pipe material at the project area. GCRC shall also provide construction staking for culvert invert elevations. Contractor shall provide grade level to ensure proper slope and alignment are achieved.

Applies to all Class and size of culvert installation in accordance with section 401 of the Standard Specifications.

Culv, Cl , inch, Installation

The work shall consist of laying and compacting bedding, laying pipe, and backfilling in accordance the Standard Specifications. GCRC shall provide culvert pipe material at the project area. GCRC shall also provide construction staking for culvert invert elevations. Contractor shall provide grade level to ensure proper slope and alignment are achieved.

Applies to all Class and size of culvert installation in accordance with section 401 of the Standard Specifications.

HMA Surface, Rem

Saw cut in a neat straight line at each side of the limits of HMA removal.

Riprap.

Riprap material from the owner supplied sources is available. Contractor is responsible for the applicable fabric, hauling the riprap to the site (if owner supplied riprap material is used), and the installation work. If Contractor supplied riprap material, no change to standard work item.

Applies to all size of Riprap work in accordance with section 816 of the Standard Specifications.

Erosion Control

The work shall consist of implementation of erosion control as needed, which includes, placement of silt fence. See plans for approximate silt fence locations and quantity.

Measurement and Payment of this item shall be 1 Lump Sum for each culvert location.

Slope Restoration

Slope Restoration, Type A, B, and/or C as shown on the Plans and per MDOT Special Provision for Slope Restoration, Non-Freeway; except as modified herein. All areas disturbed by Contractor that are not restored with the roadway construction or the Riprap installation; shall be restored with Slope Restoration, Type C.

Measurement and Payment of this item shall be 1 Lump Sum.

Bypass Route

The location of the culvert does not allow for detour route and temporary access shall be required for residents living west of the structure. To facilitate access, a bypass route shall be constructed and maintained such that at minimum a single temporary lane approximately 10 feet in width. Temporary access road shall have an aggregate surface and shall be maintained such that a passenger car can always pass through the bypass route unimpeded.

Minor traffic devices (safety cones and/or barrels) shall be placed on each side of the detour route every 50', to delineate the bypass route.

After the Blackjack Roadway is restored, the temporary bypass route shall be removed, graded to drain away from the roadway and restored per MDOT Special Provision for Slope Restoration, Non-Freeway.

Measurement and Payment of this item shall be 1 Lump Sum.

Traffic Control

Traffic Control shall include the following per the Standard Specifications: Maintaining Traffic, Minor Traf Devices, Traffic Regulator Control, barrels, barricades, and signage per Section 812.

Contractor shall keep local homeowners updated on the project schedule as it progresses. The contractor shall always maintain reasonable access to all businesses and residences within the Construction Influence Area (CIA). Contractor shall maintain vehicular access to / from residents within the CIA either to the east or the west along Lake Road throughout the project.

No work, except emergency work, nor lane closures will be allowed for the following Holiday time periods:

- Memorial Day: 3:00 pm, Friday, 5/28/21 to 6:00 am, Tuesday 6/1/21;
- Independence Day: 3:00 pm, Friday, 7/2/21 to 6:00 am, Tuesday, 7/6/21; or
- Labor Day: 3:00 pm, Friday, 9/3/21 to 6:00 am, Tuesday, 9/7/21.

Lake Road may be closed to traffic during the installation of the culvert, except for the Holiday time periods noted above. Contractor shall provide the barricades and signage for road closure, as approved by Engineer. Contractor to provide a minimum of 48 hour notice prior to construction, for public announcement(s). Traffic control materials shall be as follows:

1. "ROAD CLOSED AHEAD" signs, "R11-2 ROAD CLOSED" signs and Type III Barricades at each side of the project location
2. R11-3 "ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY" at the following locations:
 - i. SW Quadrant of Lake and (Upper) Powers Road intersection: XX = 10
 - ii. NW Quadrant of Lake and (lower) Powers Road intersection: XX = 2
 - iii. Southeast quadrant of STH 122 / CTY A, Iron County Wisconsin: XX = 0.5

Contractor is responsible for the culvert construction site. Any trench opening or other hazards left open or unattended after normal working hours shall be fenced and protected.

Measurement and Payment of this item shall be 1 Lump Sum for each culvert location.

4. PROGRESS CLAUSE

Start work within ten (10) days after receiving notice of award of the contract or on or before the date designated as the starting date in the Detailed Progress Schedule. In no case, shall any work be commenced prior to receipt of formal notice of award by the department.

The approved low bidder(s) for the work covered by this proposal will be required to participate in a pre-construction meeting with local agency owner and/or department representatives to work out a detailed progress schedule. The Gogebic County Road Commission will arrange the time and place for the meeting.

Additional contract Progress Schedule requirements are as follows:

- A. Blackjack Culvert:
 - a. **Start no earlier than 6/15/2021**
 - b. **Final completion: on or before 10/30/2021**
- B. Lake Road Culvert:
 - a. **Start no earlier than 10/1/2021**
 - b. **Final completion: on or before 10/30/2021**
 - c. **Full roadway closure not allowed for more than 5 consecutive days and not allowed for over the weekend unless allowed for in writing by Engineer.**

Liquidated damages will be assessed at a rate of \$600 per Calendar Day if the above detailed milestones are not met.

5. METHOD OF MEASUREMENT AND PAYMENT

Measurement and payment for the culvert installation (s) shall be paid for as a detailed in the Description of Work and as shown herein.

6. BID DEADLINE

Sealed bids for the **2021 Countywide Culvert Installation Services** will be received by the Gogebic County Road Commission, Courthouse Annex, Bessemer, MI 49911 until **11:00 A.M., central time on Thursday, March 3, 2021**. All bids shall be publicly opened and read aloud at said office at that time.

The BIDDER agrees to perform all described work in the Contract Documents for the following unit and/or lump sum prices. The BIDDER further agrees that the unit and/or lump sum prices include the furnishing of all labor, materials, tool, equipment, utilities, transportation, taxes, fees, etc., required to complete the work in strict accordance with the Contract Documents.

By submission of this Bid, each party thereto certifies as to his/her own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Board reserves the right to reject or accept any bid or all bids or to waive irregularities and to accept any bid that, in the opinion of the Board, is to the best interest and advantage of the County of Gogebic.

The BIDDER acknowledges receipt of the following Addendum(s):

The BIDDER agrees to perform all described work in the Contract Documents for the following unit and/or lump sum prices. The BIDDER further agrees that the unit and/or lump sum prices include the furnishing of all labor, tool, equipment, utilities, transportation, taxes, fees, etc., required to complete the work in strict accordance with the Contract Documents.

A) Blackjack Road Culvert (Bessemer Township)

Item Description	Quantity	Unit	Unit Price	Bid Amount
Mobilization, Max	1	Lump Sum		
Construction Dam	1	Lump Sum		
Bypass Pumping	1	Lump Sum		
Culv, Rem, 24 inch to 48 inch	1	Each		
Embankment, CIP	1	Lump Sum		
Excavation, Earth	1	Lump Sum		
Protect Existing Utilities	1	Lump Sum		
Aggregate, 6A	14	Cubic Yard		
Subbase, CIP	63	Cubic Yard		
Recycled Asphalt Millings, 6 Inch	145	Square Yard		
Geotextile, Separator	60	Square Yard		
Geotextile, Stabilization	200	Square Yard		
Culv, CL C, Conc, 48 Inch, Installation	88	Feet		
HMA Surface, Rem	123	Square Yard		
Riprap, Heavy	120	Square Yard		
Erosion Control	1	Lump Sum		
Slope Restoration	1	Lump Sum		
Bypass Route	1	Lump Sum		
Traffic Control	1	Lump Sum		
Polyethylene Encasement	30	Feet		
A) TOTAL BID (Blackjack Road Culvert)				

B) Lake Road Culvert (Ironwood Township)

Item Description	Quantity	Unit	Unit Price	Bid Amount
Mobilization, Max	1	Lump Sum		
Construction Dam	1	Lump Sum		
Bypass Pumping	1	Lump Sum		
Culv, Rem, 24 inch to 48 inch	1	Each		
Embankment, CIP	1	Lump Sum		
Excavation, Earth	1	Lump Sum		
Subbase, CIP	25	Cubic Yard		
Recycled Asphalt Millings, 6 Inch	64	Square Yard		
Geotextile, Stabilization	80	Square Yard		
Culv, CL A, 24 Inch, Installation	52	Feet		
HMA Surface, Rem	54	Square Yard		
Riprap, Plain	4	Square Yard		
Erosion Control	1	Lump Sum		
Slope Restoration	1	Lump Sum		
Traffic Control	1	Lump Sum		
B) TOTAL BID (Lake Road Culvert)				

TOTAL BID ITEMS A - B

The BIDDER declares that he/she has carefully examined the Contract Documents for the Project. The BIDDER declares, by submission of the Bid that the Bid is made according to the provisions and under the terms of the Contract Documents, which Contract Documents are hereby made part of the Bid.

The BIDDER understands that the OWNER reserves the right to reject any or all Bids.

The BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving Bids.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed (and its seal affixed) by its duly authorized officer this _____ day of _____, 20 ____.

Signature

(SEAL)

Typed name

Title

Attest _____

Bidder Address:

Bidder Phone Number: _____

Bids will be received until **11:00 a.m. (CST) on Thursday, March 4, 2021**. The Board will accept a fax bid at (906) 663-4807, provided it is followed by receipt of the original signed bid by mail. Bids will be opened and publicly read at the Board Room of the Gogebic County Road Commission office: 200 North More Street, Courthouse Annex, Bessemer, MI 49911. Any bids received after the time and date stated above will not be accepted. The Board reserves the right to reject or accept any bid or all bids or to waive irregularities and to accept any bid that, in the opinion of the Board, is to the best interest and advantage of the County of Gogebic.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONSTRUCTION DAM AND BYPASS PUMPING

C&T:TWK

1 of 2

C&T:APPR:DMG:DBP:08-02-11

a. Description. This work consists of designing, installing, maintaining, and removing construction dams (including dewatering) and bypass pumping to work in a dry condition and to maintain water flows. This work must be in accordance with sections 208 and 704 of the Standard Specifications for Construction, MDEQ Permit, as directed by the Engineer and this special provision.

b. Materials. Steel sheet piling must be of the continuous interlocking type, either new or used in good condition. Temporary steel sheet piling must have a minimum nominal section modulus of 18.1 inches cubed per foot of wall. Cold-rolled sheeting will be permitted for all applications.

Geosynthetics	910
Sand and Stone Bags	916
Coarse Aggregate, 6A.....	902
Open-Graded Aggregate, 34R	902
Filter Bags	910

c. Construction. Install a construction dam, at the locations specified on the plans, in order to provide a dry construction site. The construction dam must only consist of one of the following: steel sheet piling, stone/sand bags, or an MDOT approved proprietary product.

1. Design and Installation. Design, installation, maintenance and removal of the temporary construction dam, dewatering, and bypass pumping are the responsibility of the Contractor. In accordance with subsection 104.02, the Contractor must submit a proposed design to the Engineer for review 10 working days before starting work. Work may begin after the Engineer's approval of the design.

2. Dewatering and Bypass Pumping. The dewatering and bypass pumping operations must be performed in a proper and predetermined sequence such as to create a dry and stable area to work in. Dewatering and bypass pumping must be performed and sufficiently maintained so as to not cause harmful affects to up and down stream properties, utilities and pavements. The consequences of surface runoff and surface flood water caused by climatic conditions must be taken in to consideration in designing the dewatering and bypass pumping system.

3. Filter Bags or Sediment Traps. Dewatering and bypass pumping operations must utilize a sediment basin or filter bag to settle out/filter out sediment from water discharged into the watercourse. The sediment basin or filter bag must be located a sufficient distance from the watercourse or wetland to allow for adequate settling or filtering through natural vegetation and/or gravel filter berm. The sediment trap or filter bag must be provided,

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SLOPE RESTORATION, NON-FREEWAY

C&T:DMG

1 of 3

C&T:APPR:TWK:DBP:04-25-12

a. Description. This work consists of preparing all lawns and slopes on non-freeway projects designated for slope restoration on the plans or as directed by the Engineer and applying topsoil, fertilizer, seed, mulch with mulch anchor, mulch blanket, high velocity mulch blanket and permanent turf reinforcement mat to those areas. Turf establishment must be in accordance with section 816 of the Standard Specifications for Construction and Standard Plan R-100 Series, except as modified herein or otherwise directed by the Engineer.

b. Materials. The materials and application rates specified in sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer. The following materials must be used on this project:

1. Seeding mixture as called for on the plans
2. Fertilizer, Chemical Nutrient, Class A
3. Topsoil Surface, Furnished or Salvaged, 4 inch. Remove any stones greater than 1/2 inch in diameter or other debris from all topsoil.
4. Mulch and Mulch Anchoring, Mulch Blanket and High Velocity Mulch Blanket
5. Permanent Turf Reinforcement Mat (TRM) must be 100 percent synthetic and consist of 100 percent ultraviolet (UV) stabilized polyolefin fibers sewn between two layers of black UV stabilized polypropylene netting with polyolefin thread. The TRM must meet the following "minimum average roll value" requirements:

Property	Test Method	Requirement
Mass/Unit Area	ASTM D 6566	10 oz/syd
Ultraviolet Stability @ 1000 hrs	ASTM D 4355	80 percent
Tensile Strength (MD)	ASTM D 6818	165 lbs/ft

Acceptance. Supply a Test Data Certification for the permanent TRM from one of the following manufacturers:

Recyclex - American Excelsior Co., Arlington, TX (800) 777-7645
P300 - North American Green, Poseyville, IN (800) 772-2040
Landlok 450 - Propex, Inc., Chattanooga, TN (800) 621-1273
PP5-10 - Western Excelsior, Mancos, CO (800) 833-8573

c. Construction. Construction methods must be in accordance with subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames stated in

subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Shape, compact and assure all areas to be seeded are weed free prior to placing topsoil. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth must be filled using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Topsoil must be weed and weed seed free and friable prior to placing seed. Remove any stones greater than 1/2 inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top 1/2 inch of topsoil

Apply mulch at a rate of 2 tons per acre. Place Mulch Anchoring over the mulch at a rate specified in subsection 816.03.F of the Standard Specifications for Construction. Mulch Blanket and High Velocity Mulch Blanket must be placed in accordance with subsection 816.03.H of the Standard Specifications for Construction and as shown on Standard Plan R-100 Series.

Areas constructed with the TRM must be installed on prepared (seeded) grades as shown on the plans in strict accordance with the manufacturer's published installation guidelines. The top edge of the TRM must be anchored in a minimum 6 inch deep trench. Operation of equipment on the slope will not be allowed after placement of the TRM. No credit for splices, overlaps, tucks or wasted material will be made.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement will be paid for as additional work using the applicable contract items.

If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement will be at the Contractor's expense.

The Engineer will inspect the seeded turf to ensure the end product is well established, weed free, in a vigorous growing condition, and contains the species called for in the seeding mixture.

If the seeded turf is not well established at the end of the first growing season, the Contractor is responsible to re-seed until the turf is well established and approved by the Engineer.

If weeds are determined by the Engineer to cover more than 10 percent of the total area of slope restoration, the Contractor must provide weed control in accordance with subsection 816.03.J of the Standard Specifications for Construction. Weed control will be at the Contractor's expense with no additional charges to the project.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Slope Restoration, Type _____	Square Yard

1. Place **Slope Restoration, Type A** in all areas not described in the other types of slope restoration and will be measured by area in square yards in place. **Slope Restoration, Type A**

includes all labor, equipment and materials required to install Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch and Mulch Anchoring which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type A**.

2. Place **Slope Restoration, Type B** parallel (6 feet minimum) to the edge of the roadway, in areas that have a 1 on 3 slope and in any ditch with a grade less than 1.5 percent, or as directed by the Engineer. **Slope Restoration, Type B** will be measured by area in square yards in place. **Slope Restoration, Type B** includes all labor, equipment and materials required to install Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch Blanket which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type B**.

3. Place **Slope Restoration, Type C** in areas that have a 1 on 2 slope, any ditch with a grade of 1.5 percent to 3 percent or as directed by the Engineer. **Slope Restoration, Type C** will be measured by area in square yards in place. **Slope Restoration, Type C** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and High Velocity Mulch Blanket which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type C**.

4. Place **Slope Restoration, Type D** in areas that have a slope steeper than 1 on 2, any ditch with a grade steeper than 3 percent or as directed by the Engineer. **Slope Restoration, Type D** will be measured by area in square yards in place. **Slope Restoration, Type D** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and TRM which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type D**.

**GOGEBIC COUNTY ROAD COMMISSION
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC**

CEC/PJS
4/20/17

1



2



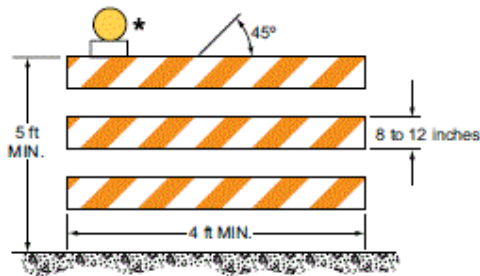
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3

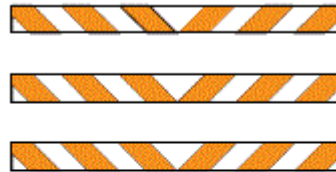


R11-2
48" x 30"

4



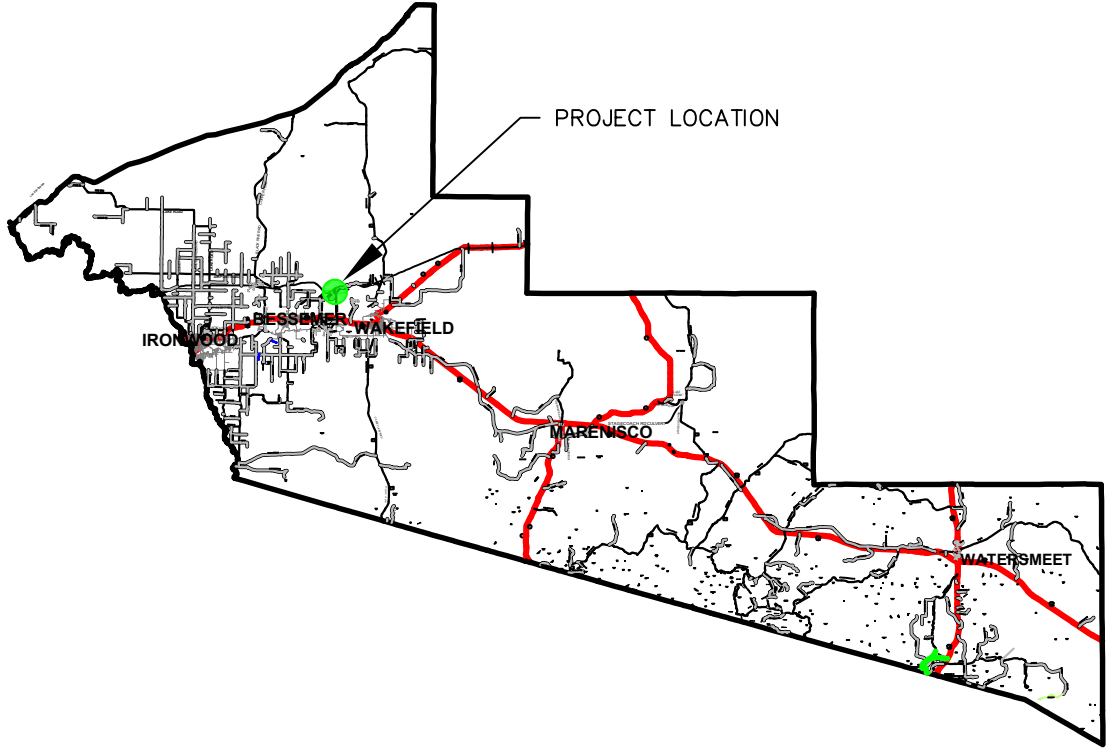
TYPE 3 BARRICADE **



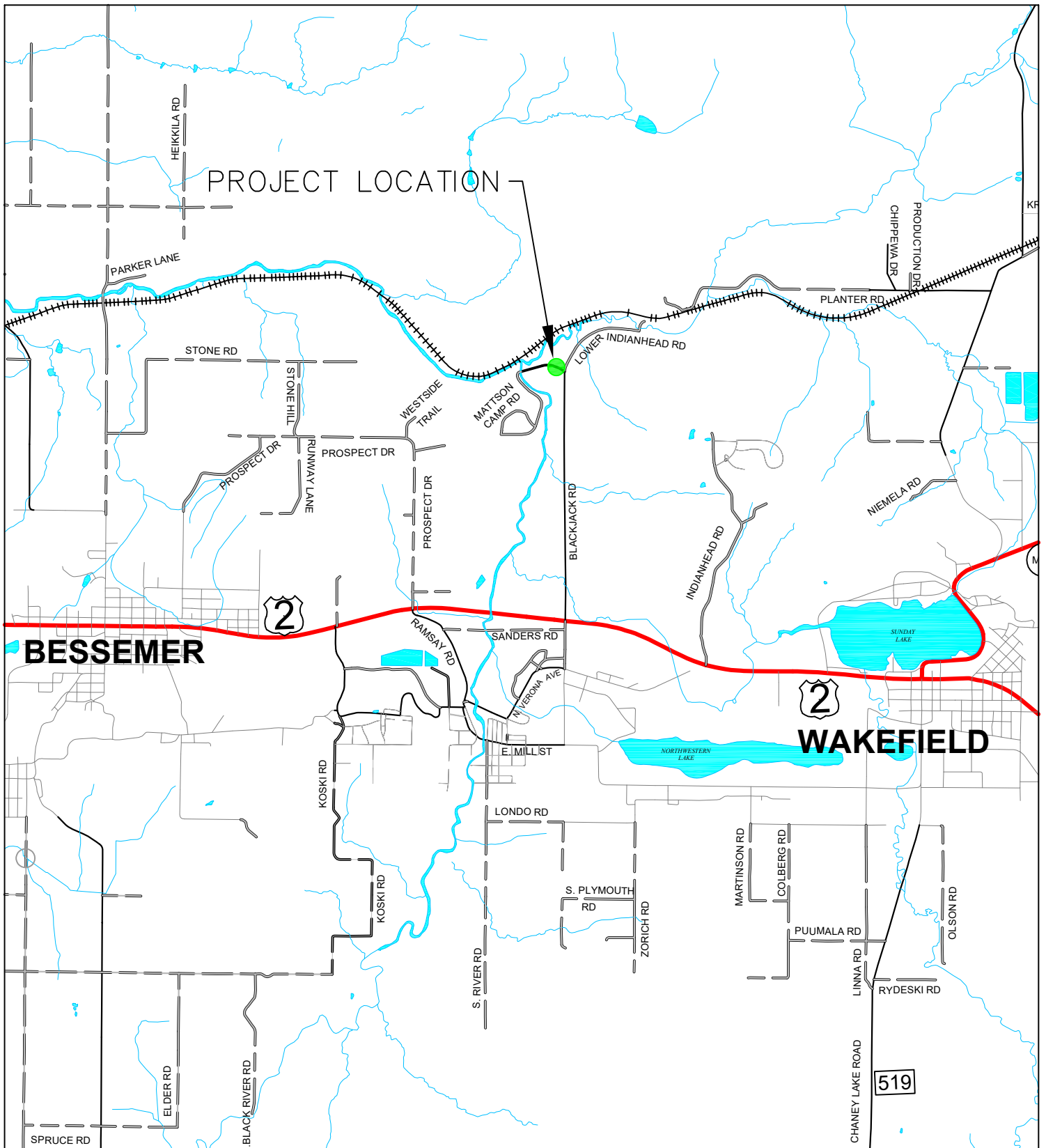
TOTAL CLOSURE

Where no turns are intended, at the point of closure and vehicles shall not pass beyond the barricade, the stripes should be positioned to slope downward toward the center of the barricade or barricades.

1. W20-3 "ROAD CLOSED AHEAD"
2. R11-3 "ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY"
3. R11-2 "ROAD CLOSED AHEAD"
4. TYPE III BARRICADE



SCALE:	N/A	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT:	BLACKJACK ROAD CULVERT	SHEET TITLE: LOCATION MAPS 1	SHEET 1 OF 2
DRAWN BY:	MDM		TOWNSHIP:	BESSEMER		
DATE:	1-19-2021					
PROJECT NO.:	N/A					



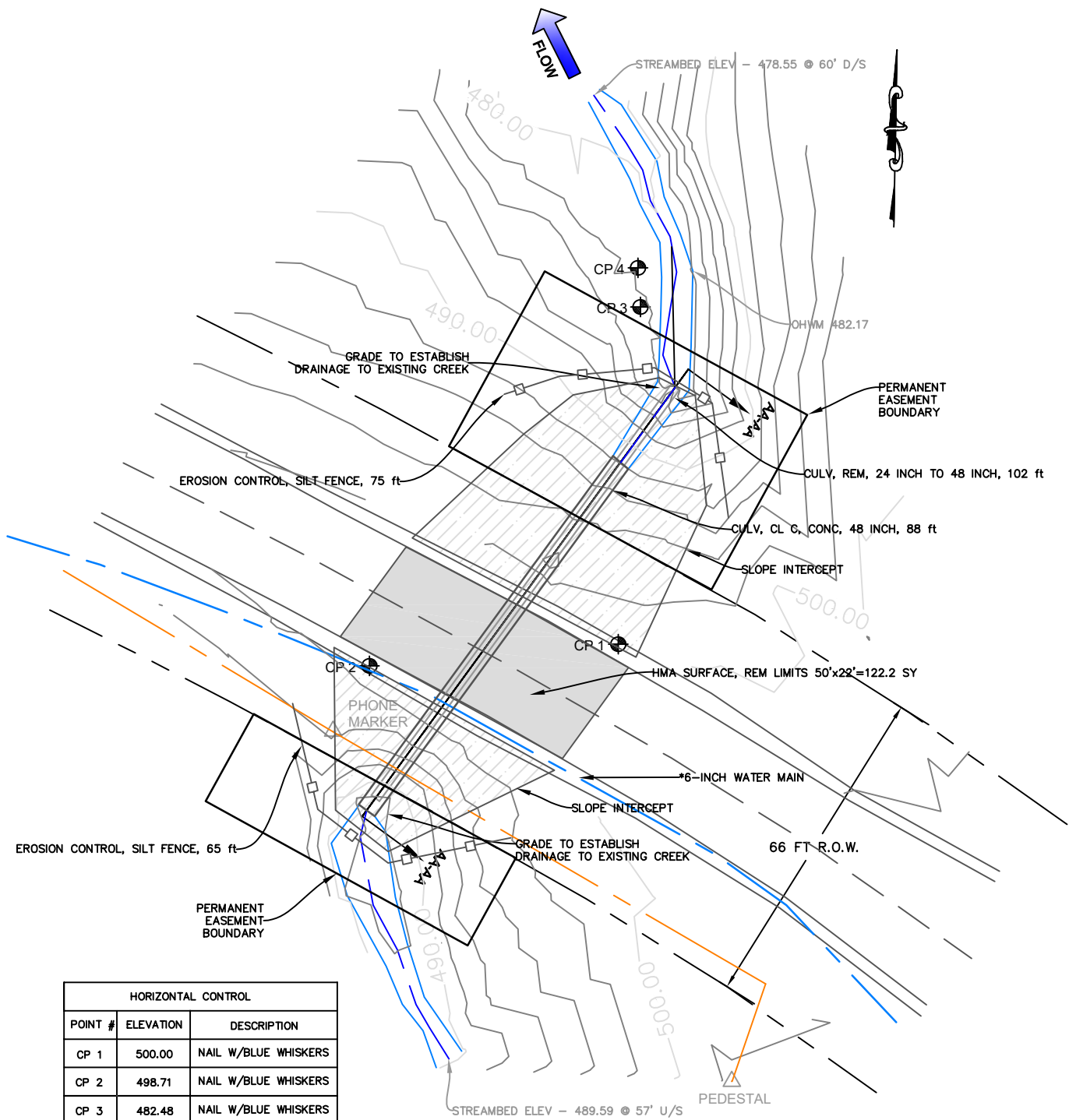
SCALE:	N/A
DRAWN BY:	MDM
DATE:	1-19-2021
PROJECT NO.:	N/A

GOGEBIC COUNTY ROAD COMMISSION
 200 N. MOORE ST.
 COURTHOUSE ANNEX
 BESSEMER, MI 49911

PROJECT:	BLACKJACK ROAD CULVERT
TOWNSHIP:	BESSEMER

SHEET TITLE:	LOCATION MAPS 2
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SHEET	2
OF 2	

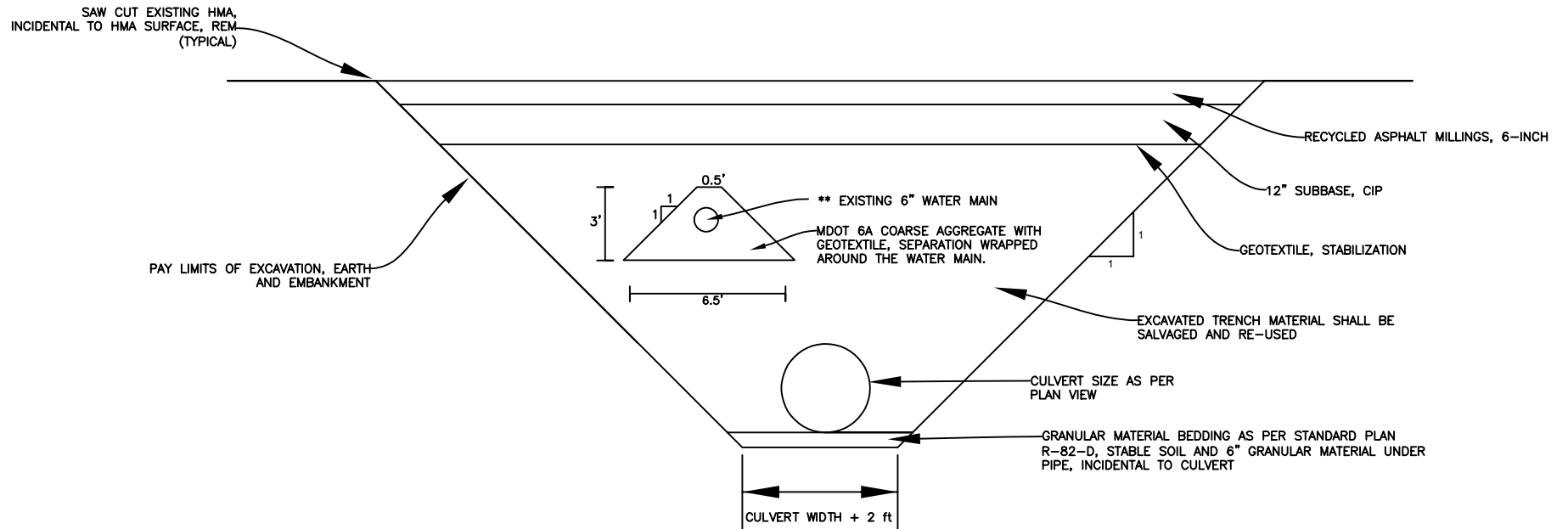


HORIZONTAL CONTROL		
POINT #	ELEVATION	DESCRIPTION
CP 1	500.00	NAIL W/BUE WHISKERS
CP 2	498.71	NAIL W/BUE WHISKERS
CP 3	482.48	NAIL W/BUE WHISKERS
CP 4	481.89	NAIL W/BUE WHISKERS

NOTE:
 *WATER MAIN LOCATION IS AN APPROXIMATION.
 CONTRACTOR TO LOCATE AND PROTECT.

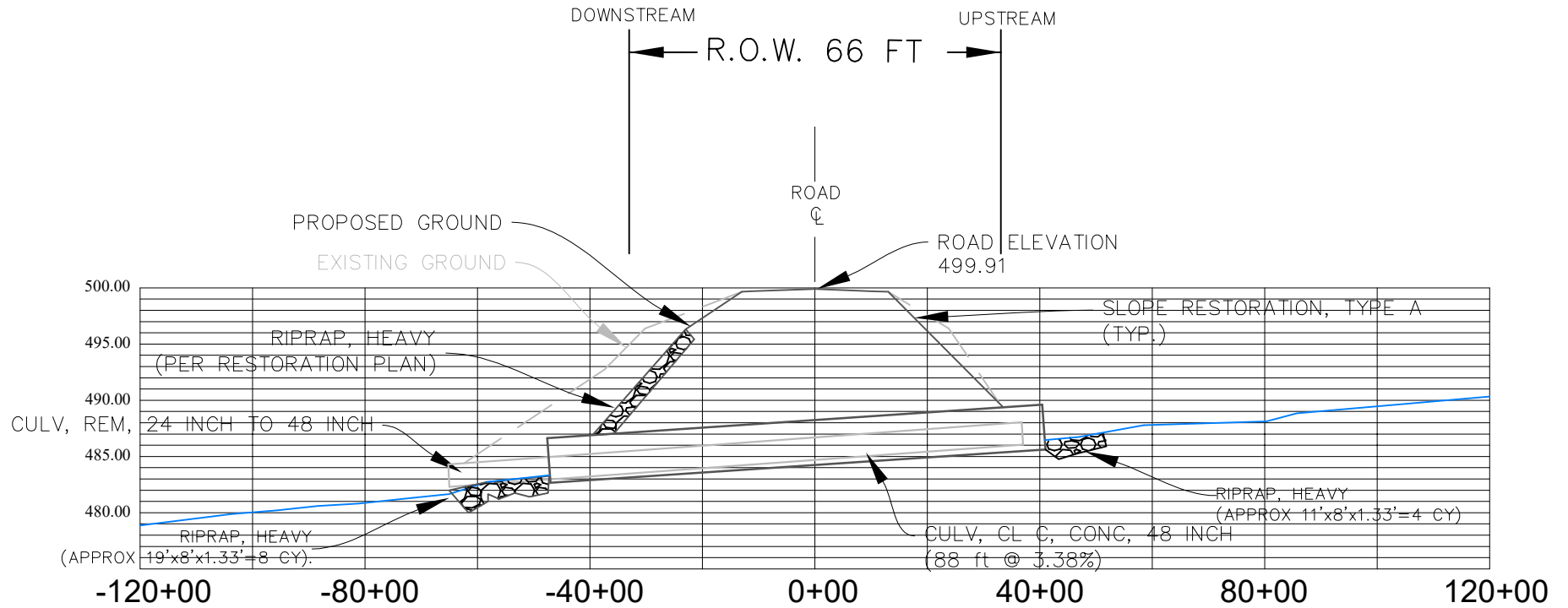
SCALE: 1"=30'	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT: BLACKJACK RD CULVERT	SHEET TITLE: PLAN VIEW	SHEET 1 OF 6
DRAWN BY: MDM		TOWNSHIP: BESSEMER		
DATE: 1-21-2021				
PROJECT NO.: N/A				

TYPICAL TRENCH DETAIL



** WATERMAIN LOCATION IS APPROXIMATED ON THE PLANS. CONTRACTOR SHALL LOCATE EXISTING WATER MAIN.

SCALE:	N/A	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT:	BLACKJACK RD CULVERT	SHEET TITLE: TRENCH DETAIL	SHEET 3 OF 6
DRAWN BY:	MDM		TOWNSHIP:	BESSEMER		
DATE:	2-11-2021					
PROJECT NO.:	N/A					

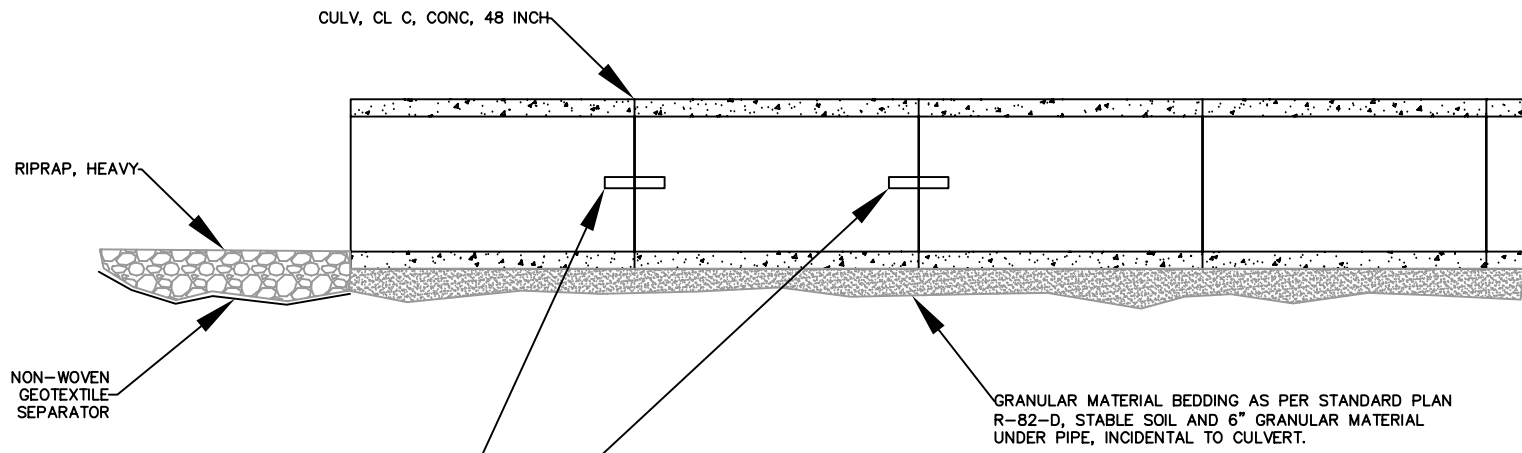


EXISTING DOWNSTREAM
 INVERT ELEVATION: 482.31
 PROPOSED DOWNSTREAM
 INVERT ELEVATION: 482.65
 PIPE ALIGNMENT: BEGIN INSTALLATION 19'
 UPSTREAM OF EXISTING

EXISTING UPSTREAM
 INVERT ELEVATION: 486.04
 PROPOSED UPSTREAM
 INVERT ELEVATION: 485.62

SECTION AA-AA

SCALE: N/A	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT: BLACKJACK RD CULVERT	SHEET TITLE: CROSS SECTION AA-AA	SHEET 4 OF 6
DRAWN BY: MDM		TOWNSHIP: BESSEMER		
DATE: 1-21-2021				
PROJECT NO.: N/A				



1" DIA. A325 OR GR5 GALVANIZED BOLT OR STUD WITH GALVANIZED A36 STEEL ASSEMBLY BRACKETS. (1) ON EACH SIDE OF PIPE, (2) TOTAL PER JOINT. OUTER (2) JOINTS OF BOTH UPSTREAM AND DOWNSTREAM SIDES (8 TOTAL). THIS WORK SHALL BE INCLUDED IN THE PRICE OF CULV, CL C, CONC, 48 INCH.

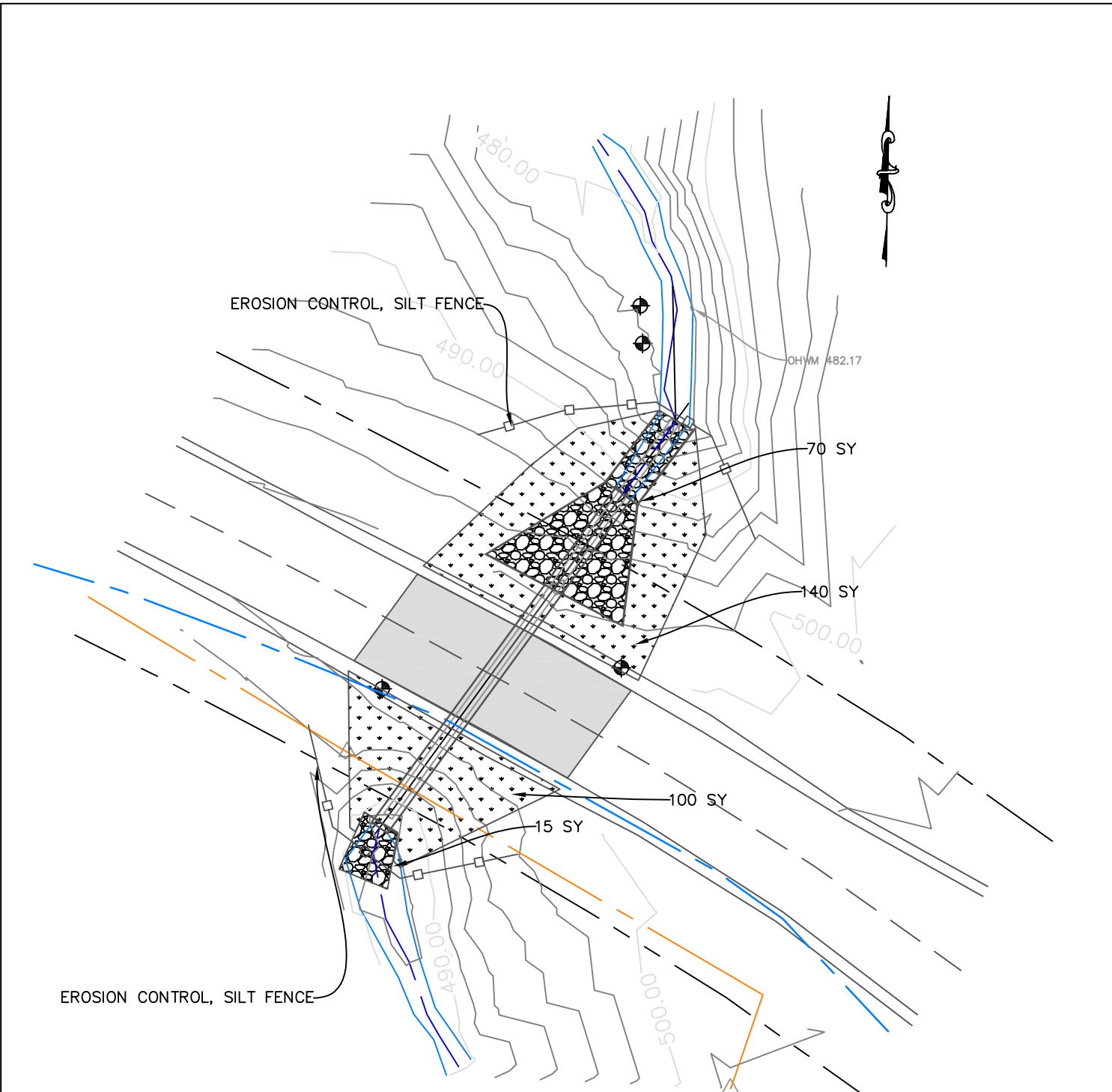
SCALE:	N/A
DRAWN BY:	MDM
DATE:	2-11-2021
PROJECT NO.:	N/A



GOGEBIC COUNTY ROAD COMMISSION
 200 N. MOORE ST.
 COURTHOUSE ANNEX
 BESSEMER, MI 49911

PROJECT:	BLACKJACK RD CULVERT
TOWNSHIP:	BESSEMER

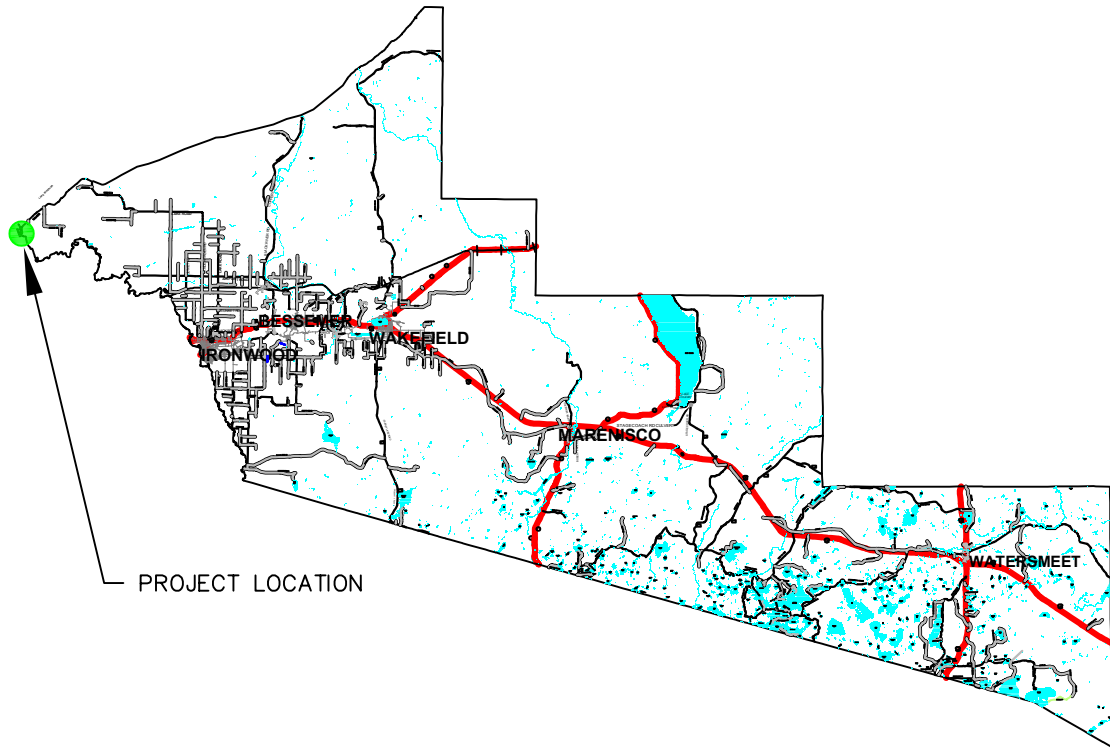
SHEET TITLE:	PROPOSED CULVERT JOINT TIES
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SHEET	5
OF 6	

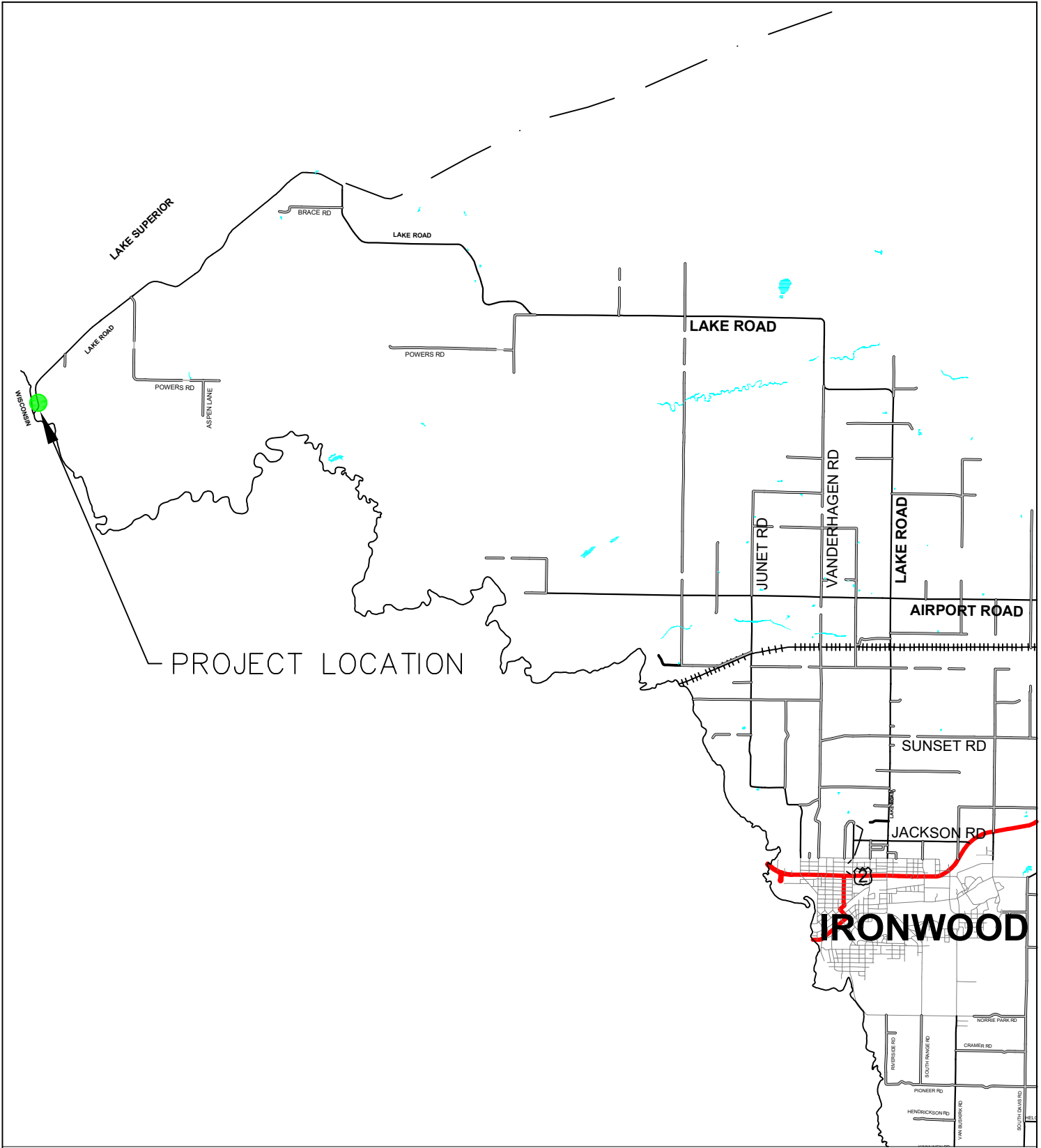


-  RIPRAP, HEAVY AND NON-WOVEN GEOTEXTILE SEPARATOR
-  SLOPE RESTORATION, TYPE A (USE SEED MIX TYPE THV (INCIDENTAL))
MULCH BLANKET, HIGH VELOCITY

SCALE: N/A	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT: BLACKJACK RD CULVERT	SHEET TITLE: RESTORATION PLAN	SHEET 6
DRAWN BY: MDM		TOWNSHIP: BESSEMER		OF 6
DATE: 1-21-2021				
PROJECT NO.: N/A				

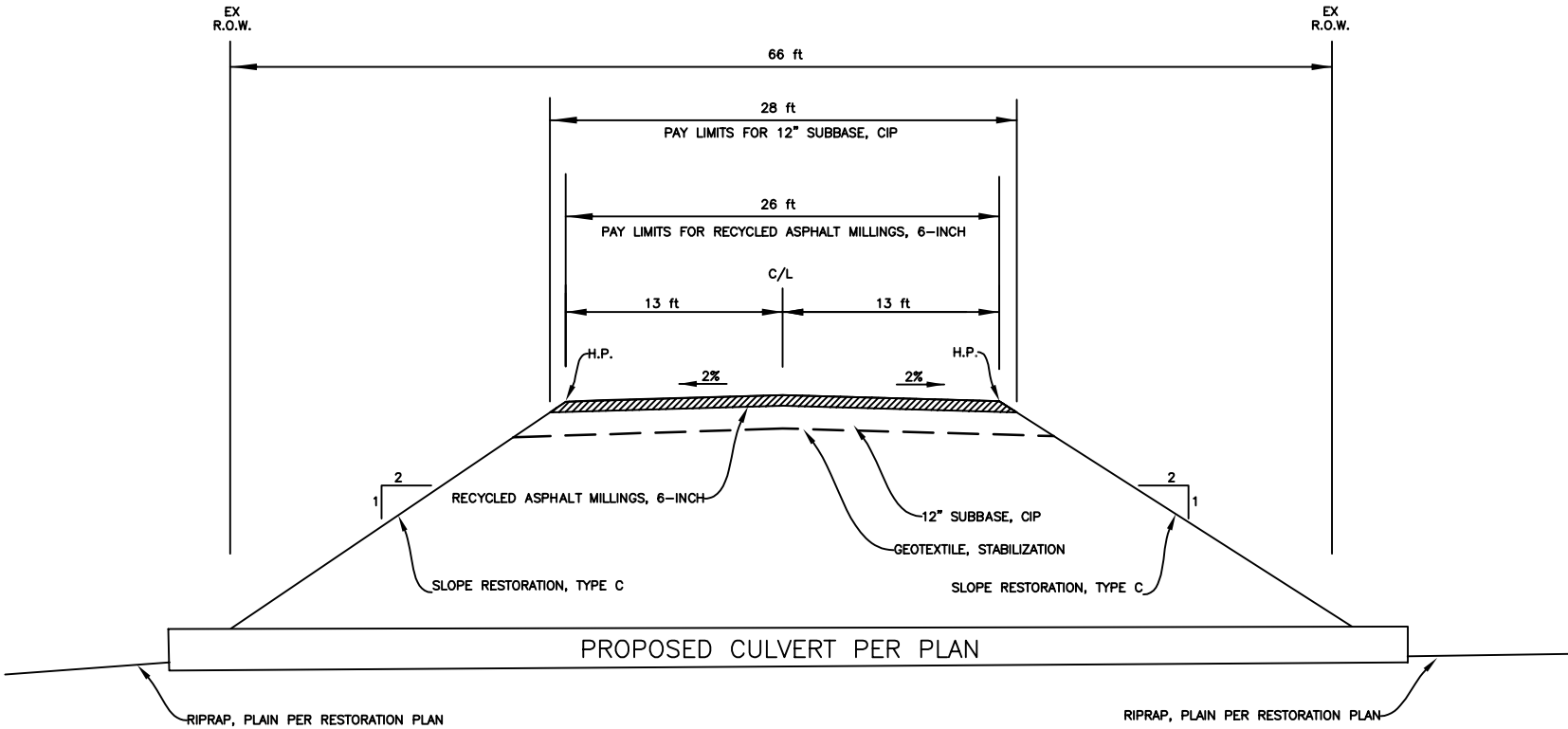


SCALE:	N/A	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT:	LAKE ROAD CULVERT L1	SHEET TITLE: LOCATION MAPS 1	SHEET 1 OF 2
DRAWN BY:	MDM		TOWNSHIP:			
DATE:	1-21-2021					
PROJECT NO.:	N/A					



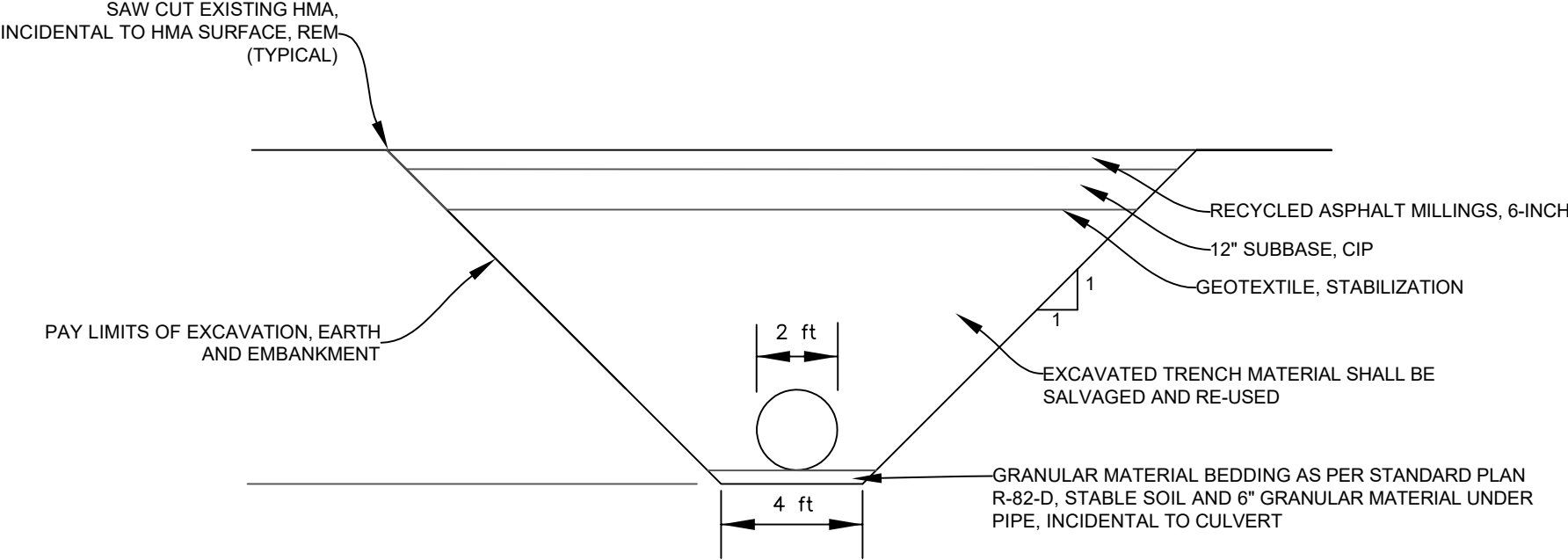
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DRAWN BY:	MDM		TOWNSHIP:	IRONWOOD		OF 2	
DATE:	1-21-2021						
PROJECT NO.:	N/A						

TYPICAL PROPOSED SECTION #1



SCALE:	N/A	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT: LAKE ROAD CULVERT L1	SHEET TITLE: TYPICAL PROPOSED SECTION #1	SHEET 1 OF 5
DRAWN BY:	MDM		TOWNSHIP:	IRONWOOD	
DATE:	1-21-2021				
PROJECT NO.:	N/A				

TYPICAL TRENCH DETAIL



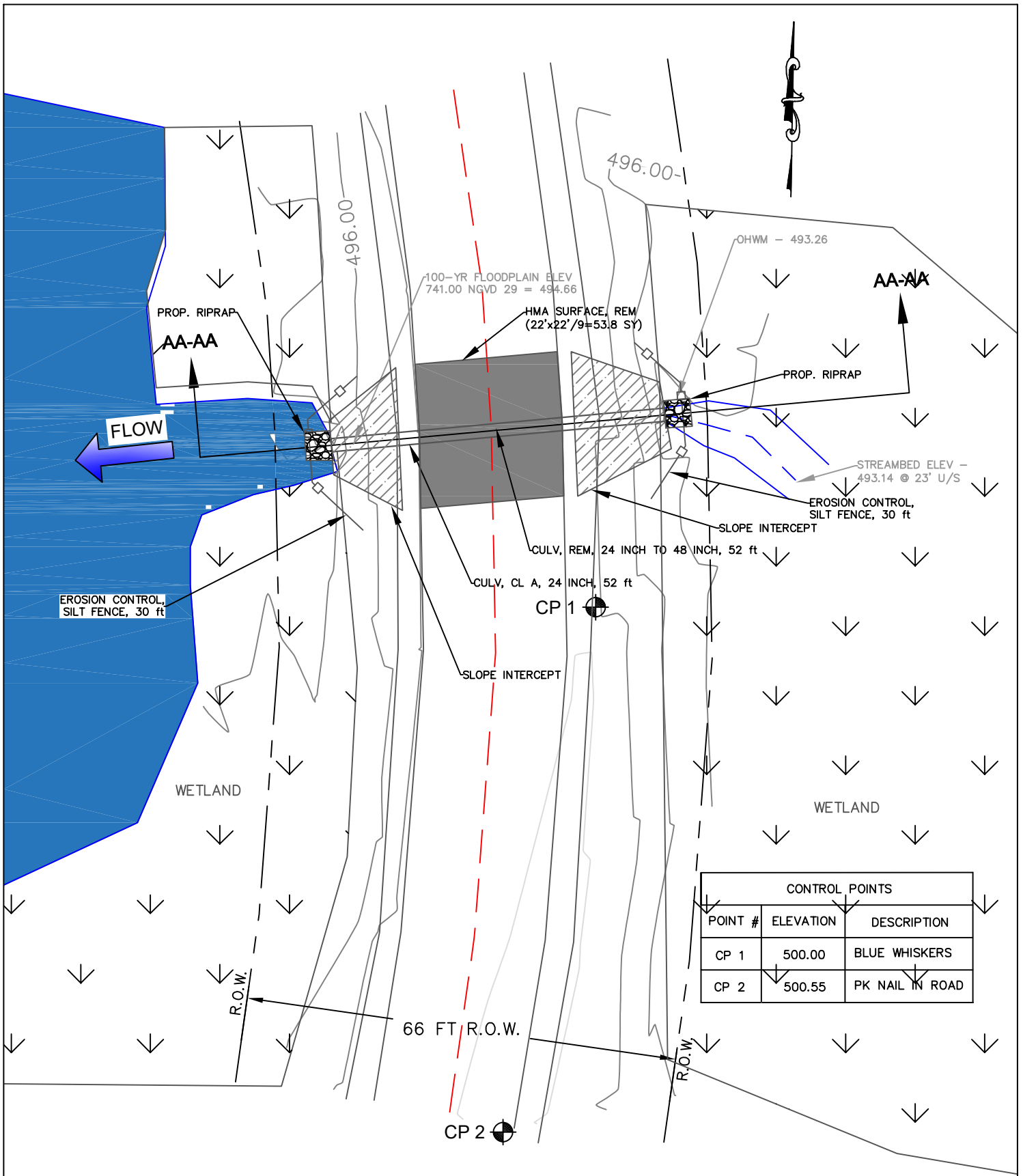
SCALE:	N/A
DRAWN BY:	MDM
DATE:	1-21-2021
PROJECT NO.:	NONE

GOGEBIC COUNTY ROAD COMMISSION
 200 N. MOORE ST.
 COURTHOUSE ANNEX
 BESSEMER, MI 49911

PROJECT:	LAKE ROAD CULVERT L1
TOWNSHIP:	IRONWOOD

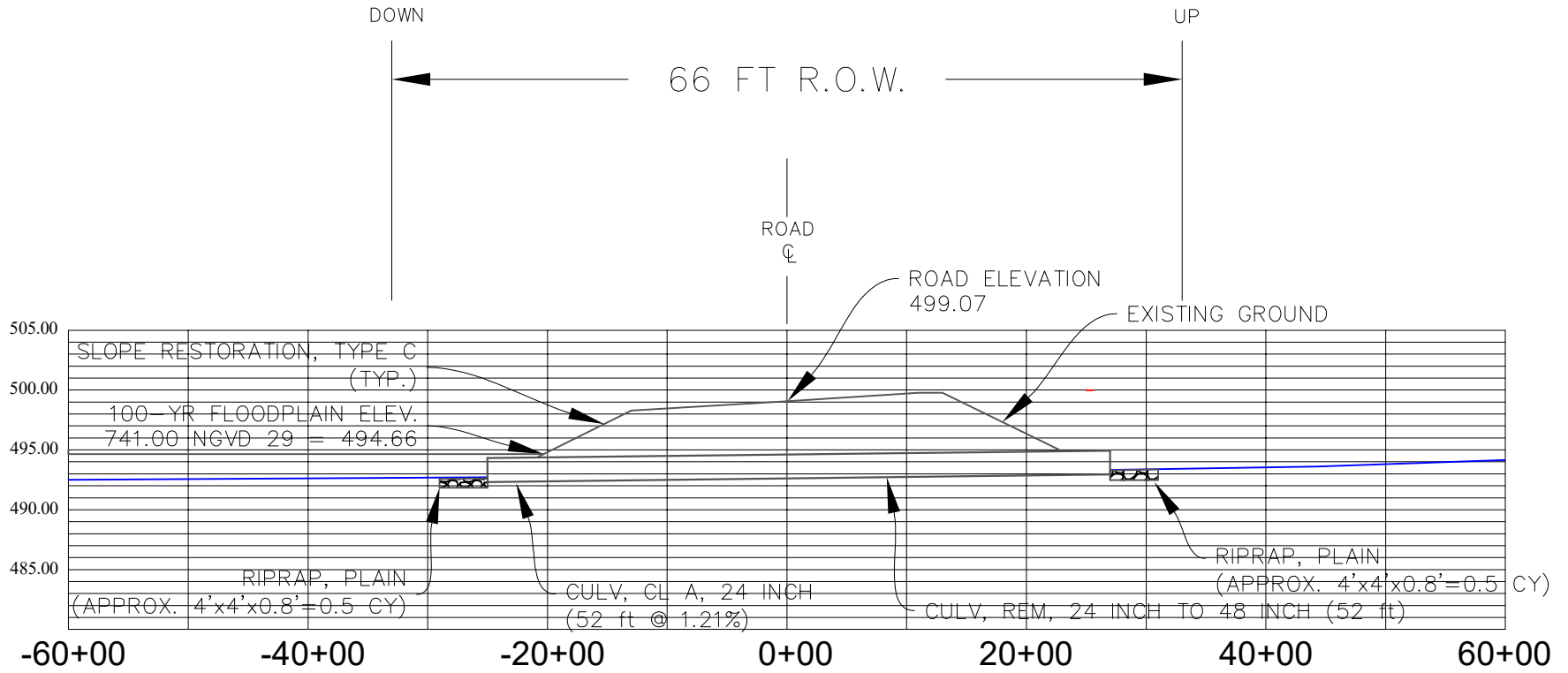
SHEET TITLE:
 TRENCH DETAIL

SHEET
2
 OF 5



CONTROL POINTS		
POINT #	ELEVATION	DESCRIPTION
CP 1	500.00	BLUE WHISKERS
CP 2	500.55	PK NAIL IN ROAD

SCALE: 1" = 20'	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT: LAKE ROAD CULVERT L1	SHEET TITLE: PLAN VIEW	SHEET 3 OF 5
DRAWN BY: MDM		TOWNSHIP: IRONWOOD		
DATE: 1-21-2021				
PROJECT NO.: NONE				

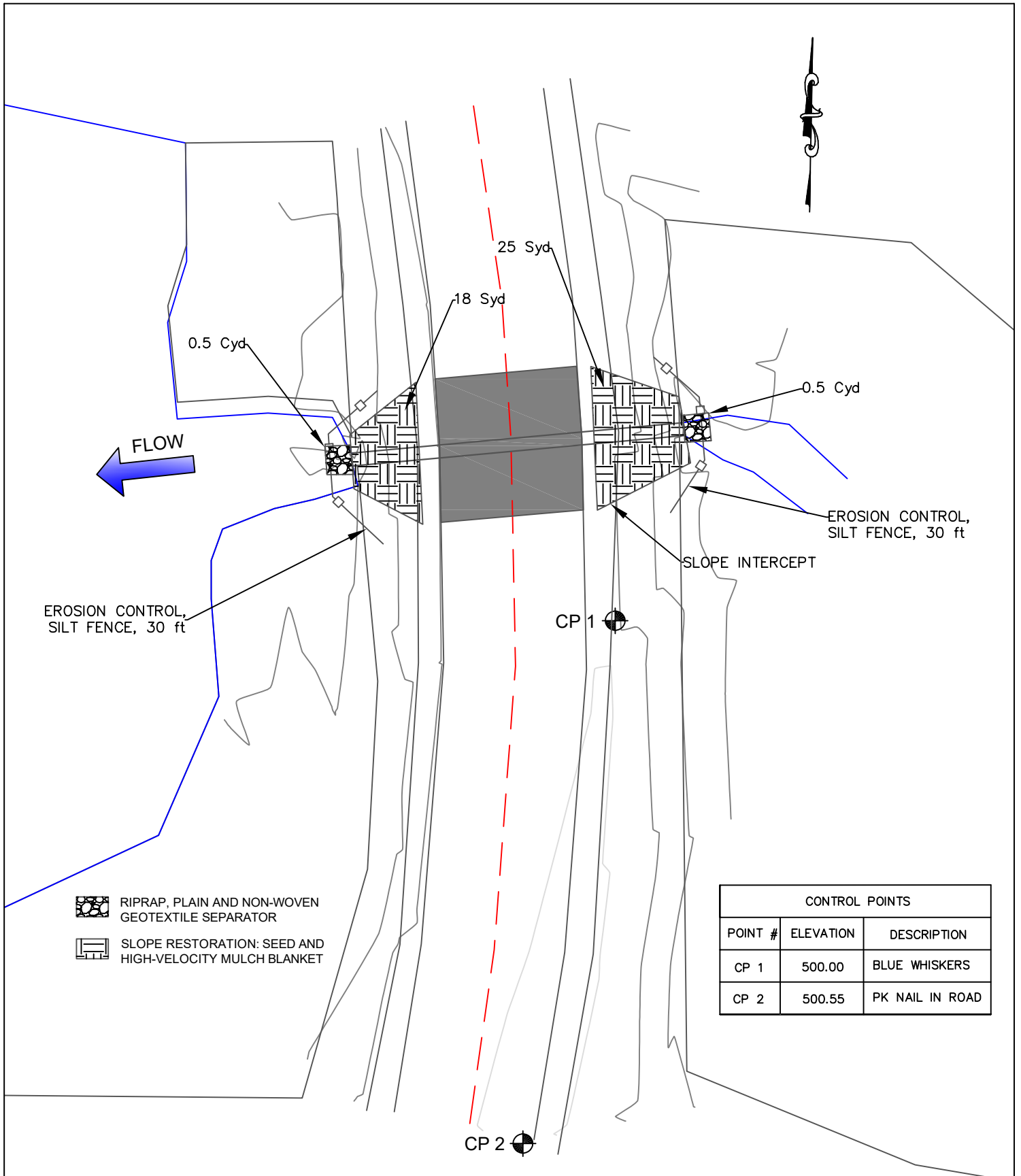


EXISTING DOWNSTREAM
 INVERT ELEVATION: 492.31
 PROPOSED DOWNSTREAM
 INVERT ELEVATION: 492.31
 PIPE ALIGNMENT: NO CHANGE

EXISTING UPSTREAM
 INVERT ELEVATION: 492.94
 PROPOSED UPSTREAM
 INVERT ELEVATION: 492.94

SECTION AA-AA

SCALE: N/A	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT: LAKE ROAD CULVERT L1	SHEET TITLE: CROSS SECTION AA-AA	SHEET 4 OF 5
DRAWN BY: MDM		TOWNSHIP: IRONWOOD		
DATE: 1-21-2021				
PROJECT NO.: NONE				



EROSION CONTROL,
SILT FENCE, 30 ft

0.5 Cyd

18 Syd

25 Syd

0.5 Cyd

EROSION CONTROL,
SILT FENCE, 30 ft

SLOPE INTERCEPT

CP 1



RIPRAP, PLAIN AND NON-WOVEN
GEOTEXTILE SEPARATOR



SLOPE RESTORATION: SEED AND
HIGH-VELOCITY MULCH BLANKET

CP 2

CONTROL POINTS		
POINT #	ELEVATION	DESCRIPTION
CP 1	500.00	BLUE WHISKERS
CP 2	500.55	PK NAIL IN ROAD

SCALE: 1" = 20'
DRAWN BY: MDM
DATE: 1-21-2021
PROJECT NO.: NONE

GOGEBIC COUNTY ROAD COMMISSION
200 N. MOORE ST.
COURTHOUSE ANNEX
BESSEMER, MI 49911

PROJECT: LAKE ROAD CULVERT L1
TOWNSHIP: IRONWOOD

SHEET TITLE: RESTORATION PLAN

SHEET 5 OF 5



NOTICE OF AUTHORIZATION

Permit Number: WRP020987 v. 1

Date Issued: February 18, 2020

Site Name: 27-Blackjack Road at tributary to Jackson Creek

Expiration Date: February 18, 2025

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; specifically:

- Part 31, Floodplain Regulatory Authority of the Water Resources Protection.
- Part 301, Inland Lakes and Streams.
- Part 303, Wetlands Protection.
- Part 315, Dam Safety.
- Part 323, Shorelands Protection and Management.
- Part 325, Great Lakes Submerged Lands.
- Part 353, Sand Dunes Protection and Management.

Authorized activity:

Remove the existing structure and install an 88-foot-long by four-foot diameter concrete culvert at the Blackjack Road crossing of a tributary to Jackson Creek. Place a total of 37 cubic yards of rock riprap (12 cubic yards below the Ordinary High-Water Mark).

All work shall be performed according to the attached plans and permit conditions.

To be conducted at property located in: Gogebic County, Waterbody: tributary to Jackson Creek
Section 01, Town 47N, Range 46W, Bessemer Township

Permittee:

Gogebic County Road Commission
200 N Moore Street
Courthouse Annex
Bessemer, Michigan 49911

Issued By:

John Gustafson
Marquette District Office
Water Resources Division
906-203-9887

*This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.*
Please refer to the above permit number with any questions or concerns.

**EGLE-WRD
WRP020987 v1.0
Approved
Issued On:02/18/2020
Expires On:02/18/2025**



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION PERMIT**

Issued To:

**Gogebic County Road Commission
200 N Moore Street
Courthouse Annex
Bessemer, Michigan 49911**

Permit No: WRP020987 v.1
Submission No.: HNV-3Q8T-4KJNY
Site Name: 27-Blackjack Road at tributary to Jackson Creek
Issued: February 18, 2020
Revised:
Expires: February 18, 2025

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD), under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Part 301, Inland Lakes and Streams | <input type="checkbox"/> Part 323, Shorelands Protection and Management |
| <input type="checkbox"/> Part 303, Wetlands Protection | <input type="checkbox"/> Part 325, Great Lakes Submerged Lands |
| <input type="checkbox"/> Part 315, Dam Safety | <input type="checkbox"/> Part 353, Sand Dunes Protection and Management |
| <input type="checkbox"/> Part 31, Water Resources Protection (Floodplain Regulatory Authority) | |

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Remove the existing structure and install an 88-foot-long by four-foot diameter concrete culvert at the Blackjack Road crossing of a tributary to Jackson Creek. Place a total of 37 cubic yards of rock riprap (12 cubic yards below the Ordinary High-Water Mark).

All work shall be performed according to the attached plans and permit conditions.

Waterbody Affected: tributary to Jackson Creek
Property Location: Gogebic County, Bessemer Township, Town/Range/Section 47N46W01

Authority granted by this permit is subject to the following limitations:

- Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
- This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.

**EGLE-WRD
WRP020987 v1.0
Approved
Issued On:02/18/2020
Expires On:02/18/2025**

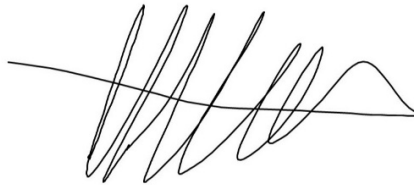
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. Permittee shall notify EGLE within one week after the completion of the activity authorized by this permit by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of EGLE.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.

- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
1. Authority granted by this permit does not waive compliance requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA. Any discharge of sediment into waters of the state and/or off the road right-of-way is a violation of this permit, Part 91, and Part 31, Water Resources Protection, of the NREPA. A violation of these parts subjects the permittee to potential fines and penalties.
 2. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
 3. The permittee is responsible for acquiring all necessary easements or rights-of-way before commencing any work authorized by this permit. All construction operations relating to or part of this project shall be confined to the existing right-of-way limits or other acquired easements.
 4. Temporary soil erosion and sedimentation control measures shall be installed before or upon commencement of the earth change and shall be maintained daily. Temporary soil erosion and sedimentation control measures shall be maintained until permanent soil erosion and sedimentation control measures are in place and the area is stabilized. Permanent soil erosion and sedimentation control measures for all slopes, channels, ditches, or any disturbed area shall be installed within five (5) calendar days after final grading or the final earth change has been completed.
 5. All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.
 6. All raw earth within 100 feet of a lake, stream, or wetland that is not brought to final stabilization by the end of the active growing season shall be temporarily stabilized with mulch blankets in accordance with the following dates: September 20th for the Upper Peninsula, October 1st for the Lower Peninsula north of US-10, and October 10th for the Lower Peninsula south of US-10.
 7. This permit placard shall be kept posted at the work site, in a prominent location at all times for the duration of the project, or until permit expiration.

8. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning at the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.
9. All fill/backfill shall consist of clean inert material that will not cause siltation nor contain soluble chemicals, organic matter, pollutants, or contaminants. All fill shall be contained in such a manner so as not to erode into any surface water, floodplain, or wetland. All raw areas associated with the permitted activity shall be stabilized with sod and/or seed and mulch, riprap, or other technically effective methods as necessary to prevent erosion.
10. All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed on upland (non-wetland, non-floodplain or non-bottomland), prepared for stabilization, revegetated and reseeded with native Michigan species appropriate to the site, and mulched in such a manner so as to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.
11. During removal of the existing structure, every precaution shall be taken to prevent debris from entering any watercourse. Any debris reaching the watercourse during the removal of the structure shall be immediately retrieved from the water. All material shall be disposed of in an acceptable manner consistent with local, state, and federal regulations.
12. Prior to the removal of the existing structures, cofferdams of steel sheet piling, gravel bags, clean stone, coarse aggregate, concrete or other acceptable barriers shall be installed to isolate all construction activity from the water. The barriers shall be maintained in good working order throughout the duration of the project. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site.
13. All cofferdam and temporary steel sheet pile shall then be removed in its entirety, unless specifically shown to be left in place on the accepted plans. Cofferdam and sheet pile that is left in place shall be cut off at the elevation shown on the plans and shall be a minimum of one foot below the stream bottom.
14. The existing structure shall be kept open to pass the stream flow during removal of the existing road fill.
15. The placement of the new culvert and the initial placement of fill in the stream shall be done immediately after removal of the existing culvert. The placement shall be conducted in such a manner that all flow is immediately passed through the new culverts, allowing the major placement of fill to be done in the dry or in still water where erosion and sedimentation will be minimized. The fill material used in this initial placement shall be washed gravel, coarse aggregate, or rock and shall be placed at both ends of the culvert to a level above normal water level before backfill material is placed.
16. The culvert shall be installed to align with the center line of the existing stream at both the inlet and outlet ends and must be recessed into the stream bed to provide a natural channel substrate throughout the structure, as shown on the approved plans.
17. Road fill side slopes shall not be steeper than 1-on-2 (1 vertical to 2 horizontal) except where headwalls of reinforced concrete, mortar masonry, dry masonry, or other acceptable methods are used.
18. Road fill side slopes terminating in the stream and any raw streambanks resulting from the construction shall be stabilized with temporary measures in accordance with appropriate Best Management Practices based on site conditions, and if necessary, may be riprapped extending above the ordinary

high water mark, before or upon commencement of the permitted activity. Temporary stabilization measures shall be maintained until permanent measures are in place.

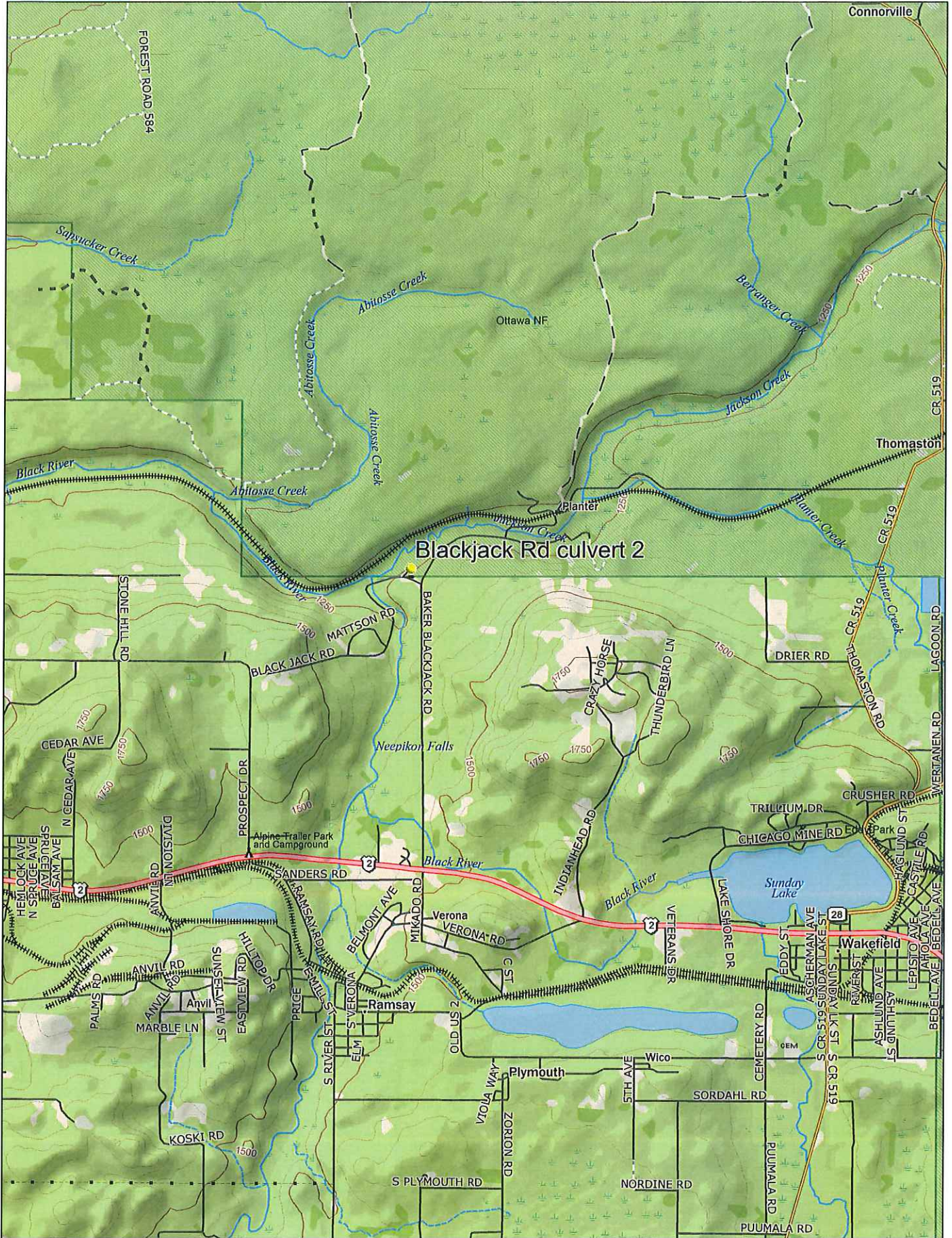
19. All other road fill slopes, ditches, and other raw areas draining directly to the stream may be protected with riprap, sod and/or seed and mulch as may be necessary to provide effective erosion protection. The placement of riprap shall be limited to the minimum necessary to ensure proper stabilization of the side slopes and fill in the immediate vicinity of the structure.
20. If the project, or any portion of the project, is stopped and lies incomplete for any length of time other than that encountered in a normal work week, every precaution shall be taken to protect the incomplete work from erosion, including the placement of temporary gravel bag riprap, temporary seed and mulch, or other acceptable temporary protection.
21. No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.
22. Rock riprap shall be placed so that it does not narrow up the stream or interfere with stream flows in and out of the culvert.



Issued By:

John Gustafson
Marquette District Office
Water Resources Division
906-203-9887

cc: Bessemer Township Clerk
Gogebic County CEA



Blackjack Rd culvert 2

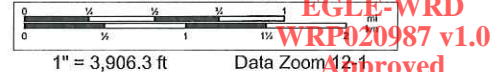
Data use subject to license.

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www.delorme.com



Scale 1 : 46,875

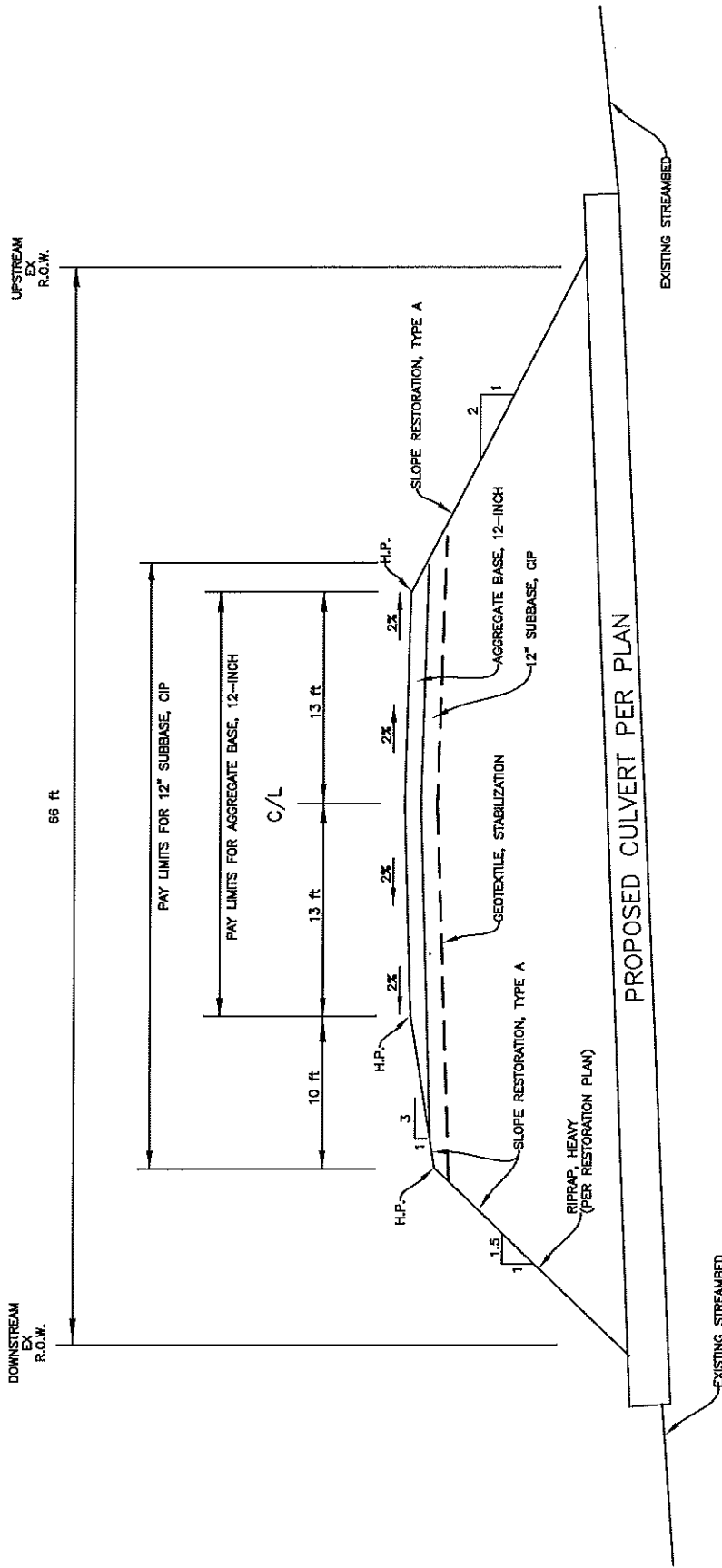


EGLE-WRD
WRP 20987 v1.0

Approved
Issued On:02/18/2020
Expires On:02/18/2025

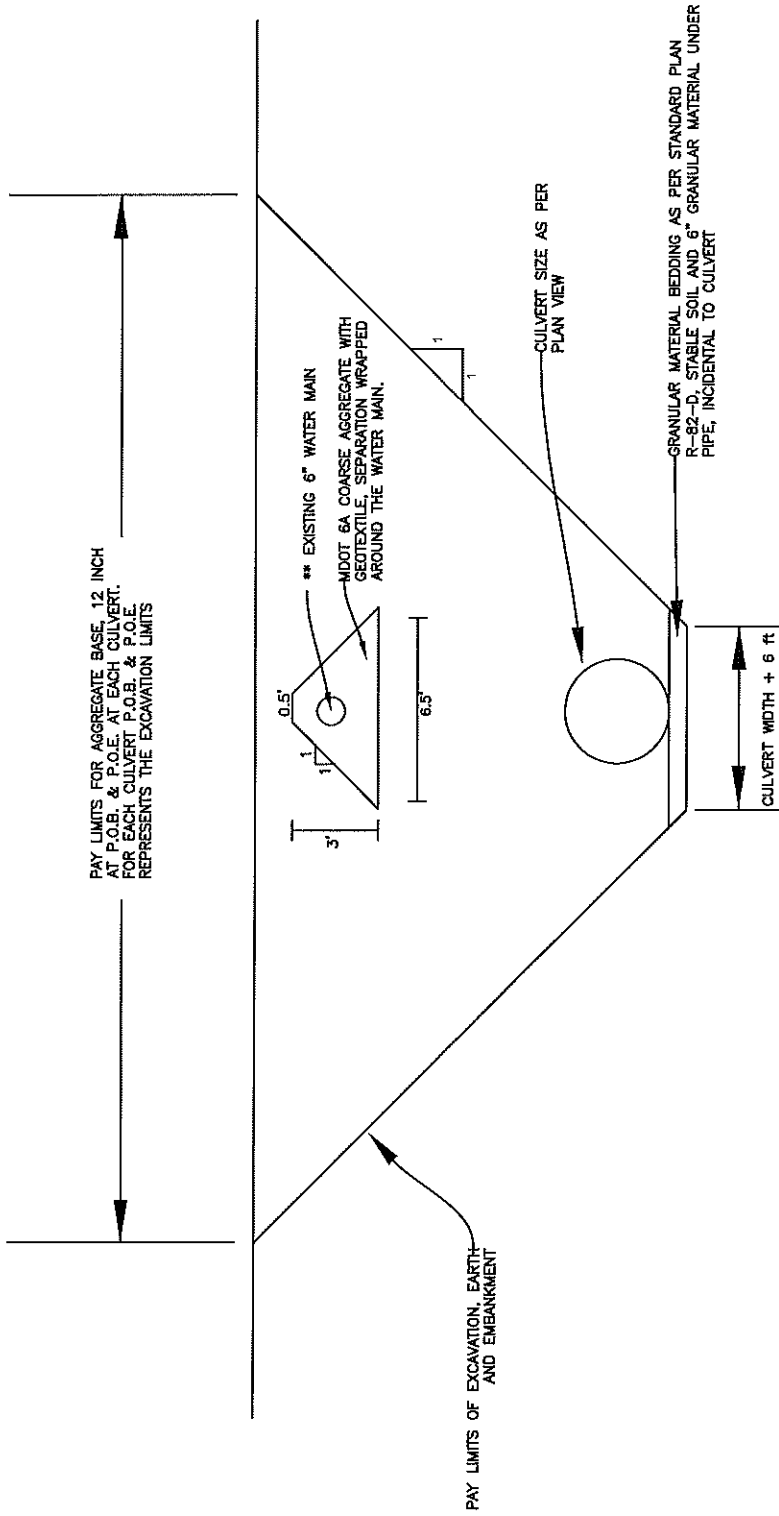
Data Zoom 11

TYPICAL CULVERT PROFILE



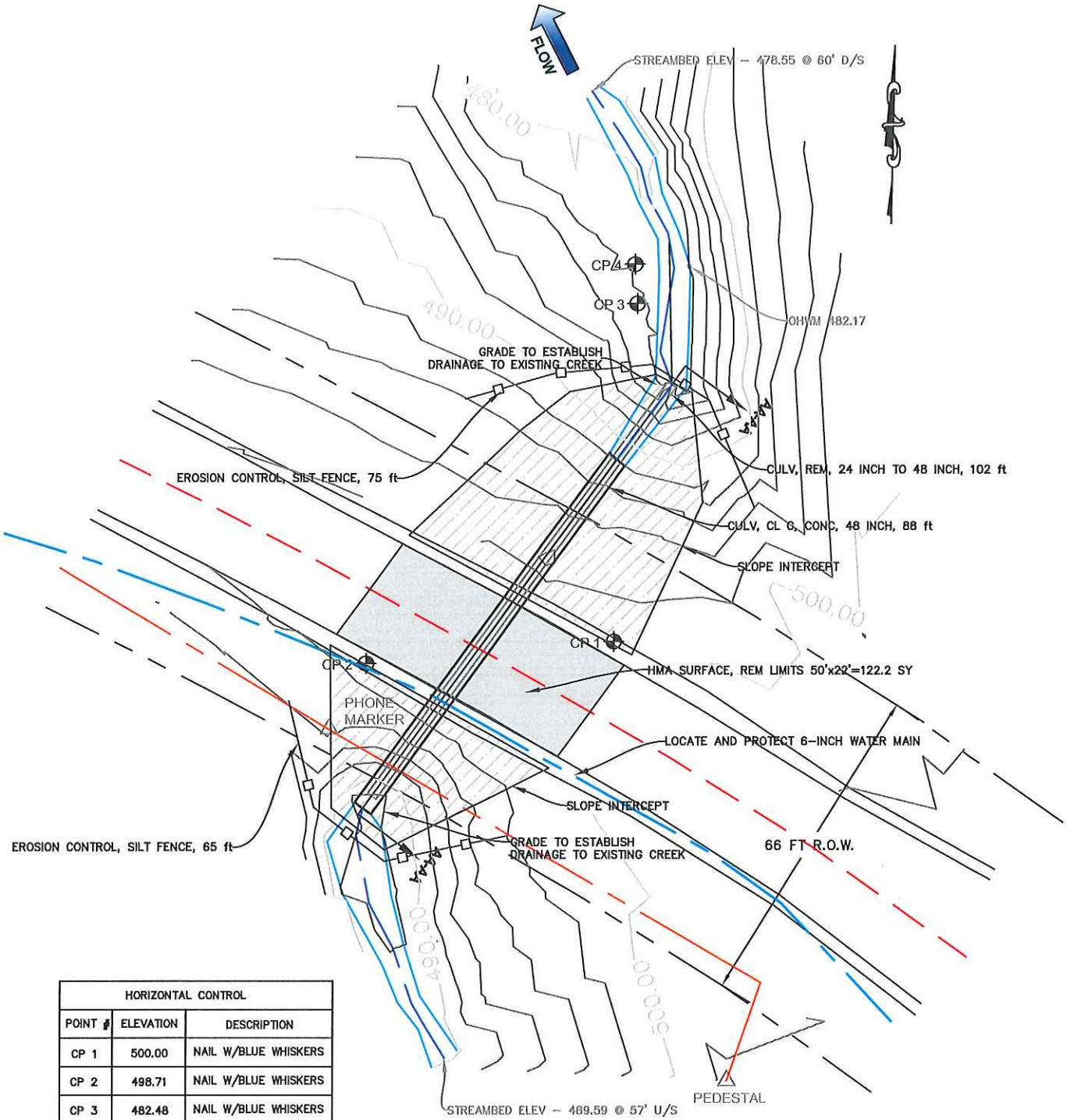
DRAWN BY: MDM	ROAD NAME AND NUMBER	BLACKJACK ROAD CULVERT 2 TYPICAL	CONTROL SECTION	STATE JOB NO.	COUNTY	SHEET NUMBER	TOTAL SHEETS
SCALE: NO SCALE	OWNER	GOGEBIC COUNTY ROAD COMMISSION	.	.	GOGEBIC	1	5

TYPICAL TRENCH SECTION



** WATERMAIN LOCATION IS APPROXIMATED ON THE PLANS. CONTRACTOR SHALL LOCATE EXISTING WATER MAIN.

DRAWN BY: MDM	ROAD NAME AND NUMBER	BLACKJACK ROAD CULVERT 2 TYPICAL	CONTROL SECTION	STATE JOB NO.	COUNTY	SHEET NUMBER	TOTAL SHEETS
SCALE: NO SCALE	OWNER	GOGEBIC COUNTY ROAD COMMISSION	.	.	GOGEBIC	2	5



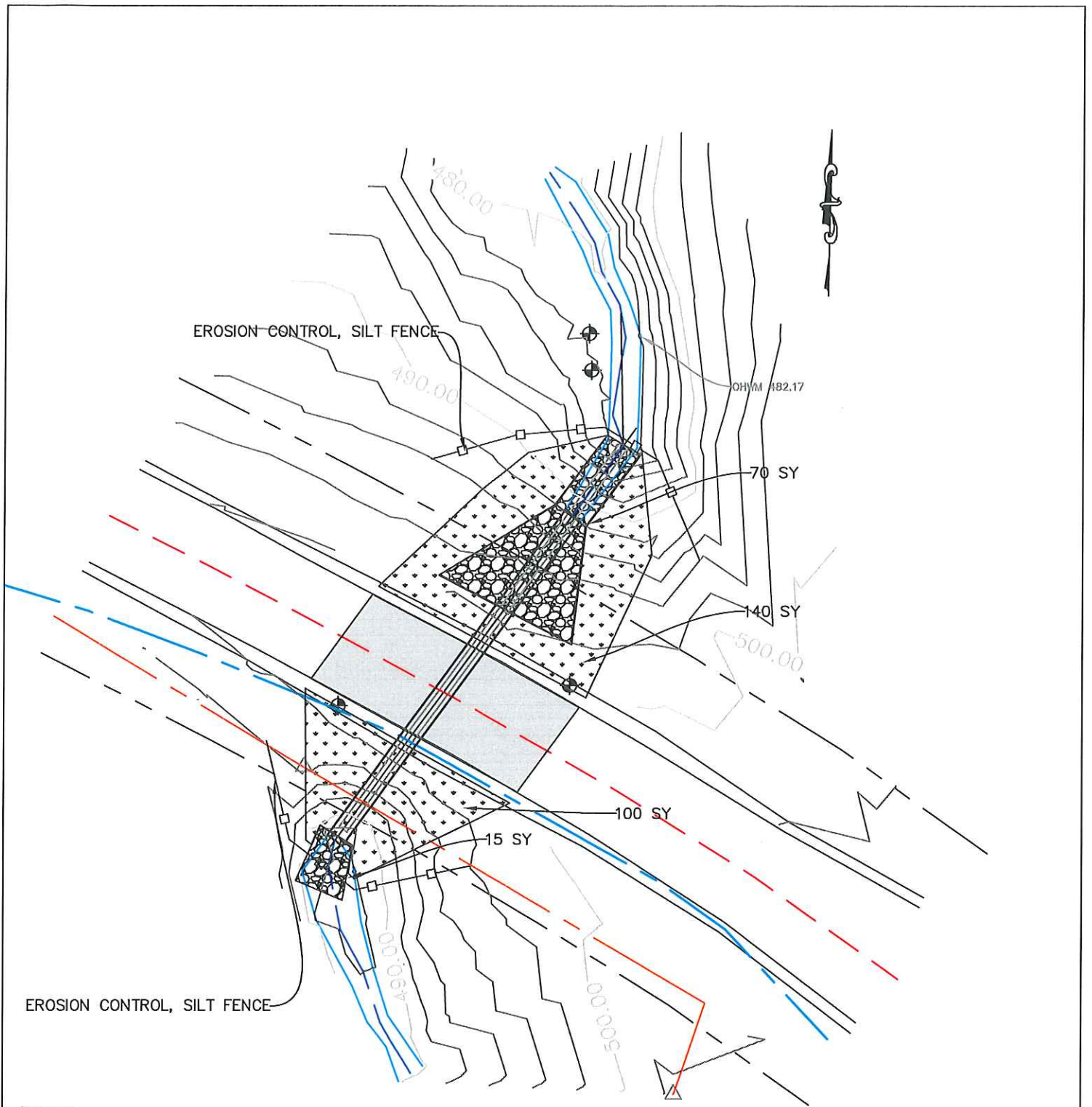
HORIZONTAL CONTROL		
POINT #	ELEVATION	DESCRIPTION
CP 1	500.00	NAIL W/BBLUE WHISKERS
CP 2	498.71	NAIL W/BBLUE WHISKERS
CP 3	482.48	NAIL W/BBLUE WHISKERS
CP 4	481.89	NAIL W/BBLUE WHISKERS

DRAWN BY: MDM
 SCALE: 1"=30'

BLACKJACK ROAD CULVERT 2
 GOGEBIC COUNTY ROAD COMMISSION

STATE PROJECT NO.
 STATE JOB NO.

SHEET NO.
 3 OF 5



EROSION CONTROL, SILT FENCE



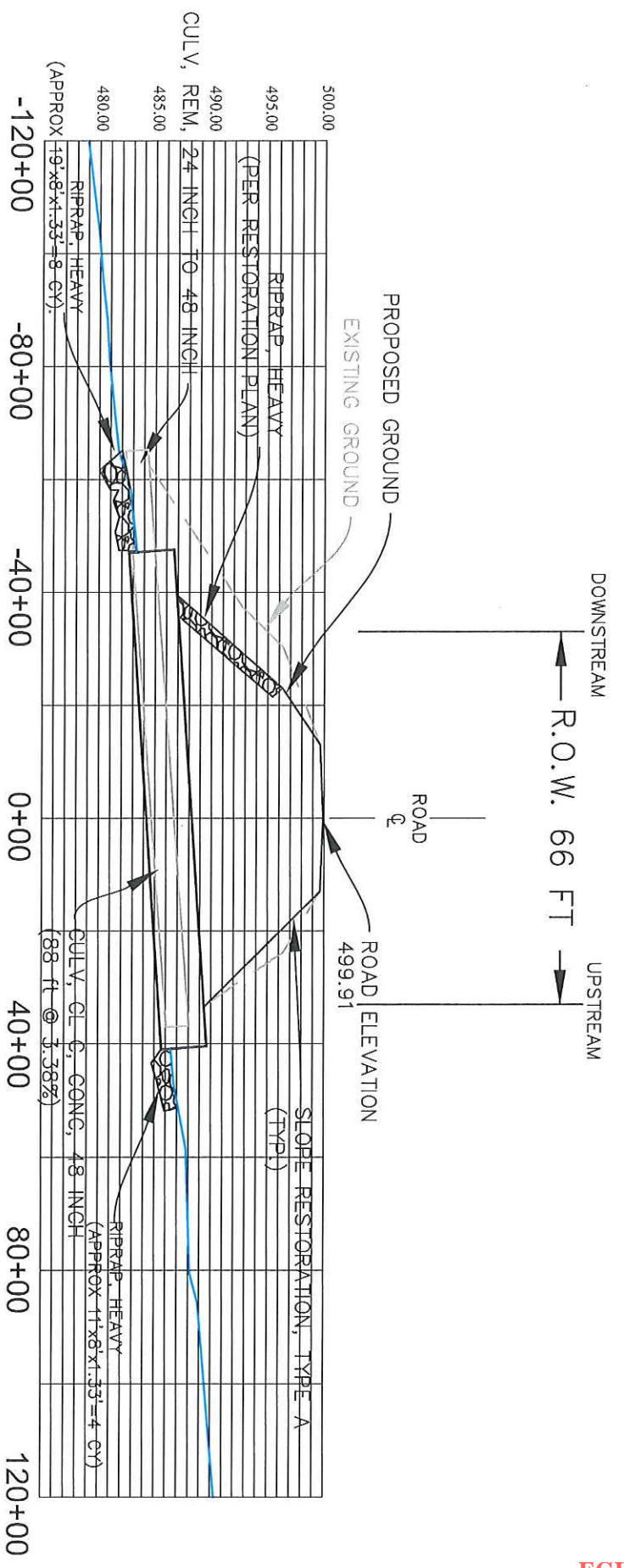
RIPRAP, HEAVY AND NON-WOVEN GEOTEXTILE SEPARATOR



SLOPE RESTORATION, TYPE A (USE SEED MIX TYPE THV (INCIDENTAL))
MULCH BLANKET, HIGH VELOCITY

DRAWN BY: MDM	BLACKJACK ROAD CULVERT 2 RESTORATION GOGEBIC COUNTY ROAD COMMISSION	STATE PROJECT NO.	STATE JOB NO.	SHEET NO. 4 OF 5
SCALE: 1"=30'		.	.	

EGLE-WRD
WRP020987 v1.0
Approved
Issued On:02/18/2020
Expires On:02/18/2025



EXISTING DOWNSTREAM
 INVERT ELEVATION: 482.31
 PROPOSED DOWNSTREAM
 INVERT ELEVATION: 482.65
 PIPE ALIGNMENT: BEGIN INSTALLATION 19'
 UPSTREAM OF EXISTING

EXISTING UPSTREAM
 INVERT ELEVATION: 486.04
 PROPOSED UPSTREAM
 INVERT ELEVATION: 485.62

SECTION AA-AA

DRAWN BY: MDM		ROAD NAME AND NUMBER BLACKJACK ROAD CULVERT 2		CONTROL SECTION	STATE JOB NO.	COUNTY	SHEET NUMBER	TOTAL SHEETS
SCALE: NO SCALE		OWNER GOGEBIC COUNTY ROAD COMMISSION				GOGEBIC	5	5



NOTICE OF AUTHORIZATION

Permit Number: WRP026963 v. 1
Site Name: 27-Lake Road at Montreal River

Date Issued: January 4, 2021
Expiration Date: January 4, 2026

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, specifically:

- Part 31, Floodplain Regulatory Authority of the Water Resources Protection.
- Part 301, Inland Lakes and Streams.
- Part 303, Wetlands Protection.
- Part 315, Dam Safety.
- Part 323, Shorelands Protection and Management.
- Part 325, Great Lakes Submerged Lands.
- Part 353, Sand Dunes Protection and Management.

Authorized activity:

Remove the existing structure and install a 52 foot long by two foot diameter corrugated metal cross culvert out-letting to the Montreal River on Lake Road. Place a total of one cubic yard of rock riprap at the culvert ends impacting 32 square feet of wetland.

All work shall be performed according to the attached plans and permit conditions.

To be conducted at property located in: Gogebic County, Waterbody: Montreal River
Section 15, Town 48N, Range 49W, Ironwood Township

Permittee:
Gogebic County Road Commission
200 N Moore Street
Courthouse Annex
Bessemer, Michigan 49911

Issued By:

John Gustafson
Marquette District Office
Water Resources Division
906-203-9887

This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.
Please refer to the above permit number with any questions or concerns.

EGLE-WRD
WRP026963 v1.0
Approved
Issued On:01/04/2021
Expires On:01/04/2026



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION PERMIT**

Issued To:

**Gogebic County Road Commission
200 N Moore Street
Courthouse Annex
Bessemer, Michigan 49911**

Permit No: WRP026963 v.1
Submission No.: HNV-SJ2S-JV8ZE
Site Name: 27-Lake Road at Montreal River
Issued: January 4, 2021
Revised:
Expires: January 4, 2026

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD), under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Part 301, Inland Lakes and Streams | <input type="checkbox"/> Part 323, Shorelands Protection and Management |
| <input checked="" type="checkbox"/> Part 303, Wetlands Protection | <input type="checkbox"/> Part 325, Great Lakes Submerged Lands |
| <input type="checkbox"/> Part 315, Dam Safety | <input type="checkbox"/> Part 353, Sand Dunes Protection and Management |
| <input checked="" type="checkbox"/> Part 31, Water Resources Protection (Floodplain Regulatory Authority) | |

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Remove the existing structure and install a 52 foot long by two foot diameter corrugated metal cross culvert out-letting to the Montreal River on Lake Road. Place a total of one cubic yard of rock riprap at the culvert ends impacting 32 square feet of wetland.

All work shall be performed according to the attached plans and permit conditions.

Waterbody Affected: Montreal River
Property Location: Gogebic County, Ironwood Township, Town/Range/Section 48N49W15

Authority granted by this permit is subject to the following limitations:

- Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.

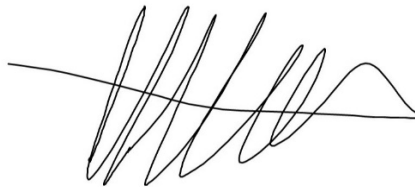
**EGLE-WRD
WRP026963 v1.0
Approved
Issued On:01/04/2021
Expires On:01/04/2026**

- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. Permittee shall notify EGLE within one week after the completion of the activity authorized by this permit by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of EGLE.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.

- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
1. Authority granted by this permit does not waive compliance requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA. Any discharge of sediment into waters of the state and/or off the road right-of-way is a violation of this permit, Part 91, and Part 31, Water Resources Protection, of the NREPA. A violation of these parts subjects the permittee to potential fines and penalties.
 2. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
 3. The permittee is responsible for acquiring all necessary easements or rights-of-way before commencing any work authorized by this permit. All construction operations relating to or part of this project shall be confined to the existing right-of-way limits or other acquired easements.
 4. Temporary soil erosion and sedimentation control measures shall be installed before or upon commencement of the earth change and shall be maintained daily. Temporary soil erosion and sedimentation control measures shall be maintained until permanent soil erosion and sedimentation control measures are in place and the area is stabilized. Permanent soil erosion and sedimentation control measures for all slopes, channels, ditches, or any disturbed area shall be installed within five (5) calendar days after final grading or the final earth change has been completed.
 5. All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.
 6. All raw earth within 100 feet of a lake, stream, or wetland that is not brought to final stabilization by the end of the active growing season shall be temporarily stabilized with mulch blankets in accordance with the following dates: September 20th for the Upper Peninsula, October 1st for the Lower Peninsula north of US-10, and October 10th for the Lower Peninsula south of US-10.
 7. This permit placard shall be kept posted at the work site, in a prominent location at all times for the duration of the project, or until permit expiration.

8. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning at the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.
9. All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed on upland (non-wetland, non-floodplain or non-bottomland), prepared for stabilization, revegetated and reseeded with native Michigan species appropriate to the site, and mulched in such a manner so as to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.
10. All fill/backfill shall consist of clean inert material that will not cause siltation nor contain soluble chemicals, organic matter, pollutants, or contaminants. All fill shall be contained in such a manner so as not to erode into any surface water, floodplain, or wetland. All raw areas associated with the permitted activity shall be stabilized with sod and/or seed and mulch, riprap, or other technically effective methods as necessary to prevent erosion.
11. During removal of the existing structure, every precaution shall be taken to prevent debris from entering any watercourse. Any debris reaching the watercourse during the removal of the structure shall be immediately retrieved from the water. All material shall be disposed of in an acceptable manner consistent with local, state, and federal regulations.
12. Prior to the removal of the existing structures, cofferdams of steel sheet piling, gravel bags, clean stone, coarse aggregate, concrete or other acceptable barriers shall be installed to isolate all construction activity from the water. The barriers shall be maintained in good working order throughout the duration of the project. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site.
13. All cofferdam and temporary steel sheet pile shall then be removed in its entirety, unless specifically shown to be left in place on the accepted plans. Cofferdam and sheet pile that is left in place shall be cut off at the elevation shown on the plans and shall be a minimum of one foot below the stream bottom.
14. The existing structure shall be kept open to pass the flow during removal of the existing road fill.
15. The placement of the new culvert and the initial placement of fill in the stream shall be done immediately after removal of the existing culvert. The placement shall be conducted in such a manner that all flow is immediately passed through the new culverts, allowing the major placement of fill to be done in the dry or in still water where erosion and sedimentation will be minimized. The fill material used in this initial placement shall be washed gravel, coarse aggregate, or rock and shall be placed at both ends of the culvert to a level above normal water level before backfill material is placed.
16. Road fill side slopes shall not be steeper than 1-on-2 (1 vertical to 2 horizontal) except where headwalls of reinforced concrete, mortar masonry, dry masonry, or other acceptable methods are used.
17. Road fill side slopes terminating in the stream and any raw streambanks resulting from the construction shall be stabilized with temporary measures in accordance with appropriate Best Management Practices based on site conditions, and if necessary, may be riprapped extending above the ordinary high water mark, before or upon commencement of the permitted activity. Temporary stabilization measures shall be maintained until permanent measures are in place.

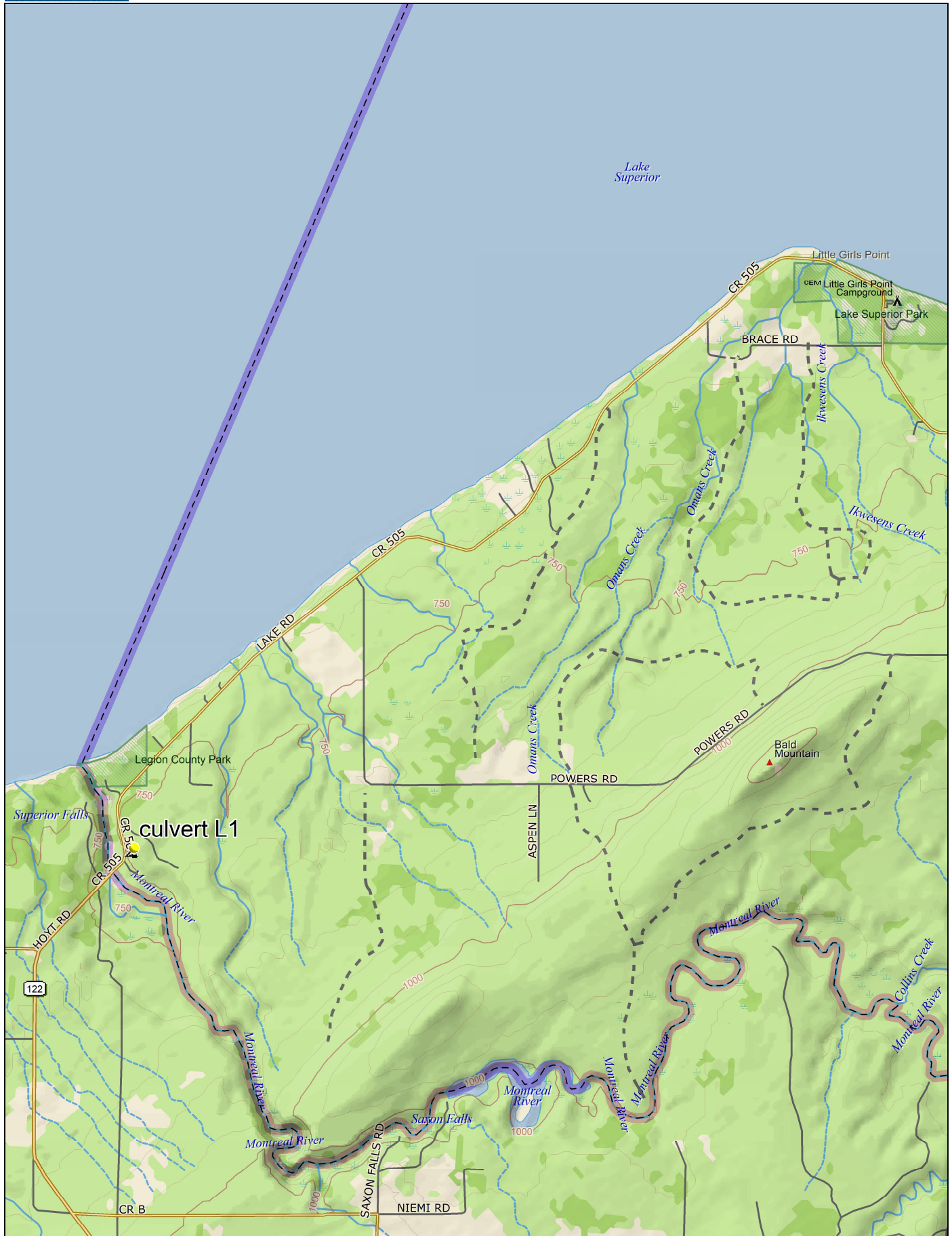
18. All other road fill slopes, ditches, and other raw areas draining directly to the stream may be protected with riprap, sod and/or seed and mulch as may be necessary to provide effective erosion protection. The placement of riprap shall be limited to the minimum necessary to ensure proper stabilization of the side slopes and fill in the immediate vicinity of the structure.
19. If the project, or any portion of the project, is stopped and lies incomplete for any length of time other than that encountered in a normal work week, every precaution shall be taken to protect the incomplete work from erosion, including the placement of temporary gravel bag riprap, temporary seed and mulch, or other acceptable temporary protection.
20. No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.
21. Rock riprap shall be placed so that it does not narrow up the stream or interfere with flows in and out of the culvert.
22. The 100-year floodplain elevation of the Montreal River at the project site is 749.0 ft. NGVD 29. All materials remaining upon completion of the project shall be relocated to outside of the floodplain.
23. Areas to be protected by riprap shall be cleared of brush and debris. All grades shall be shaped and compacted to the required cross section. Geotextile liner shall be placed on the prepared grades. The riprap installation shall not damage the geotextile liner.
24. Any alterations to the existing road grade elevations other than that shown on the plans will require prior approval from the WRD.



Issued By:

John Gustafson
Marquette District Office
Water Resources Division
906-203-9887

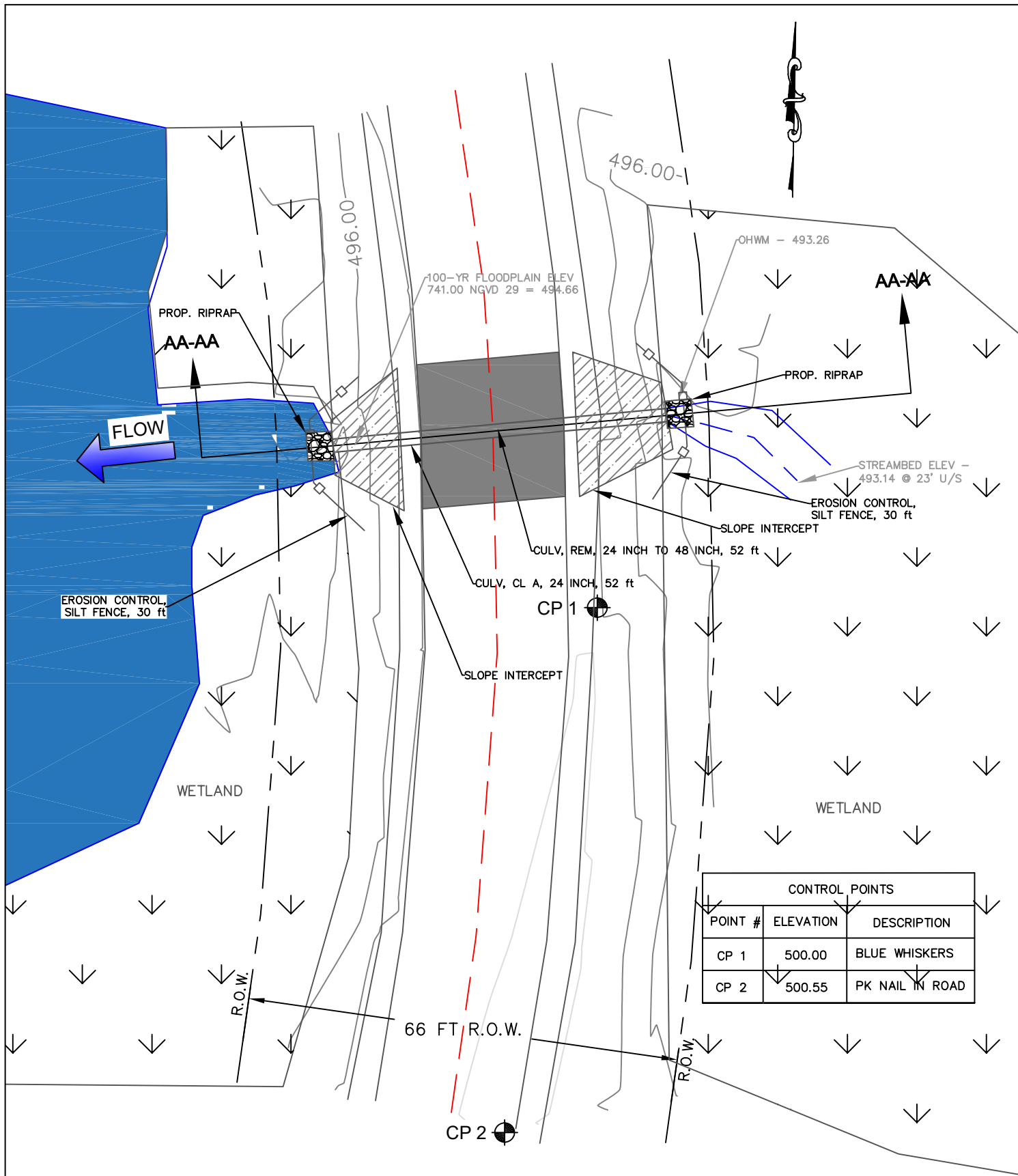
cc: Ironwood Township Clerk
Gogebic County CEA



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 www.delorme.com



Scale 1 : 46,875
 0 1/4 1/2 1 1 1/2 2 km
 1" = 3,906.3 ft Data Zoom 12-1
EGLE-WRD
WRP026963 v1.0
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Issued On:01/04/2021
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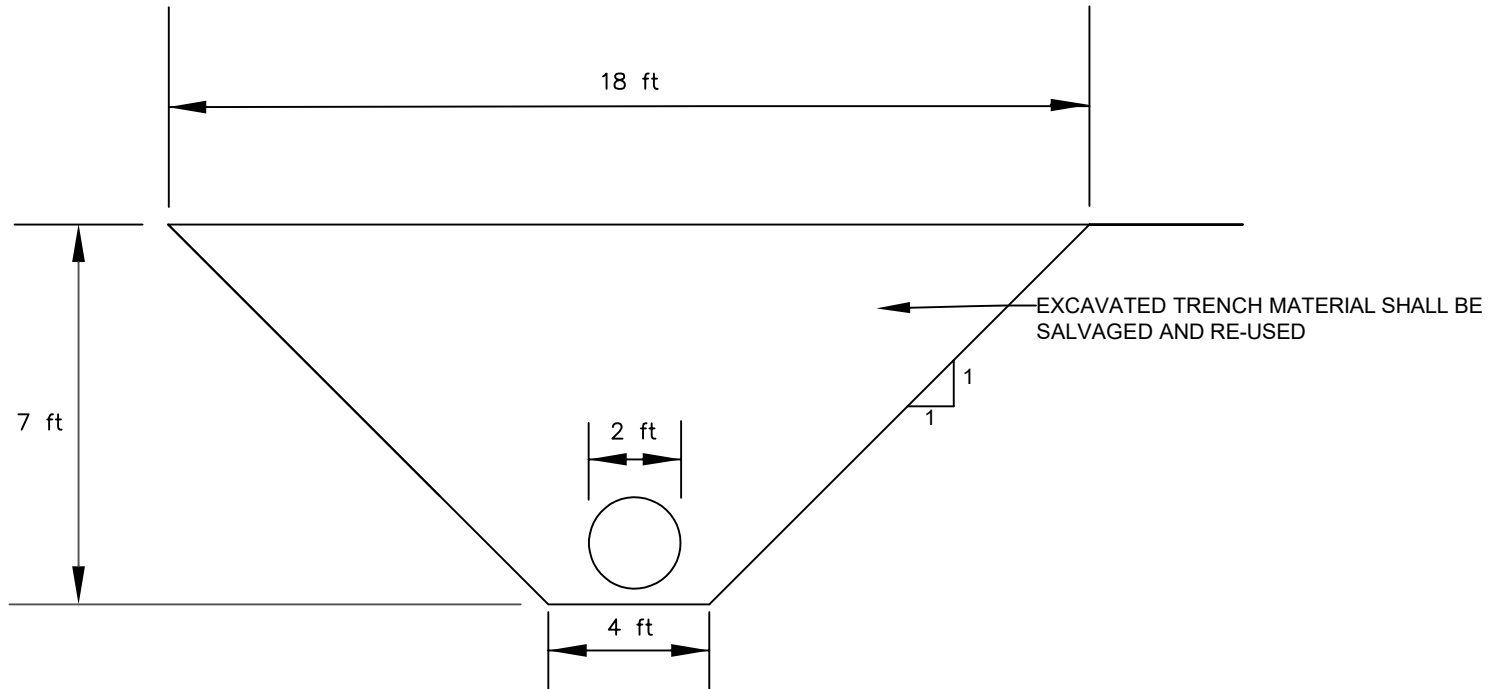


CONTROL POINTS		
POINT #	ELEVATION	DESCRIPTION
CP 1	500.00	BLUE WHISKERS
CP 2	500.55	PK NAIL IN ROAD

SCALE: 1" = 20'	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT: LAKE ROAD CULVERT L1	SHEET TITLE: PLAN VIEW	SHEET 1 OF 4
DRAWN BY: MDM		TOWNSHIP: IRONWOOD		
DATE: 12-11-2020				
PROJECT NO.: NONE				

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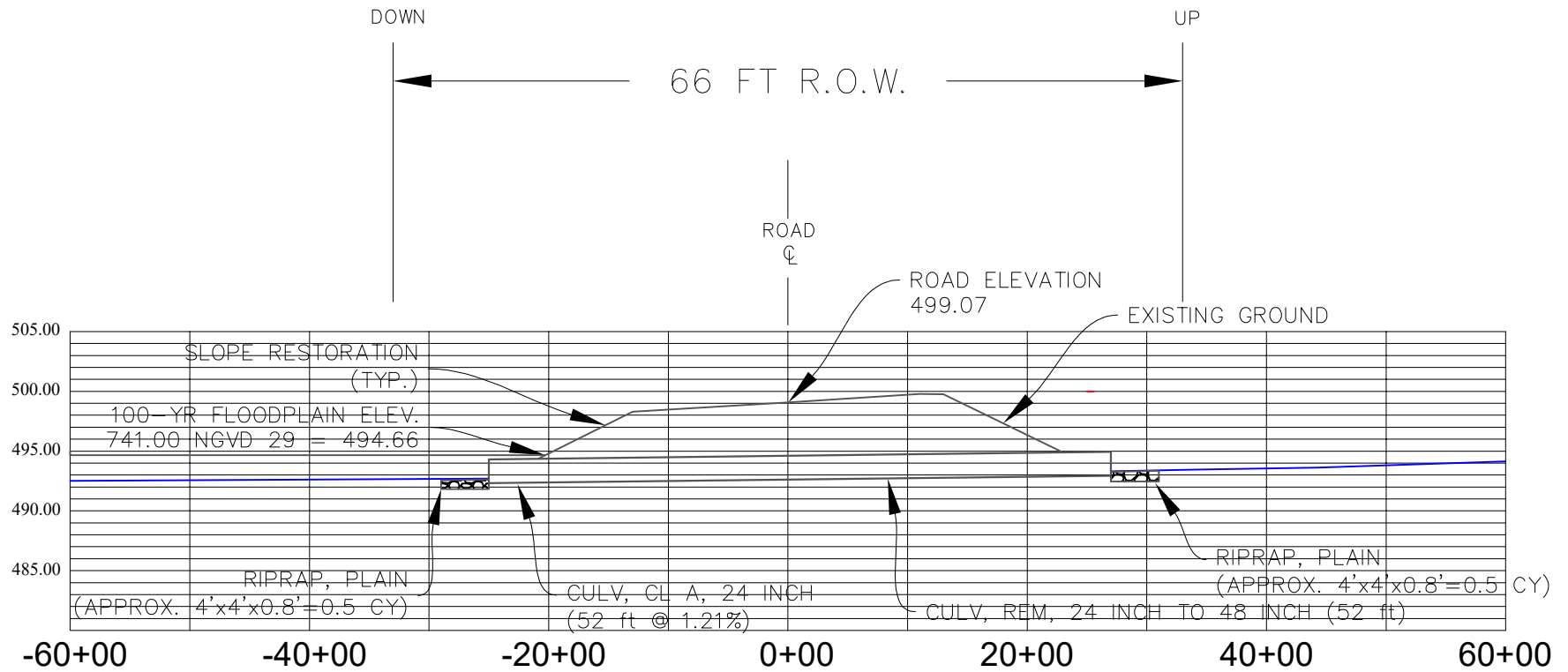
TYPICAL TRENCH DETAIL



SCALE: N/A	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT: LAKE ROAD CULVERT L1	SHEET TITLE: TRENCH DETAIL	SHEET
DRAWN BY: MDM		TOWNSHIP: IRONWOOD		2
DATE: 12-11-2020				WRP026963 v1.0
PROJECT NO.: NONE				OF 4

Approved

Issued On: 01/04/2021
Expires On: 01/04/2026



EXISTING DOWNSTREAM
 INVERT ELEVATION: 492.31
 PROPOSED DOWNSTREAM
 INVERT ELEVATION: 492.31
 PIPE ALIGNMENT: NO CHANGE

EXISTING UPSTREAM
 INVERT ELEVATION: 492.94
 PROPOSED UPSTREAM
 INVERT ELEVATION: 492.94

SECTION AA-AA

SCALE:	N/A
DRAWN BY:	MDM
DATE:	12-11-2020
PROJECT NO.:	NONE

GOGEBIC COUNTY ROAD COMMISSION
 200 N. MOORE ST.
 COURTHOUSE ANNEX
 BESSEMER, MI 49911

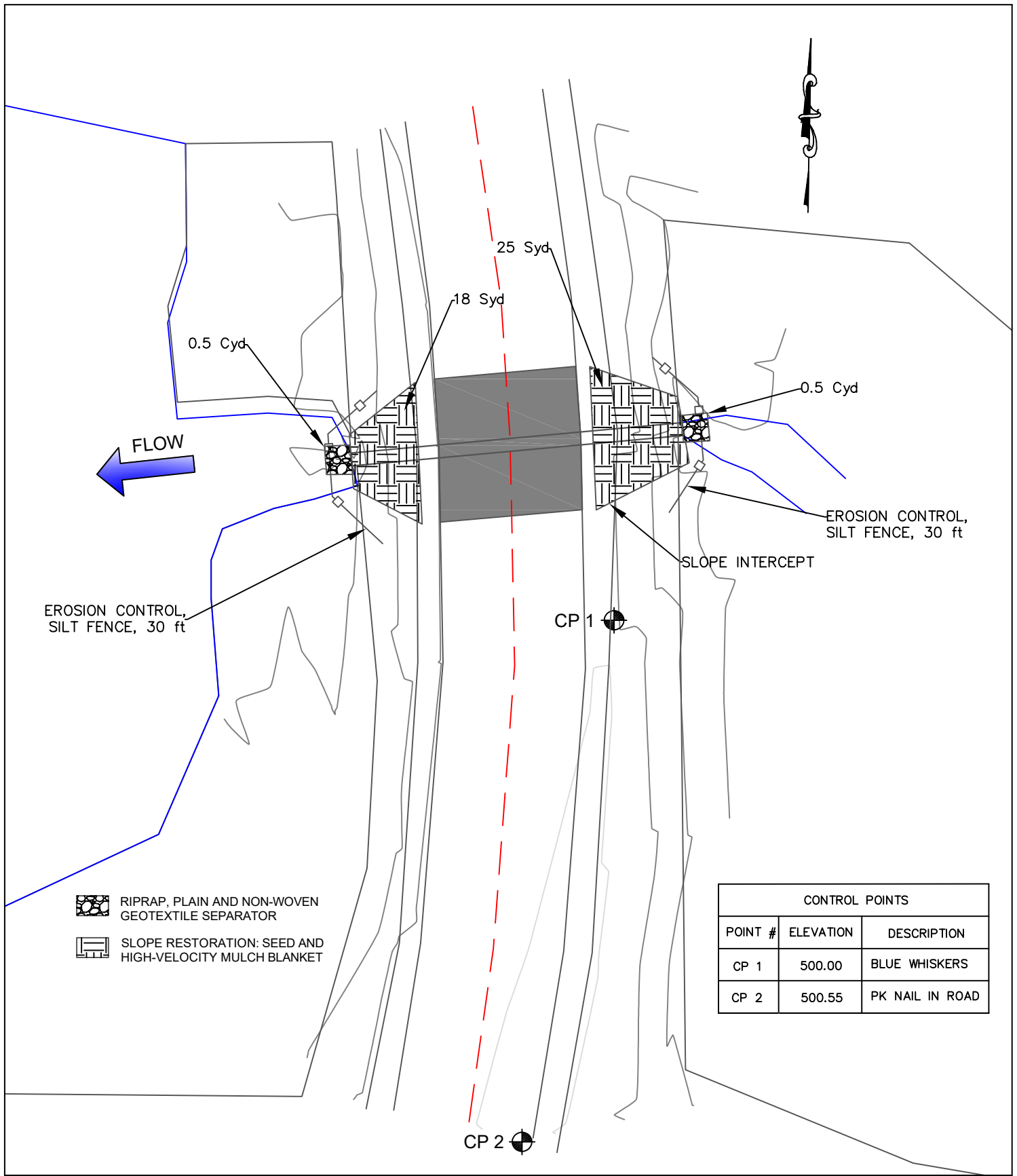
PROJECT:	LAKE ROAD CULVERT L1
TOWNSHIP:	IRONWOOD

SHEET TITLE:
 CROSS SECTION AA-AA

SHEET

EGL3WRD
 WRP026963 v1.0
 OF 4
 Approved

Issued On:01/04/2021
 Expires On:01/04/2026



EROSION CONTROL,
SILT FENCE, 30 ft

0.5 Cyd

18 Syd

25 Syd



0.5 Cyd

EROSION CONTROL,
SILT FENCE, 30 ft

SLOPE INTERCEPT

CP 1

CP 2

-  RIPRAP, PLAIN AND NON-WOVEN GEOTEXTILE SEPARATOR
-  SLOPE RESTORATION: SEED AND HIGH-VELOCITY MULCH BLANKET

CONTROL POINTS		
POINT #	ELEVATION	DESCRIPTION
CP 1	500.00	BLUE WHISKERS
CP 2	500.55	PK NAIL IN ROAD

SCALE: 1" = 20'	GOGEBIC COUNTY ROAD COMMISSION 200 N. MOORE ST. COURTHOUSE ANNEX BESSEMER, MI 49911	PROJECT: LAKE ROAD CULVERT L1	SHEET TITLE: RESTORATION PLAN	SHEET 4 OF 4
DRAWN BY: MDM		TOWNSHIP: IRONWOOD		
DATE: 12-11-2020				
PROJECT NO.: NONE				

EGLE-WRD
WRP026963 v1.0
 Approved
 Issued On:01/04/2021
 Expires On:01/04/2026

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between _____ (Owner) and
_____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **2021 Countywide Culvert Installation Services.**
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **in Ironwood and Bessemer Townships; Gogebic County.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
1. This Contract.
 2. Performance bond.
 3. Payment bond.
 4. ~~Specifications listed in the Table of Contents.~~
 5. Drawings as listed on the Drawing Sheet Index.
 6. Addenda.
 7. Exhibits to this Contract (enumerated as follows):
 - a. '2021 Countywide Culvert Installation Services BID'
 - b. Typical Drawings
 - c. EGLE Culvert Permits
 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Gogebic County Road Commission**.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **October 31, 2021** and completed and ready for final payment on or before **October 31, 2021**.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$600** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to

an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Per attached bid					
Total of all extended prices for Estimated Quantities of Work					\$

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to

the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>2,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>2,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>2,000,000</u>

b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

c. Automobile Liability herein:

Bodily Injury:	
Each Accident	\$ <u>1,000,000</u>
Property Damage:	
Each Accident	\$ <u>500,000</u>

d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or

renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate

of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such

suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: Gogebic County Road Commission</p> <p>Mailing address (<i>principal place of business</i>): 200 N Moore Street Courthouse Annex Bessemer, MI 49911</p>	<p>Contract</p> <p>Description (<i>name and location</i>): 2021 Countywide Culvert Installation Services Gogebic County, Michigan</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 18. Modifications to this Bond are as follows: **None**

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: Gogebic County Road Commission</p> <p>Mailing address <i>(principal place of business)</i>: 200 N Moore Street Courthouse Annex Bessemer, MI 49911</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: 2021 Countywide Culvert Installation Services Gogebic County, Michigan</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**