

Gogebic County

Board of County Road Commissioners

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ADDENDUM NO. 1

April 6, 2026

TO ALL PROSPECTIVE BIDDERS:

Since the issuance of the Bid Documents, information has been disclosed which requires the following clarifications or modifications be made to the Bid Documents as described in this Addendum No. 2 for the 2026 Countywide Culvert Installation Services Bid:

1. Bid form updated to change the Section 12 Road at Siemen's Creek bid items for earthwork (excavation and embankment) to be paid for by 1 Lsum.

The information contained in this Addenda will replace the first ten (10) pages of the original bid package. Including the description of work and bid form. No changes to the rest of the original bid package.

The Bidder shall acknowledge the receipt of Addendum No. 2 on their Bid Form.

**GOGEBIC COUNTY ROAD COMMISSION
2026 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 **2026 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 existing culverts with concrete box culverts on Barber Road (Bessemer Township) and Section 12 Road (Ironwood Township). Contractor shall provide all necessary labor, equipment and materials (except as listed in General Information) to install culverts in accordance with the MDOT "2020" Standard Specifications for Construction (Standard Specifications), except as modified herein.

2. GENERAL INFORMATION

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. Barber Road at Sellwood Creek, Bessemer Township
 - a. Riprap, Heavy and Riprap, Plain – stockpiled by GCRC for project
 - b. Embankment, CIP, Modified (shaker rock) - stockpiled by GCRC for project

3. DESCRIPTION OF WORK

A) Barber Road at Sellwood Creek per MDOT 2020 Standard Specifications for Construction except as modified herein

Embankment, CIP, Modified

This pay item shall cover the standard item Embankment, CIP as noted on the plans and per Section 205 of the Standard Specifications, except as modified herein. Embankment material shall be shaker rock supplied by GCRC to the jobsite. The work shall consist of constructing Embankment and compacting in place in 12 inch layers to at least 95% of its maximum unit weight as described in the Standard Specifications and per the Detail Drawings. Match existing roadway foreslopes.

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

Excavation, Earth, Modified

This pay item shall cover the standard item Excavation, Earth as noted on the plans and per Section 205 of the Standard Specifications, except as modified herein. Contractor shall remove excavated material from roadway and trench to remove the two existing culverts and install the new box culvert per plans. Material shall be disposed of off-site. Dispose of materials not incorporated into the new work in accordance with subsection 205.03.P. of the MDOT Standard Specifications for Construction.

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

HMA Millings, 8 Inch

Work shall consist of placing HMA Millings as shown on plans at compacted depth of at least 8 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. 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. Pay limits: 80' x 27.5' average width = 244 SY.

Geotextile, Separator

See Section 308 of the Standard Specifications, except as modified herein. Install below and along the sides of the Culv Bedding, Box Culv material.

Pay limits: 14' x 56' = 88 SY.

Geotextile, Stabilization

See Section 308 of the Standard Specifications, except as modified herein. Install between the Embankment and Subbase layer.

Pay limits: 32.67' x 80' = 290 SY.

Culv Bedding, Box Culv

See Section 406 of the Standard Specifications, except as modified herein. 12 inch total thickness shall consist of 9 inches of 6A, 46G, or GCRC approved equal as the base stone layer. The top 3 inches shall be 34G, 34R, 26A aggregate, or GCRC approved equal shall be placed on top of the base stone layer.

Pay limits: 12' x 56' x 1' = 25 CY.

Culv, Precast Conc Box, 8 foot by 4 foot, Modified

This pay item shall cover the standard item Culv, Precast, Conc Box, 8 foot by 4 foot per Section 406 of the Standard Specifications, except as modified herein. See the requirements of 'Notice to Bidders: Precast Concrete Box Culvert Approved Manufacturer Waiver;' 'Special Provision for Culv, Precast Conc Box, ___ foot by ___ foot;' 'Special Provision for Box Culvert Joint Tie Assemblies;' 'Special Provision for Revisions to Precast Three-Sided, Arch, And Box Culverts;' and 'Standard Plan for Box Culvert Joint Tie Assemblies.'

Bypass Pumping

See 'Special Provision for Construction Dam and Bypass Pumping.'

Construction Dam

See 'Special Provision for Construction Dam and Bypass Pumping.'

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.

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 install the following traffic control devices at a minimum to close Barber Road CIA to through traffic:

- At Barber Road and Hill Ave intersection
 - Two Type III Barricades
 - R11-3a: Road Closed 0.2 Mile Ahead - Local Traffic Only (60" x 30")
- At each side of CIA
 - Two Type III Barricades
 - R11-2 Road Closed (48" x 30")
- At Barber Road and Harding Road intersection
 - Two Type III Barricades
 - R11-3a: Road Closed 0.7 Mile Ahead - Local Traffic Only (60" x 30")

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

- Memorial Day: 3:00 pm, Friday 5/22/26 through 6:00 am, Tuesday 5/26/26
- Independence Day: 3:00 pm, Thursday 7/2/26 through 6:00 am, Monday 7/6/26
- Labor Day: 3:00 pm, Friday, 9/4/26 through 6:00 am, Tuesday 9/8/26

Contractor is responsible for the safety of the construction sites. 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.

Riprap, Heavy, Modified

See Section 813 of the Standard Specifications, except as modified herein. Riprap material will be delivered to the Project Site by GCRC. Contractor is responsible for the applicable geofabric, loading and hauling the riprap to the culvert, and the installation work.

Riprap, Plain, Modified

See Section 813 of the Standard Specifications, except as modified herein. Riprap material will be delivered to the Project Site by GCRC. Contractor is responsible for the applicable geofabric, loading and hauling the riprap to the culvert, and the installation work.

Slope Restoration

The work shall consist of restoring areas disturbed by the Contractor outside of the Riprap restoration areas with topsoil (furnished or salvaged), fertilizer, seed and mulch per Section 816 of the Standard Specifications.

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

B) Section 12 Road at Siemens Creek per MDOT 2020 Standard Specifications for Construction except as modified herein

Clearing

See Section 201 of the Standard Specifications. Clearing is needed to construct the temporary bypass lane and temporary bridge.

Embankment, CIP, Modified

This pay item shall cover the Embankment, CIP as noted on the plans and per Section 205 of the Standard Specifications, except as modified herein. See Section 205 of the Standard Specifications. Embankment for the culvert trench shall be native material from the trench that meets the MDOT definition of Sound Earth with a moisture content no greater than 3% above optimum at the time of compaction. The work shall consist of constructing Embankment and compacting in place in 12 inch layers to at least 95% of its maximum unit weight as described in the Standard Specifications. Match existing roadway foreslopes.

It is estimated that 260 CY of compacted in place embankment fill will be needed for the construction of the temporary bypass road per plans. Fill for the temporary bypass road, import material shall meet the MDOT definition of Sound Earth with a moisture content no greater than 3% above optimum at the time of compaction. Fill material may contain some cobbles and small boulders, but nothing greater than 18 inches.

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

Excavation, Earth, Modified

This pay item shall cover the Excavation, Earth as noted on the plans and per Section 205 of the Standard Specifications, except as modified herein. See Section 205 of the Standard Specifications. Contractor shall remove material from roadway and trench to safely remove culvert and install the new culvert per plans.

Also included in this item of work shall be the removal of the temporary fill and gravel required for the bypass road. Dispose of materials not incorporated into the new work in accordance with subsection 205.03.P. of the MDOT Standard Specifications for Construction.

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

Aggregate Surface Course, 12 Inch

See Section 306 of the Standard Specifications, except as modified herein. This item is for the temporary bypass road driving surface.

Pay Limits: 16' x 191' = 340 SY.

Geotextile, Separator

See Section 308 of the Standard Specifications, except as modified herein. Install below and along the sides of the Culv Bedding, Box Culv material. Also beneath the temporary road fill.

Pay limits: 24' x 44' = 118 SY for underneath and alongside culvert bedding stone
425 SY for between the temporary road fill and existing ground

Geotextile, Stabilization

See Section 308 of the Standard Specifications, except as modified herein. Install between the Embankment and Subbase layer.

Pay limits: 34' x 48' = 182 SY.

Culv Bedding, Box Culv

See Section 406 of the Standard Specifications, except as modified herein. 12 inch total thickness shall consist of 9 inches of 6A, 46G, or GCRC approved equal as the base stone layer. The top 3 inches shall be 34G, 34R, 26A aggregate, or GCRC approved equal shall be placed on top of the base stone layer.

Pay limits: 20' x 44' x 2' = 66 CY.

Culv. Precast Conc Box, 16 foot by 6 foot, Modified

This pay item shall cover the standard item Culv, Precast, Conc Box, 16 foot by 6 foot per Section 406 of the Standard Specifications, except as modified herein. See the requirements of 'Notice to Bidders: Precast Concrete Box Culvert Approved Manufacturer Waiver;' 'Special Provision for Culv, Precast Conc Box, ___ foot by ___ foot;' 'Special Provision for Box Culvert Joint Tie Assemblies;' 'Special Provision for Revisions to Precast Three-Sided, Arch, And Box Culverts;' and 'Standard Plan for Box Culvert Joint Tie Assemblies.'

HMA, 4EL

The work shall consist of HMA, 4EL as shown in the typical sections and per the 2020 MDOT Standard Specifications. The work shall begin at Station 0+00 and run the entire length of the project. The work shall be completed in accordance with section 501 of the Standard Specifications for Construction. Refer to Special provision for Local Paving Project as attached.

1. Performance Grade Asphalt shall be PG 58-28
2. Air Voids per MDOT Special Provision for Local Agency Projects 20SP-501I-01.

Bypass Pumping

See 'Special Provision for Construction Dam and Bypass Pumping.'

Construction Dam

See 'Special Provision for Construction Dam and Bypass Pumping.'

Structures, Temp (Section 12 Rd Bypass)

See Section 714 of the Standard Specifications for Construction, except as modified herein.

The temporary bridge design shall accommodate light vehicular traffic (AASHTO H-10 Loading). 16 foot clear width between temporary abutment walls is necessary per the EGLE permit to span the existing creek.

Timber mats are shown as the temporary bridge deck on the drawings. However, it may be constructed of other materials per subsection 714.03.B. per the Contractor's stamped design.

The temporary bypass bridge and all associated fill shall be installed for no more than 14 days total before it has been completely removed.

Structures, Temp, Rem (Section 12 Rd Bypass)

See Section 714 of the Standard Specifications for Construction, except as modified herein.

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.

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 provide signage (as listed below), flaggers and/or barrels to convert Section 12 Road into a 1 lane road during construction and removal of temporary bypass lane and structure.

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 install the following traffic control devices at a minimum to turn Section 12 Road into a 1 lane road within the CIA and for the temporary bypass road usage:

- At Section 12 Road and Sunset Road intersection
 - One Type III Barricades
 - W20-4: One Lane Road sign (36" x 36")
 - R12-1: Weight Limit 10 Tons (24" x 30")
- At each side of CIA
 - Two Type III Barricades

- R11-2 Road Closed (48" x 30")
- W1-2A(L): Horizontal Curve sign to left with 10 MPH speed (36" x 36") for northbound traffic
- W1-2A(R): Horizontal Curve sign to right with 10 MPH speed (36" x 36") for southbound traffic
- ~1/4 mile north of CIA
 - One Type III Barricades
 - W20-4: One Lane Road sign (36" x 36")
 - R12-1: Weight Limit 10 Tons (24" x 30")
- At temporary bridge and to delineate the one lane roadway area:
 - 20 each: Channeling Device, 42 inch, Fluorescent, Furn and Oper

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

- Memorial Day: 3:00 pm, Friday 5/22/26 through 6:00 am, Tuesday 5/26/26
- Independence Day: 3:00 pm, Thursday 7/2/26 through 6:00 am, Monday 7/6/26
- Labor Day: 3:00 pm, Friday, 9/4/26 through 6:00 am, Tuesday 9/8/26

Contractor is responsible for the safety of the construction sites. 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.

Riprap, Heavy

See Section 813 of the Standard Specifications.

Slope Restoration

The work shall consist of restoring areas disturbed by the Contractor outside of the Riprap restoration areas with topsoil (furnished or salvaged), fertilizer, seed and mulch per Section 816 of the Standard Specifications.

715 SY of Slope Restoration Type C is shown on the plans for an estimated restoration area.

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 commence 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 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. **Final completion: on or before 9/25/2026**

Liquidated damages will be assessed at a rate of \$800 per Calendar Day if the above detailed milestones are not met.

5. Geotechnical Investigation Information

One Boring Log for the Section 12 Road project is included in the proposal. Contractor to use this information at their own risk.

6. 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.

7. PRE-BID MEETING

There will be a mandatory pre-bid meeting at 10:00 am CST on Wednesday, April 1, 2026. Prospective bidders may attend the meeting remotely via Microsoft Teams or in-person at the GCRC Office in Bessemer, Michigan. Contact Phil Strong for a Microsoft Teams invite.

8. BID DEADLINE

Sealed bids for the **2026 Countywide Culvert Installation Services** will be received by the Gogebic County Road Commission, Courthouse Annex, Bessemer, MI 49911 until **10:00 A.M., central time on Wednesday, April 8, 2026**. 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. Successful bidder shall execute the 'Contract for Construction of a Small Project' and its associated requirements.

A) Barber Road at Sellwood Creek (Bessemer Township)

Item Description	Quantity	Unit	Unit Price	Bid Amount
Mobilization	1	Lsum		
Culv, Rem, 24 inch to 48 inch	1	Ea		
Culv, Rem, Over 48 inch	1	Ea		
Embankment, CIP, Modified	1	Lsum		
Excavation, Earth, Modified	1	Lsum		
Subbase, CIP	93	Cyd		
HMA Millings, 8 Inch	244	Syd		
Geotextile, Separator	88	Syd		
Geotextile, Stabilization	302	Syd		
Culv Bedding, Box Culv	25	Cyd		
Culv, Precast Conc Box, 8 foot by 4 foot, Modified	52	Ft		
HMA Surface, Rem	196	Syd		
Bypass Pumping	1	Ea		
Construction Dam	1	Ea		
Erosion Control	1	Lsum		
Traffic Control	1	Lsum		
Riprap, Heavy	110	Syd		
Riprap, Plain	220	Syd		
Slope Restoration	1	Lsum		
A) TOTAL BID (Barber Road at Sellwood Creek)				

B) Section 12 Road at Siemens Creek (Ironwood Township)

Item Description	Quantity	Unit	Unit Price	Bid Amount
Mobilization	1	LSUM		
Clearing	0.15	Acre		
Culv, Rem, Over 48 inch	1	Ea		
Guardrail, Rem	80	Ft		
Embankment, CIP, Modified	1	LSUM		
Excavation, Earth, Modified	1	LSUM		
Subbase, CIP	57	Cyd		
Aggregate Base, 9 inch	150	Syd		
Aggregate Surface Cse, 12 inch	340	Syd		
Shld, Cl II, 3 inch	22	Syd		
Geotextile, Separator	543	Syd		
Geotextile, Stabilization	182	Syd		
Culv Bedding, Box Culv	66	Cyd		
Culv, Precast Conc Box, 16 foot by 6 foot, Modified	40	Ft		
HMA Surface, Rem	102	Syd		
HMA, 4EL	20	Ton		
Construction Dam	1	Ea		
Bypass Pumping	1	Ea		
Structures, Temp (Section 12 Rd Bypass)	1	LSUM		
Structures, Temp, Rem (Section 12 Rd Bypass)	1	LSUM		
Erosion Control	1	LSUM		
Traffic Control	1	LSUM		
Riprap, Heavy	140	Syd		
Slope Restoration	1	LSUM		
B) TOTAL BID (Section 12 Rd at Siemens Creek)				

TOTAL BID ITEMS A - B
(Basis of Award)

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____.

(SEAL)

Signature

Typed name

Title

Attest _____

Bidder Address:

Bidder Phone Number: _____

Bids will be received until **10:00 a.m. (CST) on Wednesday, April 8, 2026**. 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.



NOTICE OF AUTHORIZATION

Permit Number: WRP048167 v.1
Site Name: 27 - Barber Rd at Sellwood Creek

Date Issued: March 3, 2026
Expiration Date: March 3, 2031

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.

Authorized Activity:

Remove the existing culverts and install a 52-foot long by 8-foot span by 4-foot rise concrete box culvert with wingwalls at the Barber Road crossing of Sellwood Creek. Excavate and backfill a total of 151 cubic yards of material including riprap below the Ordinary High-Water Mark (OHWM) of the creek to complete the replacement and realign the downstream channel. Approximately 0.03 acres of wetland will be impacted by the culvert replacement and alignment.

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

Waterbody: Sellwood Creek

To be conducted at property located in: Gogebic County, Bessemer Township
Town 47N, Range 46W, Section 21

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

John Gustafson
Transportation Review Unit
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
WRP048167 v1.0
Approved
Issued On:03/03/2026
Expires On:03/03/2031



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

Issued To:

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

**Permit No: WRP048167 v.1
Submission No.: HQJ-R9DA-PJ0NR
Site Name: 27 - Barber Rd at Sellwood Creek
Issued: March 3, 2026
Revised:
Expires: March 3, 2031**

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, 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 type="checkbox"/> Part 31, Water Resources Protection (Floodplain Regulatory Authority) | |

EGLE certifies that the activities authorized under this permit are in compliance with the State Coastal Zone Management Program and certifies without conditions under the Federal Clean Water Act, Section 401 that the discharge from the activities authorized under this permit will comply with Michigan's water quality requirements in Part 31, Water Resources Protection, of the NREPA and associated administrative rules, where applicable.

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

Authorized Activity:

Remove the existing culverts and install a 52-foot long by 8-foot span by 4-foot rise concrete box culvert with wingwalls at the Barber Road crossing of Sellwood Creek. Excavate and backfill a total of 151 cubic yards of material including riprap below the Ordinary High-Water Mark (OHWM) of the creek to complete the replacement and realign the downstream channel. Approximately 0.03 acres of wetland will be impacted by the culvert replacement and alignment.

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

**EGLE
WRP048167 v1.0
Approved
Issued On:03/03/2026
Expires On:03/03/2031**

Waterbody Affected: Sellwood Creek

Property Location: Gogebic County, Bessemer Township, Town 47N, Range 46W, Section 21

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

- A. 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.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
- 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 (1) 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 20 for the Upper Peninsula, October 1 for the Lower Peninsula north of US-10, and October 10 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 the EGLE, will be for a five (5) 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. No instream work authorized by this permit is allowed from October 1 to May 15 due to critical spawning and migration periods.
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. 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.

12. 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.
13. 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.
14. All cofferdam and temporary steel sheet pile shall then be removed in its entirety, unless specifically shown to be left in plan 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 (1) foot below the stream bottom.
15. The existing structure shall be kept open to pass the stream flow during removal of the existing road fill.
16. 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.
17. 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.
18. Road fill side slopes shall not be steeper than 1-on-2 (one [1] vertical to two [2] horizontal) except where headwalls of reinforced concrete, mortar masonry, dry masonry, or other acceptable methods are used.
19. 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.
20. 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.
21. 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.
22. No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.

- 23. 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.
- 24. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. Sedimentation barrier shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site. The sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.

Issued By: 

 John Gustafson
 Transportation Review Unit
 Water Resources Division
 906-203-9887

THIS PERMIT MUST BE SIGNED BY THE PERMITTEE TO BE VALID.

I hereby assure that I have read, am familiar with, and agree to adhere to the terms and conditions of this permit.

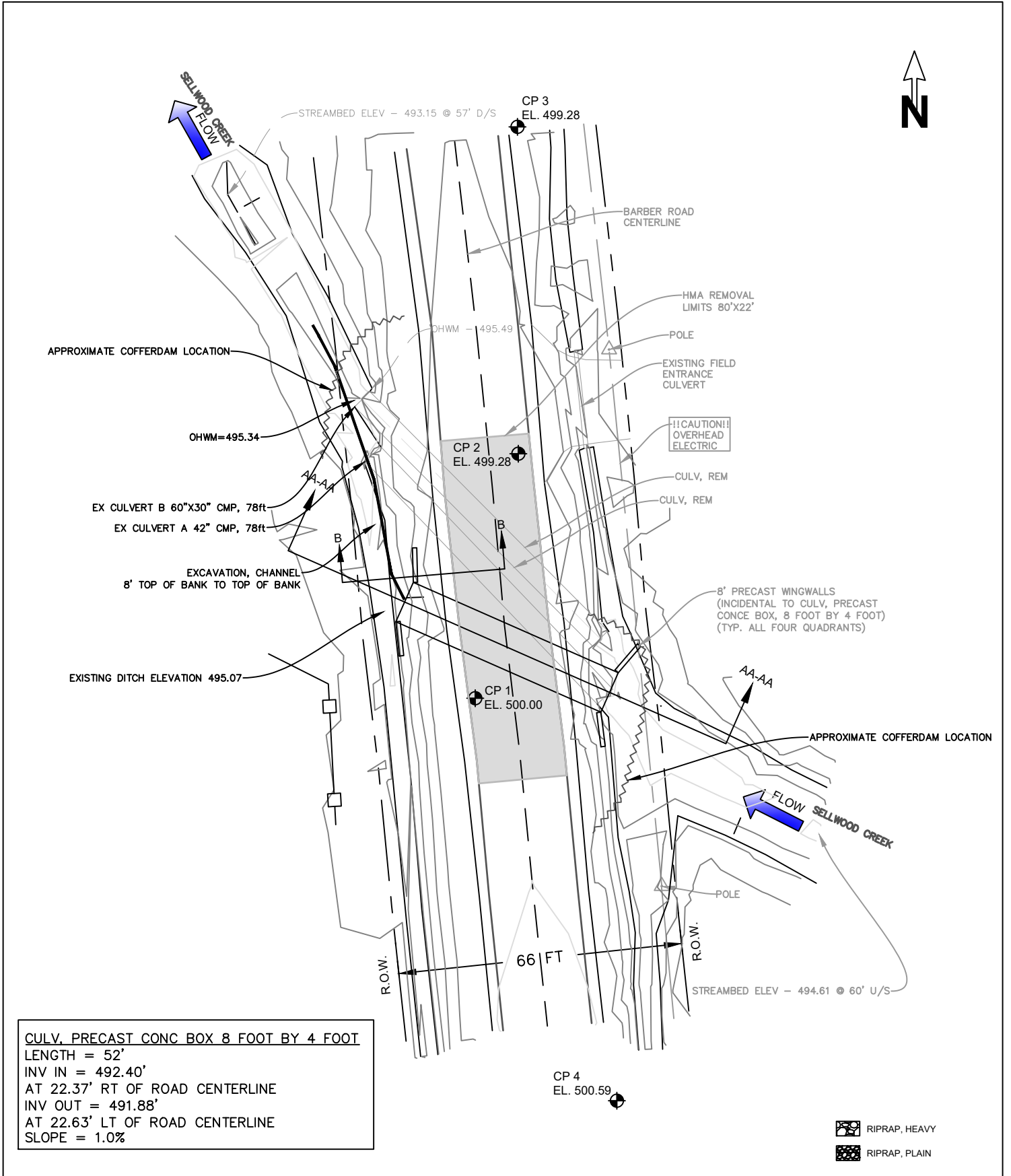
APPROVED
By Phil Strong, P.E. at 1:59 pm, Mar 03, 2026

 Permittee Signature Date


cc: Bessemer Township Clerk
Gogebic County CEA



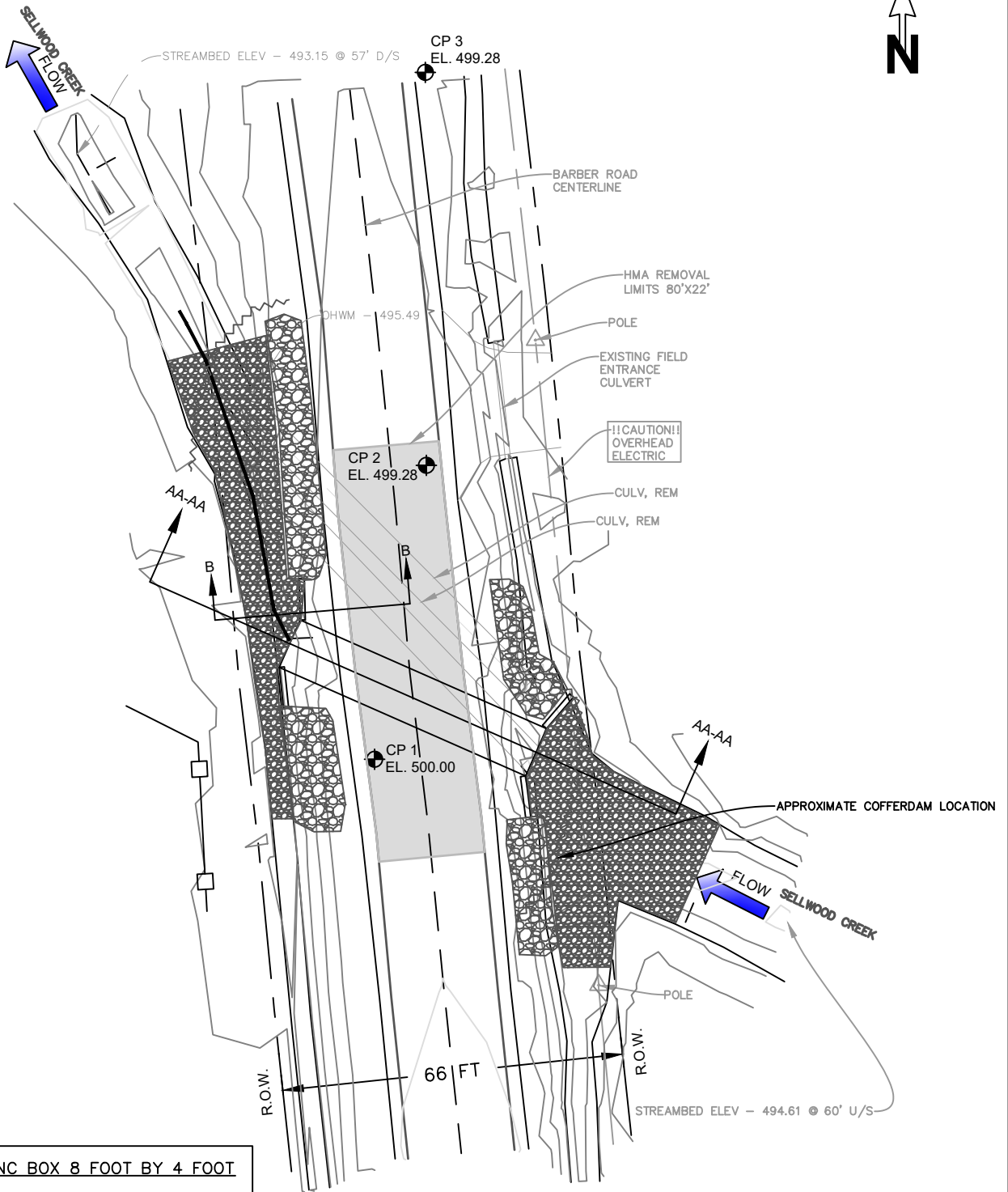
DRAWN BY: AMM	BARBER ROAD CULVERT - SELLWOOD CREEK GOGEBIC COUNTY ROAD COMMISSION	STATE PROJECT NO.	STATE JOB NO.	SHEET NO. 1 OF 8
SCALE: NONE		.	.	





CULV. PRECAST CONC BOX 8 FOOT BY 4 FOOT
 LENGTH = 52'
 INV IN = 492.40'
 AT 22.37' RT OF ROAD CENTERLINE
 INV OUT = 491.88'
 AT 22.63' LT OF ROAD CENTERLINE
 SLOPE = 1.0%

-  RIPRAP, HEAVY
-  RIPRAP, PLAIN

DRAWN BY: AMM	BARBER ROAD CULVERT - SELLWOOD CREEK	STATE PROJECT NO.	STATE JOB NO.	SHEET NO.
SCALE: 1"=30'	GOGEBIC COUNTY ROAD COMMISSION	.	.	2 OF 8

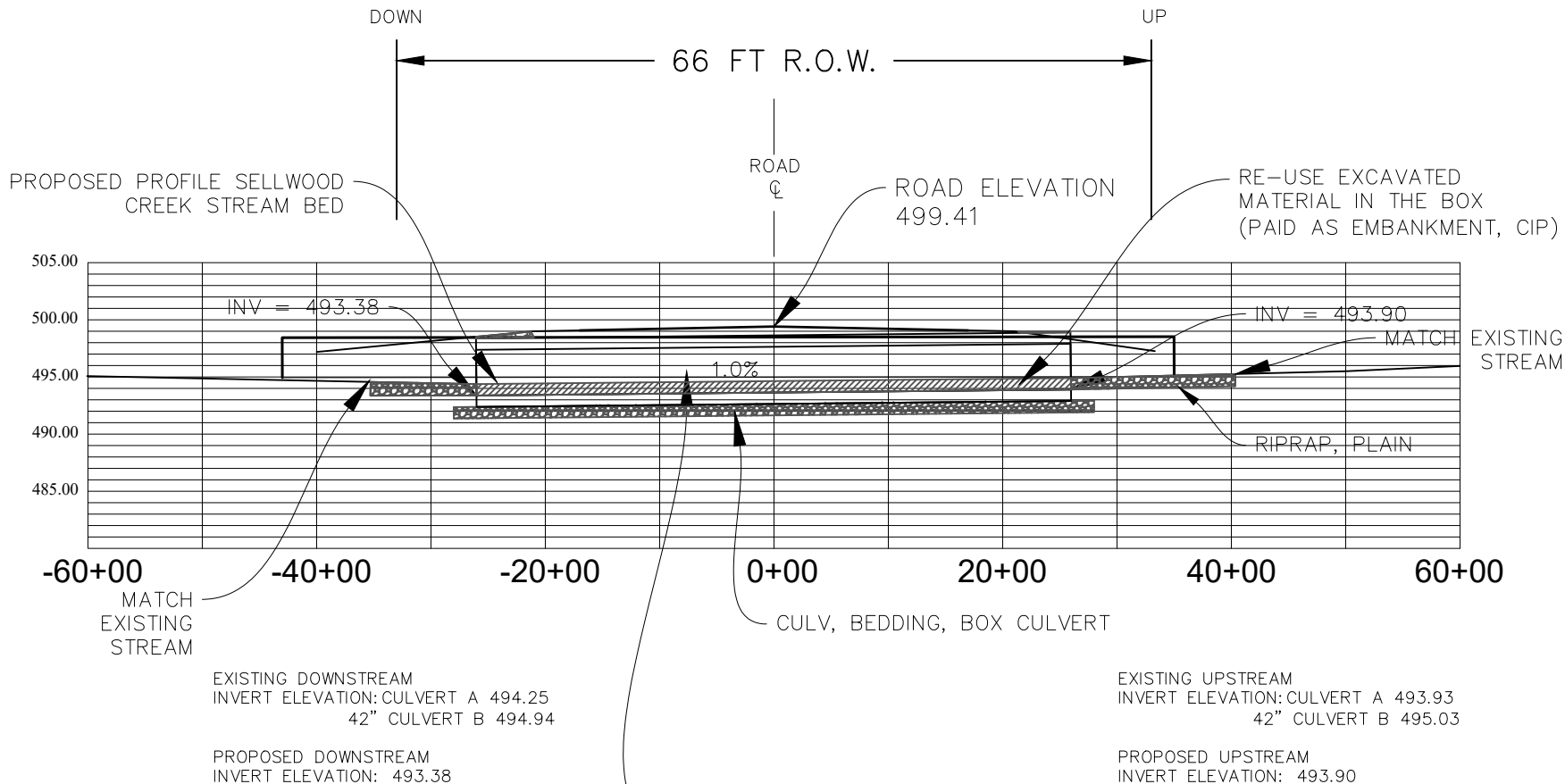


CULV. PRECAST CONC BOX 8 FOOT BY 4 FOOT
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 RIPRAP, HEAVY
 RIPRAP, PLAIN

DRAWN BY: AMM	BARBER ROAD CULVERT - SELLWOOD CREEK	STATE PROJECT NO.	STATE JOB NO.	SHEET NO.
SCALE: 1"=30'	GOGEBIC COUNTY ROAD COMMISSION	-	-	3 OF 8

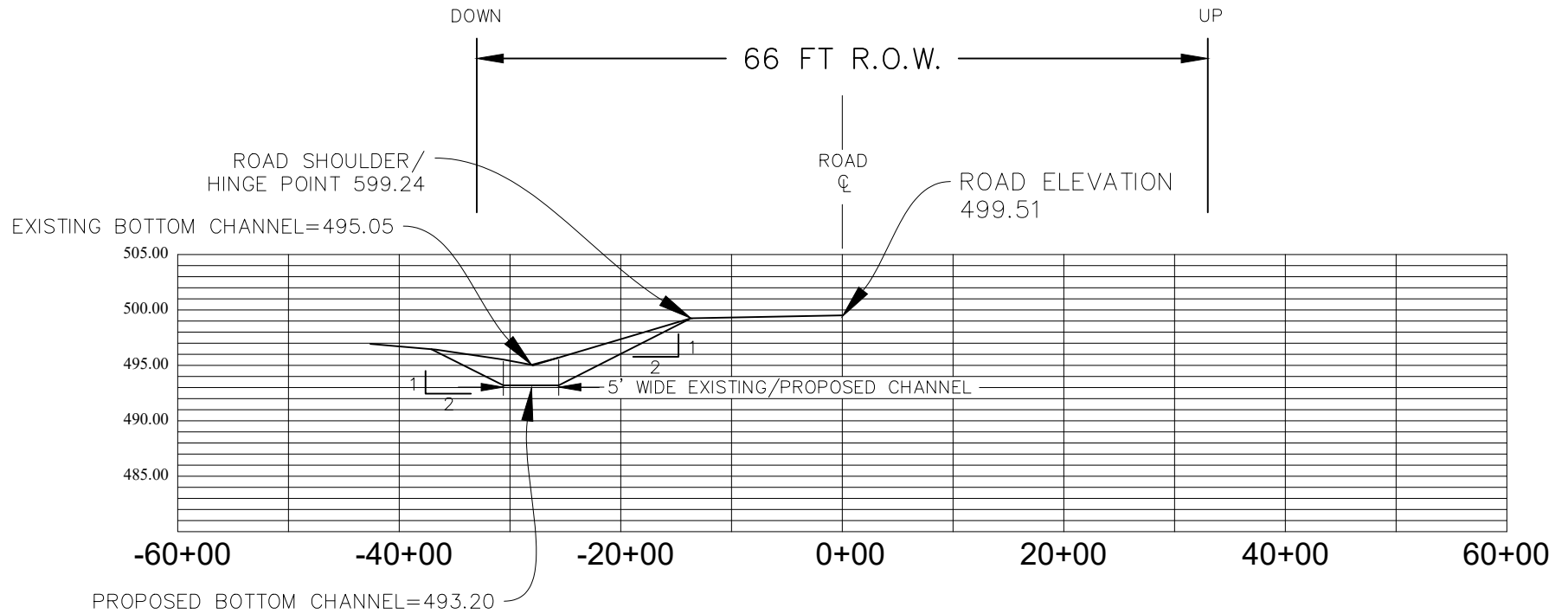
EGLE
 WRP048167 v1.0
 Approved
 Issued On: 03/03/2026
 Expires On: 03/03/2031



SECTION AA-AA

- (1 EXISTING CULVERT 60"x30" CMP, 78 FT)
- (1 EXISTING CULVERT 42" CMP, 80 FT)
- 1 EACH PROPOSED 8'x4' CONCRETE BOX CULVERT, 52 FT @ 1.0%

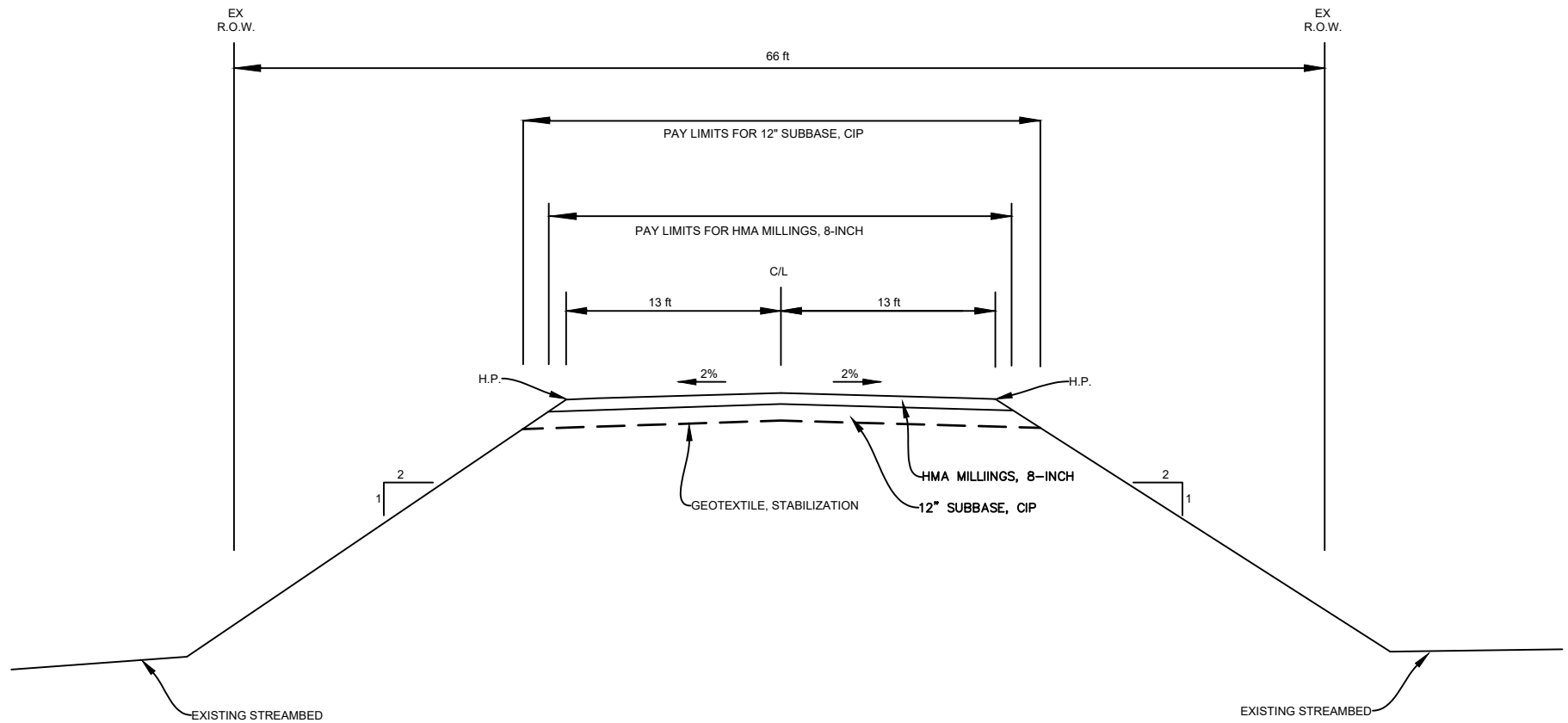
DRAWN BY: AMM	ROAD NAME AND NUMBER BARBER ROAD CULVERT - SELLWOOD CREEK	CONTROL SECTION	STATE JOB NO.	COUNTY	SHEET NUMBER	TOTAL SHEETS
SCALE: NO SCALE	OWNER GOGEBIC COUNTY ROAD COMMISSION	.	.	GOGEBIC	4	8



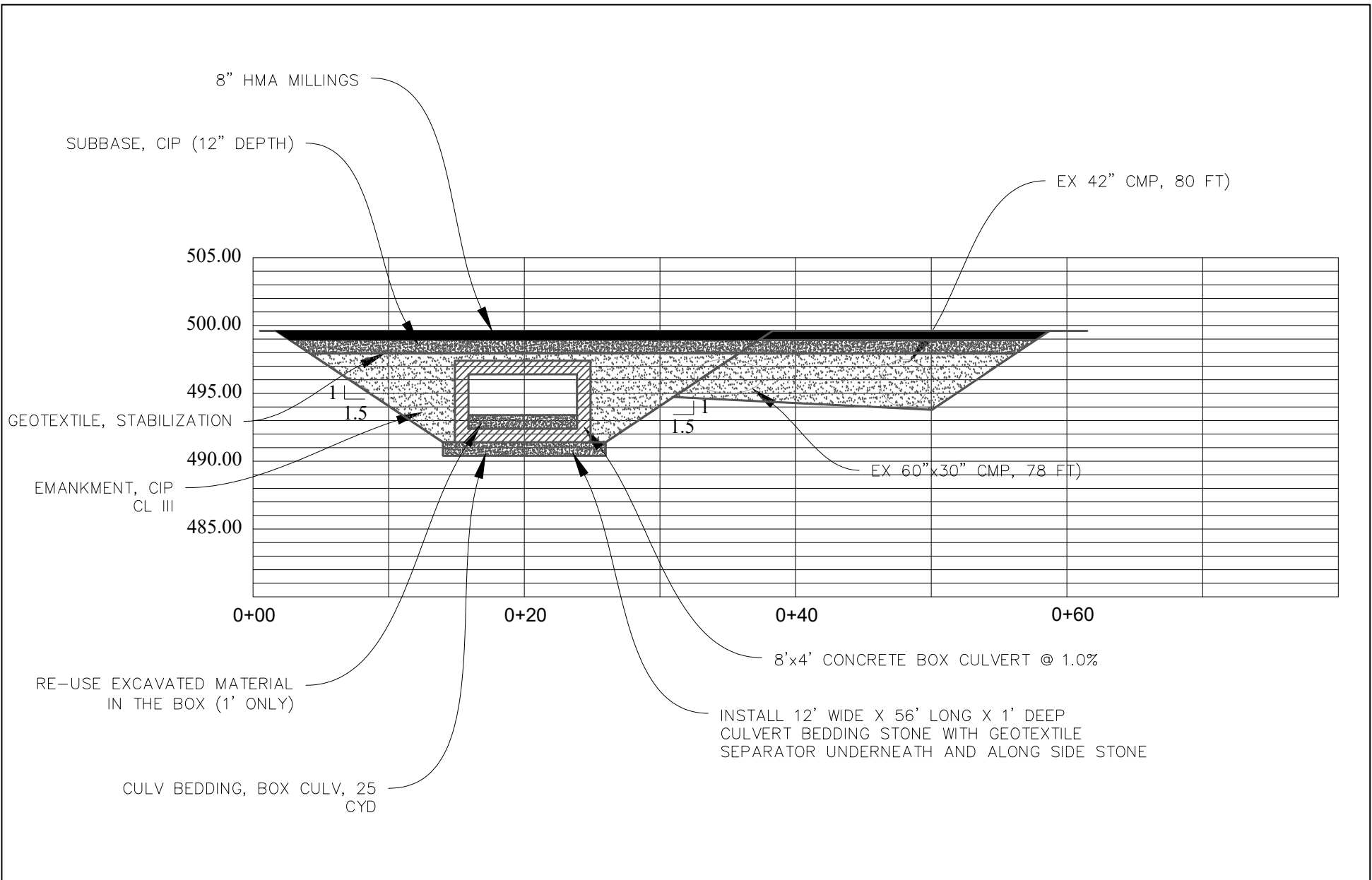
SECTION B-B

DRAWN BY: AMM	ROAD NAME AND NUMBER <u>BARBER ROAD CULVERT - SELLWOOD CREEK</u>	CONTROL SECTION	STATE JOB NO.	COUNTY		SHEET NUMBER	TOTAL SHEETS
SCALE: NO SCALE	OWNER <u>GOGEBIC COUNTY ROAD COMMISSION</u>	.	.	GOGEBIC		5	9

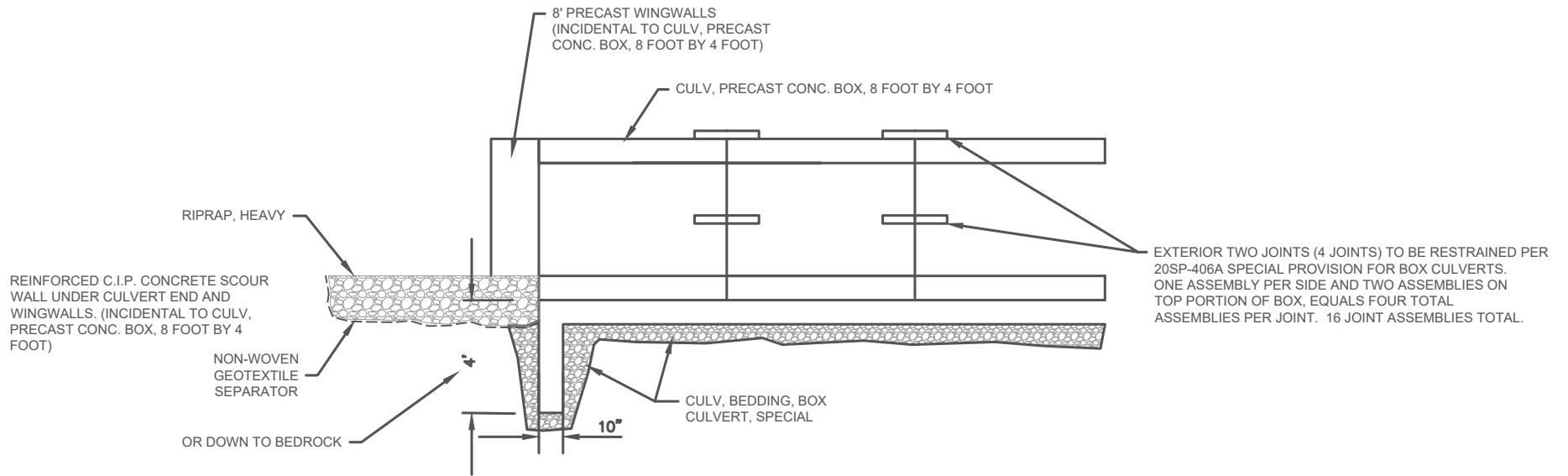
TYPICAL CULVERT PROFILE



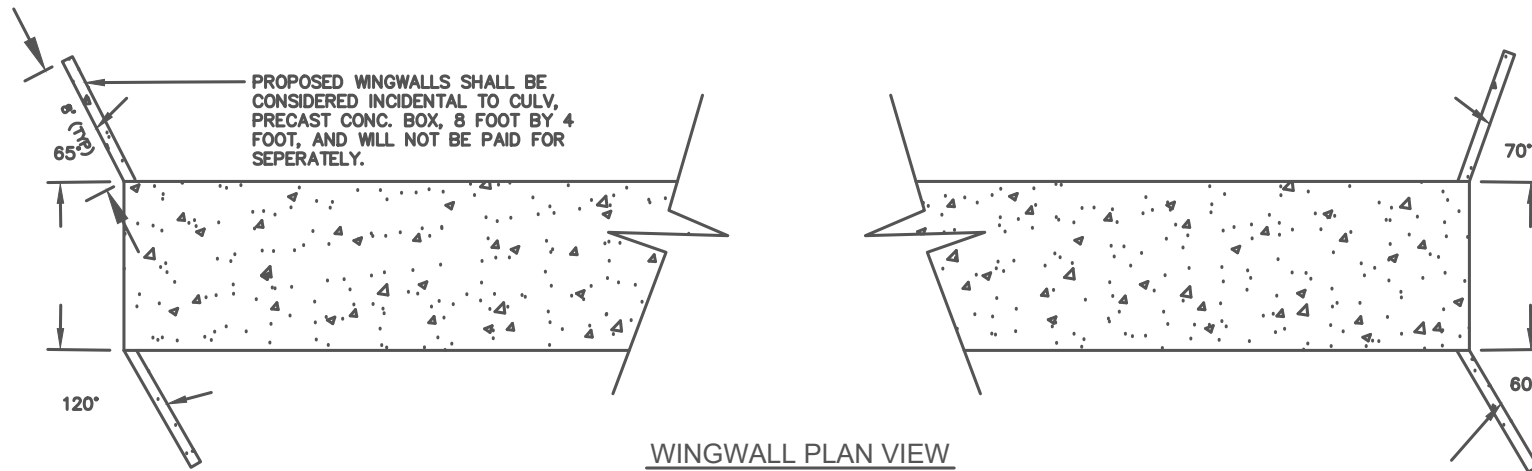
DRAWN BY: AMM	ROAD NAME AND NUMBER <u>BARBER ROAD BOX CULVERT</u>	CONTROL SECTION	STATE JOB NO.	COUNTY		SHEET NUMBER	TOTAL SHEETS
SCALE: NO SCALE	OWNER <u>GOGEBIC COUNTY ROAD COMMISSION</u>			GOGEBIC		6	9



DRAWN BY: AMM	ROAD NAME AND NUMBER <u>BARBER ROAD CULVERT - SELLWOOD CREEK</u>	CONTROL SECTION	STATE JOB NO.	COUNTY	SHEET NUMBER	TOTAL SHEETS
SCALE: NO SCALE	OWNER <u>GOGEBIC COUNTY ROAD COMMISSION</u>			GOGEBIC	7	9



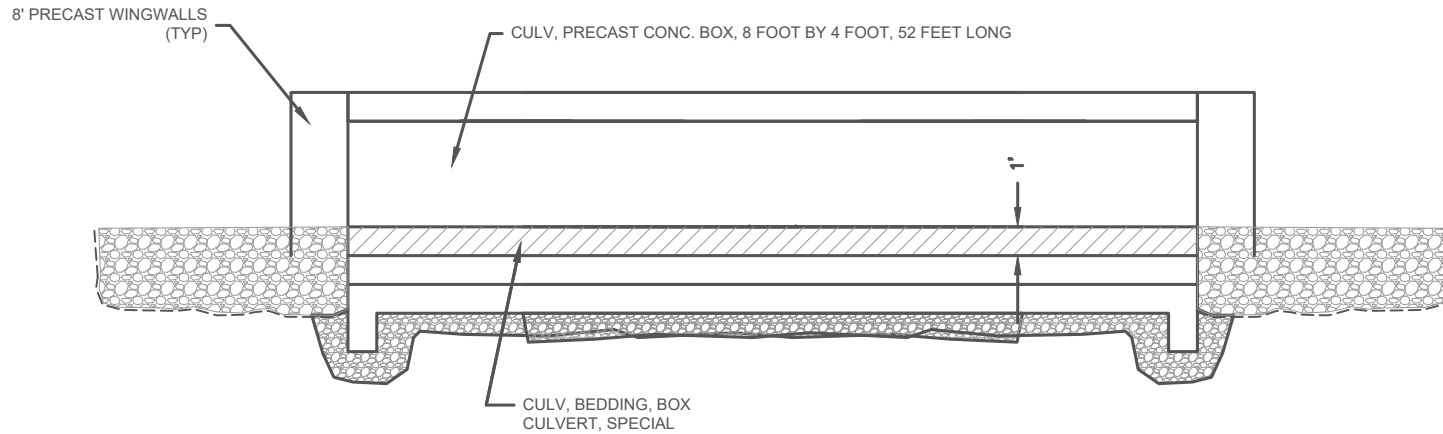
SECTION B-B



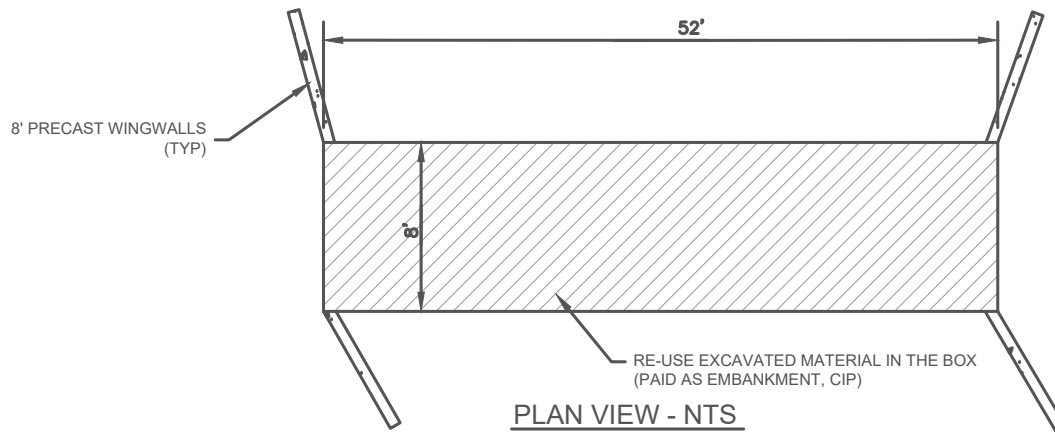
WINGWALL PLAN VIEW

DRAWN BY: AMM	ROAD NAME AND NUMBER <u>BARBER ROAD BOX CULVERT</u>	CONTROL SECTION	STATE JOB NO.	COUNTY		SHEET NUMBER	TOTAL SHEETS
SCALE: NO SCALE	OWNER <u>GOGEBIC COUNTY ROAD COMMISSION</u>	.	.	GOGEBIC		8	9

EGLE
 WRD 48167 v1.0
 Approved
 Issued On: 03/03/2026
 Expires On: 03/03/2031



SECTION VIEW - NTS



PLAN VIEW - NTS

DRAWN BY: AMM	ROAD NAME AND NUMBER <u>BARBER ROAD BOX CULVERT</u>	CONTROL SECTION	STATE JOB NO.	COUNTY		SHEET NUMBER	TOTAL SHEETS
SCALE: NO SCALE	OWNER <u>GOGEBIC COUNTY ROAD COMMISSION</u>	.	.	GOGEBIC		9	9

EGLE
 WRD 048167 v1.0
 Approved
 Issued On: 03/03/2026
 Expires On: 03/03/2031



NOTICE OF AUTHORIZATION

Permit Number: WRP045807 v. 1

Site Name: 27 - Section 12 Road at Siemens Creek

Date Issued: July 17, 2025

Expiration Date: July 17, 2030

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 40 foot long by 16-foot span by 6-foot rise concrete box culvert with wingwalls at the Section 12 Road crossing of Siemens Creek. Place a total of 347 cubic yards of backfill including rock riprap at the culvert ends. To facilitate the culvert replacement, install a 10-foot-wide temporary bypass road including a 16-foot long by 16-foot span by 5.61-foot rise timber mat bridge on steel sheet pile abutments. Place a total of 111 cubic yards of fill over geotextile fabric impacting 0.03 acres of wetland for the temporary roadway. Temporary roadway and bridge are to be removed upon completion of the project.

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

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
WRP045807 v1.0
Approved
Issued On:07/17/2025
Expires On:07/17/2030



NOTICE OF AUTHORIZATION

To be conducted at property located in: Gogebic County, Waterbody: Siemens Creek
Section 01, Town 47N, Range 47W, Ironwood Township

Permittee:

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

Issued By:

A handwritten signature in black ink, appearing to read 'John Gustafson'. The signature is fluid and cursive, with a horizontal line crossing through the middle of the letters.

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
WRP045807 v1.0
Approved
Issued On:07/17/2025
Expires On:07/17/2030



**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: WRP045807 v.1
Submission No.: HQC-6GF6-RV1YG
Site Name: 27 - Section 12 Road at Siemens Creek
Issued: July 17, 2025
Revised:
Expires: July 17, 2030

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) | |

EGLE certifies that the activities authorized under this permit are in compliance with the State Coastal Zone Management Program and certifies without conditions under the Federal Clean Water Act, Section 401 that the discharge from the activities authorized under this permit will comply with Michigan's water quality requirements in Part 31, Water Resources Protection, of the NREPA and associated administrative rules, where applicable.

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 40 foot long by 16-foot span by 6-foot rise concrete box culvert with wingwalls at the Section 12 Road crossing of Siemens Creek. Place a total of 347 cubic yards of backfill including rock riprap at the culvert ends. To facilitate the culvert replacement, install a 10-foot-wide temporary bypass road including a 16-foot long by 16-foot span by 5.61-foot rise timber mat bridge on steel sheet pile abutments. Place a total of 111 cubic yards of fill over geotextile fabric impacting 0.03 acres of wetland for the temporary roadway. Temporary roadway and bridge are to be removed upon completion of the project.

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

Waterbody Affected: Siemens Creek

Property Location: Gogebic County, Ironwood Township, Town/Range/Section 47N47W01

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

- A. 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.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
- 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.
- 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 with a 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.

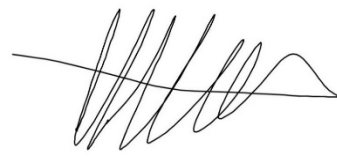
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to implementation.
- 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 are 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. No instream work authorized by this permit is allowed from October 1 to May 15 due to critical spawning and migration periods.
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. 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.
12. 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.

13. 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.
14. All cofferdam and temporary steel sheet pile shall then be removed in its entirety, unless specifically shown to be left in plan 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.
15. The existing structure shall be kept open to pass the stream flow during removal of the existing road fill.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.

23. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. Sedimentation barrier shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site. The sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.
24. Upon completion of the project, the disturbed wetland areas shall be restored to the original contour elevation, revegetated and reseeded with species native to Michigan appropriate to the site, and mulched to prevent erosion.
25. The 100-year floodplain elevation of Siemens Creek at the project site is estimated to be 5.2 feet above stream bottom when measured at a riffle. All materials remaining upon completion of the work shall be immediately removed to outside of the floodplain, including all materials and fill associated with the temporary bypass road and bridge.
- 26. The temporary bypass bridge and all associated fill shall be installed for no greater than 14 days total.**
27. Riprap shall be installed such that it does not narrow up the stream or interfere with flows into or out of the structure. Additionally, riprap shall be installed such that its finished surface elevation(s) does not exceed that of the pre-existing stream channel and overbank elevations.
28. 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.
29. 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

THIS PERMIT MUST BE SIGNED BY THE PERMITTEE TO BE VALID.

I hereby assure that I have read, am familiar with, and agree to adhere to the terms and conditions of this permit.

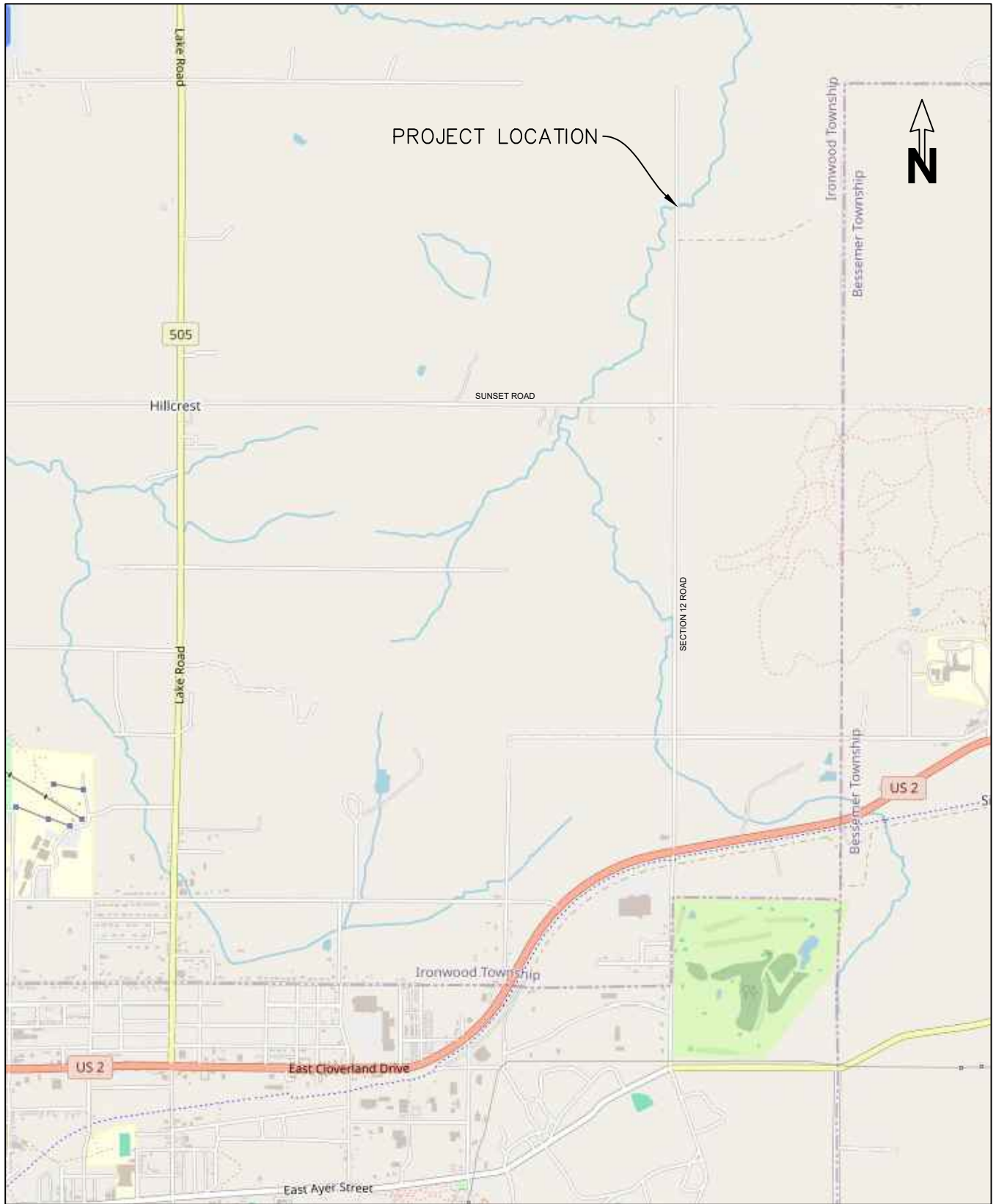
APPROVED

By Phil Strong, P.E. at 2:32 pm, Mar 03, 2026

Permittee Signature

Date

cc: Ironwood Township Clerk
Gogebic County CEA



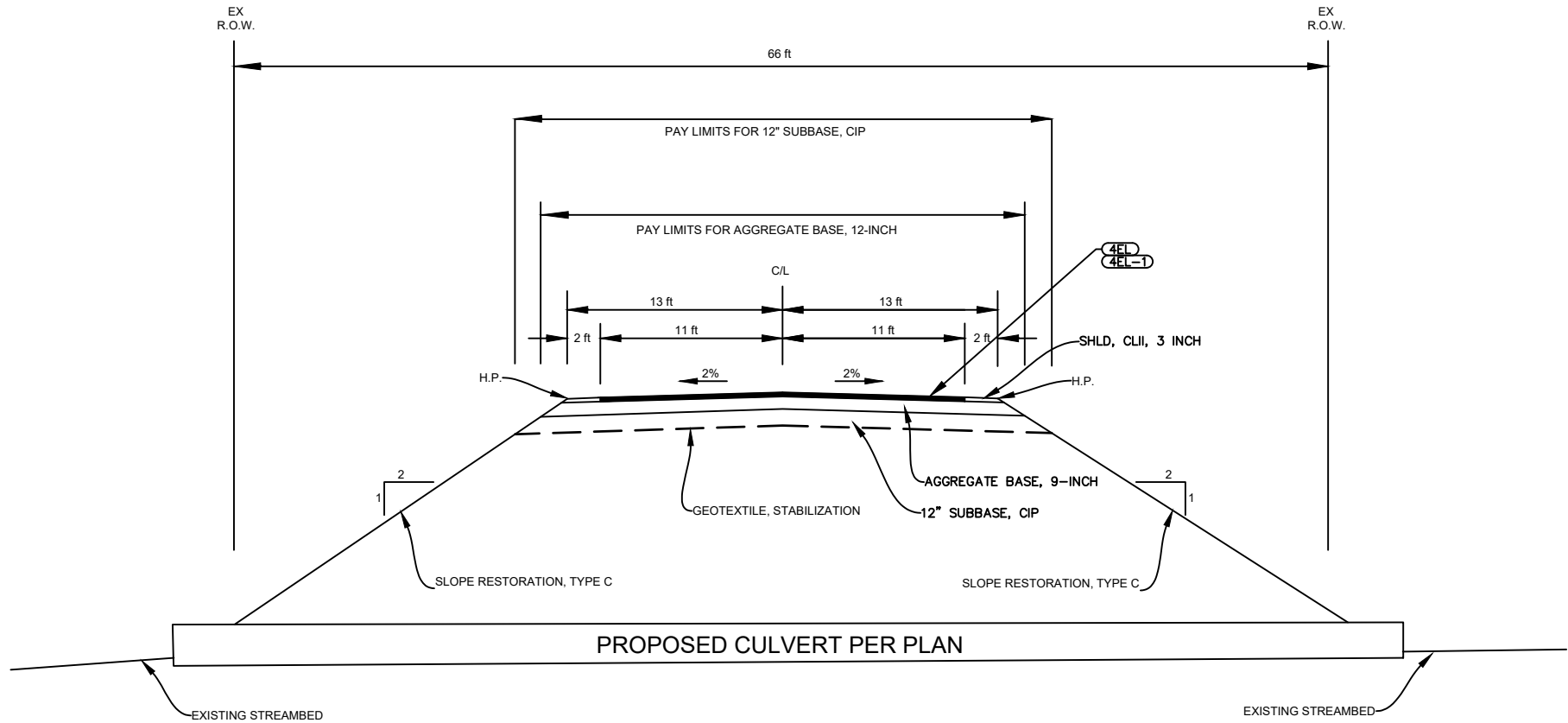
PROJECT LOCATION



DRAWN BY: AMM	LOCATION MAP, SECTION 12 ROAD ROAD CULVERT GOGEBIC COUNTY ROAD COMMISSION	STATE PROJECT NO.	STATE JOB NO.	SHEET NO. 1 OF 12
SCALE: NONE		.	.	

EGLE
 WRP045807 v1.0
 Approved
 Issued On:07/17/2025
 Expires On:07/17/2030

TYPICAL CULVERT PROFILE



HMA APPLICATION TABLE

IDENT. NO.	ITEM	RATE PER SYD	ASPHALT PERF. GR.	REMARKS
4EL	HMA, 4EL	165 LBS	PG. 58-28	TOP COURSE, AWI=220
4EL-1	HMA, 4EL	165 LBS	PG. 58-28	LEVELING COURSE
	BOND COAT	0.05-0.15 GALLONS		

DRAWN BY: AMM	ROAD NAME AND NUMBER	SECTION 12 ROAD CULVERT	CONTROL SECTION	STATE JOB NO.	COUNTY	SHEET NUMBER	TOTAL SHEETS
	OWNER	GOGEBIC COUNTY ROAD COMMISSION			GOGEBIC	2	12

TYPICAL BOX TRENCH SECTION

PAY LIMITS FOR AGGREGATE BASE, 12 INCH
AT P.O.B. & P.O.E. AT EACH CULVERT.
FOR EACH CULVERT P.O.B. & P.O.E.
REPRESENTS THE EXCAVATION LIMITS

PAY LIMITS OF EXCAVATION, EARTH
AND EMBANKMENT

EXCAVATION & FILL BELOW OHWM =
26' WIDE X 40' LENGTH X 9' DEPTH

OHWM=96.00'

CULVERT SIZE AS PER
PLAN VIEW

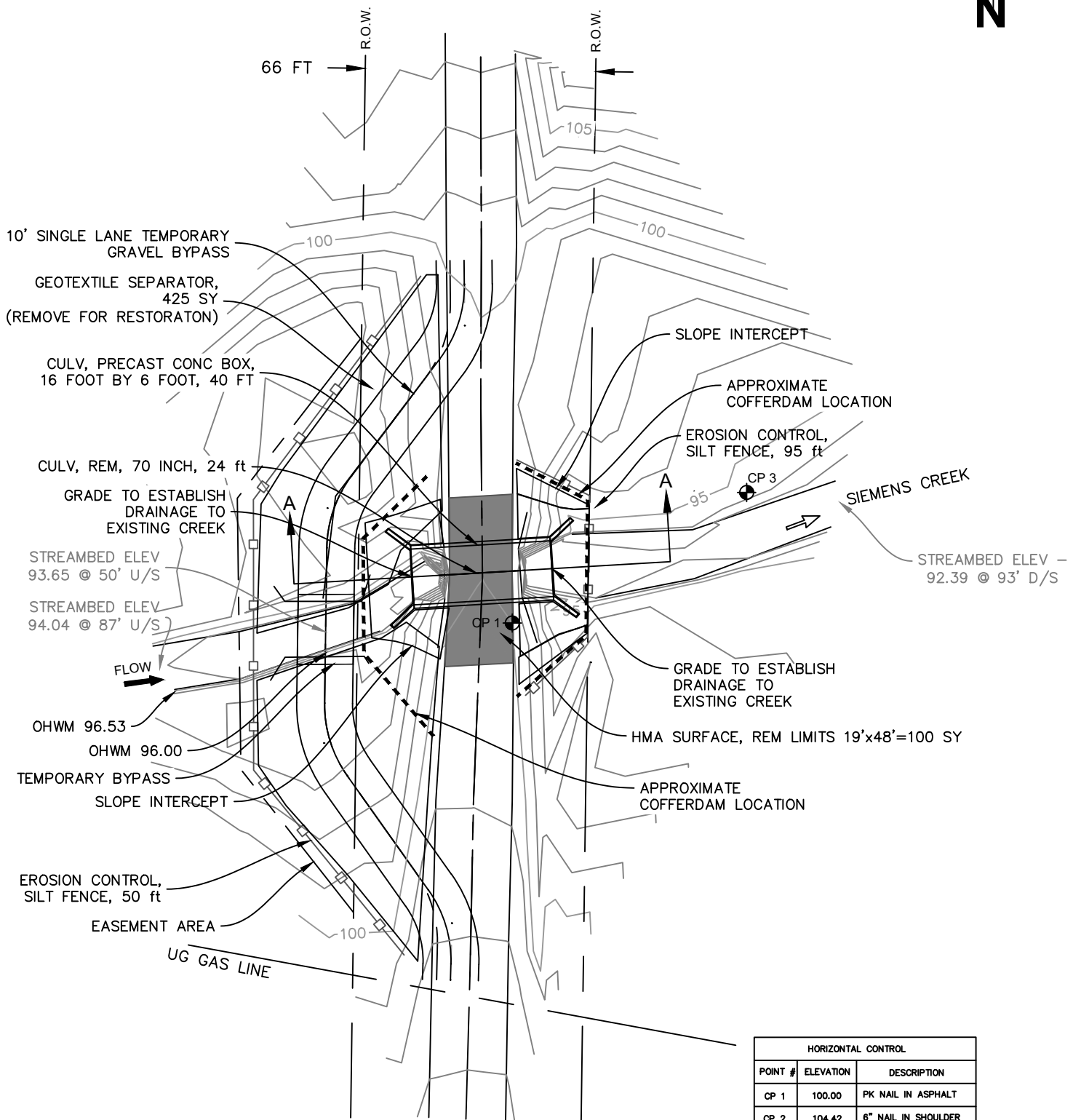
90.25'

CULVERT WIDTH + 4 ft

24" THICKNESS OF CULV BEDDING
STONE, BOX CULVERT WITH
GEOTEXTILE SEPARATOR
UNDERNEATH AND ALONGSIDE STONE

DRAWN BY: AMM	ROAD NAME AND NUMBER SECTION 12 ROAD CULVERT	CONTROL SECTION	STATE JOB NO.	COUNTY		SHEET NUMBER	TOTAL SHEETS
SCALE: NO SCALE	OWNER GOGEBIC COUNTY ROAD COMMISSION			GOGEBIC		3	12

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Expires On:07/17/2030



CP 2

HORIZONTAL CONTROL		
POINT #	ELEVATION	DESCRIPTION
CP 1	100.00	PK NAIL IN ASPHALT
CP 2	104.42	6" NAIL IN SHOULDER
CP 3	94.69	6" NAIL

DRAWN BY: AMM

SCALE: 1"=40'

SECTION 12 ROAD CULVERT
GOGEBIC COUNTY ROAD COMMISSION

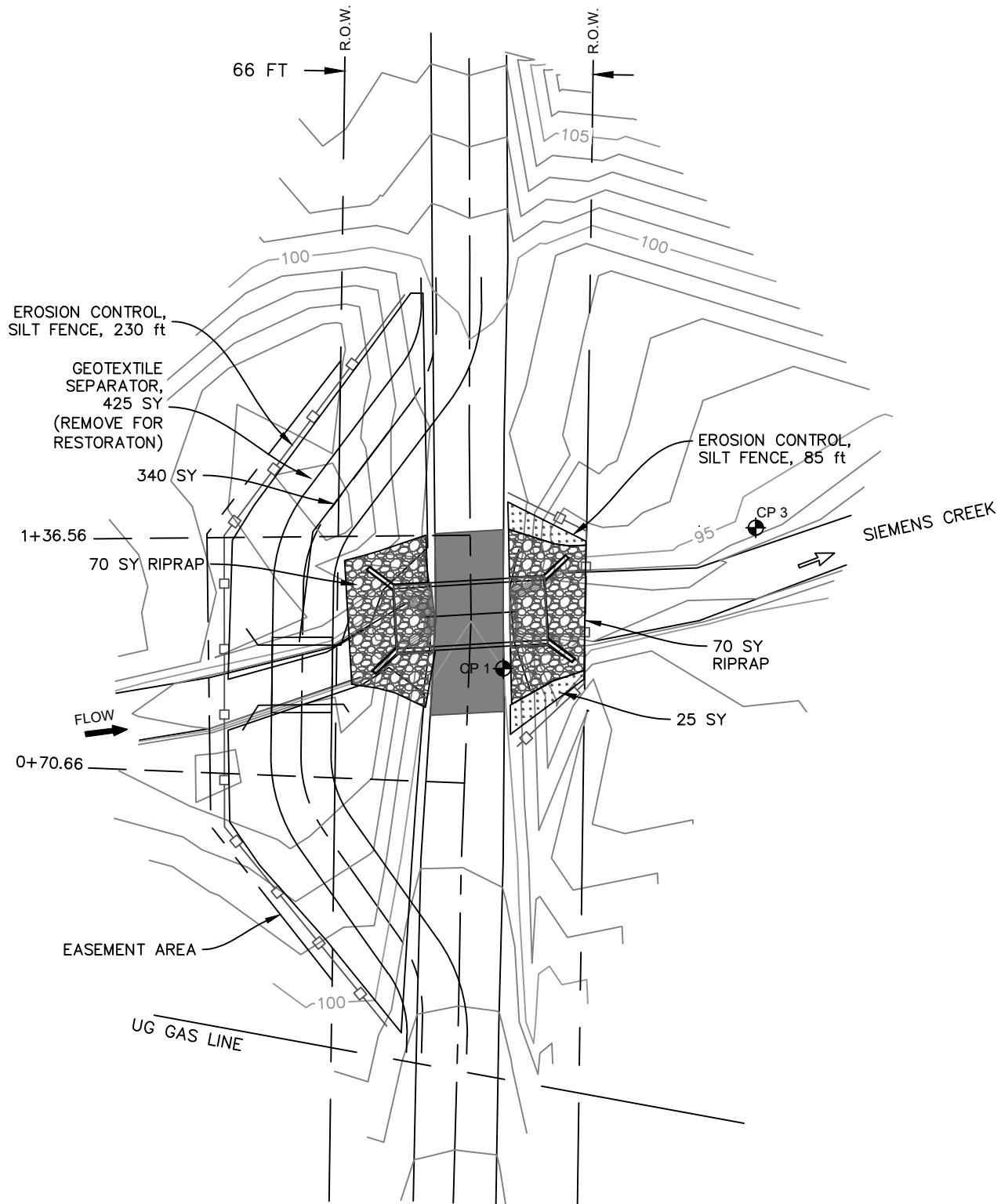
STATE PROJECT NO.



STATE JOB NO.

SHEET NO.

4 OF 12

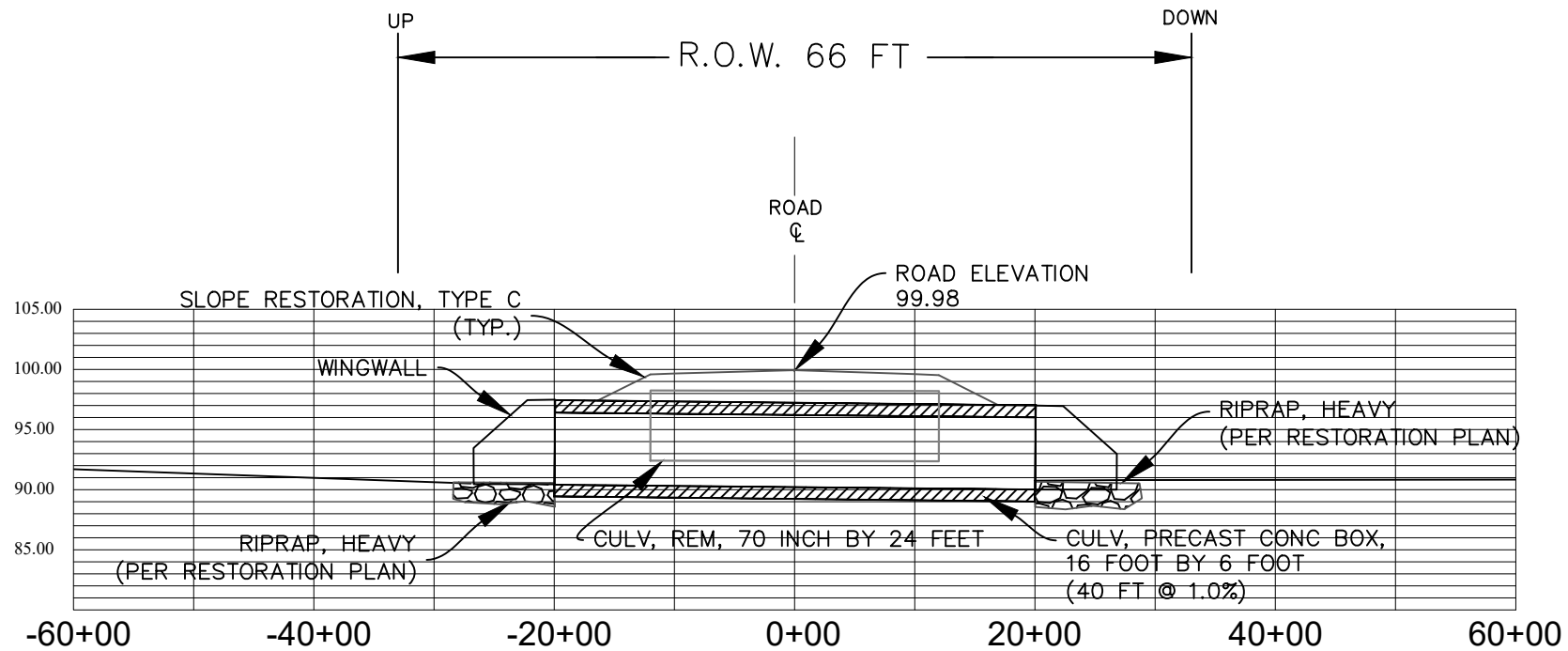
EGL
WRP045807 v1.0
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Issued On:07/17/2025
Expires On:07/17/2030



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

DRAWN BY: AMM	SECTION 12 ROAD CULVERT GOGEBIC COUNTY ROAD COMMISSION	STATE PROJECT NO.	STATE JOB NO.	SHEET NO.
SCALE: 1"=30'		.	.	5 OF 12

EGLE
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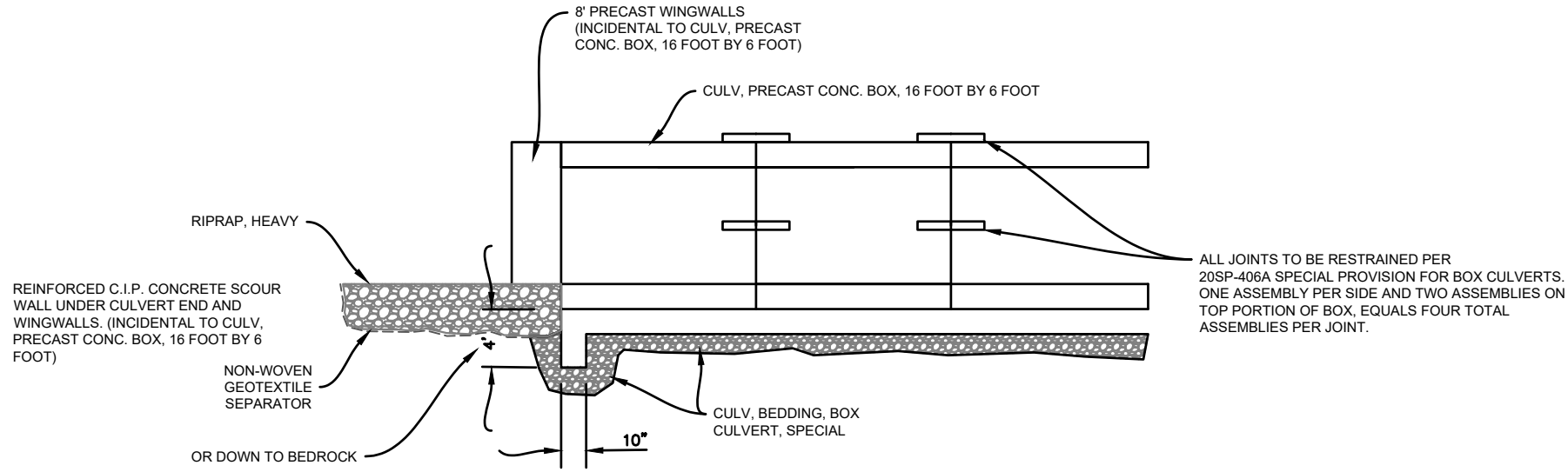
EXISTING UPSTREAM
 INVERT ELEVATION: 92.42
 PROPOSED UPSTREAM
 INVERT ELEVATION: 90.42

EXISTING DOWNSTREAM
 INVERT ELEVATION: 92.37
 PROPOSED DOWNSTREAM
 INVERT ELEVATION: 90.02
 PIPE ALIGNMENT: CENTER OF ROAD

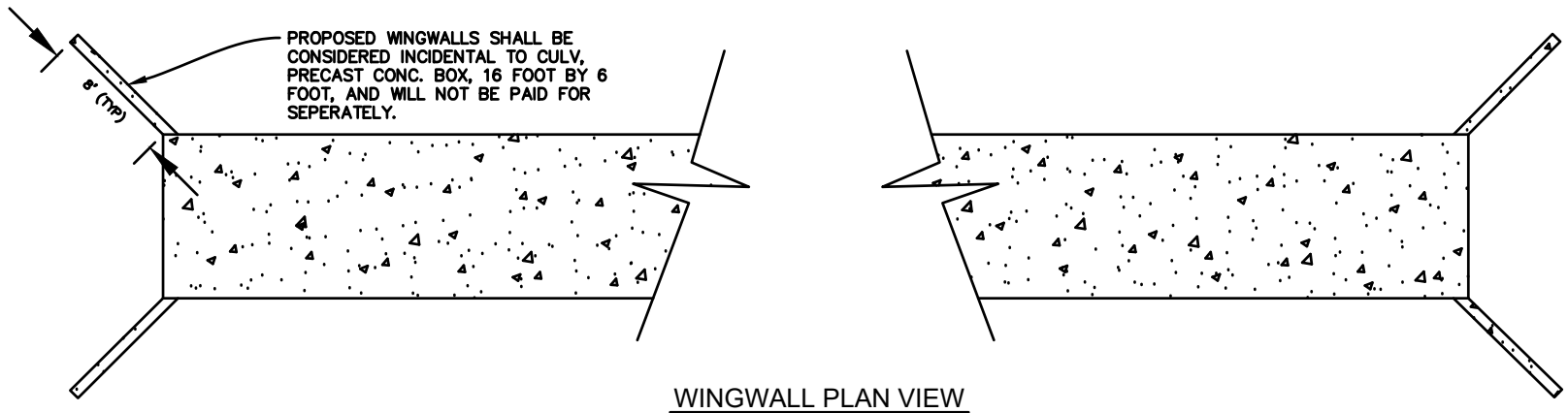
SECTION A-A

DRAWN BY: AMM	ROAD NAME AND NUMBER	SECTION 12 ROAD CULVERT	CONTROL SECTION	STATE JOB NO.	COUNTY		SHEET NUMBER	TOTAL SHEETS
	OWNER	GOGEBIC COUNTY ROAD COMMISSION						
SCALE: NO SCALE					GOGEBIC		6	12

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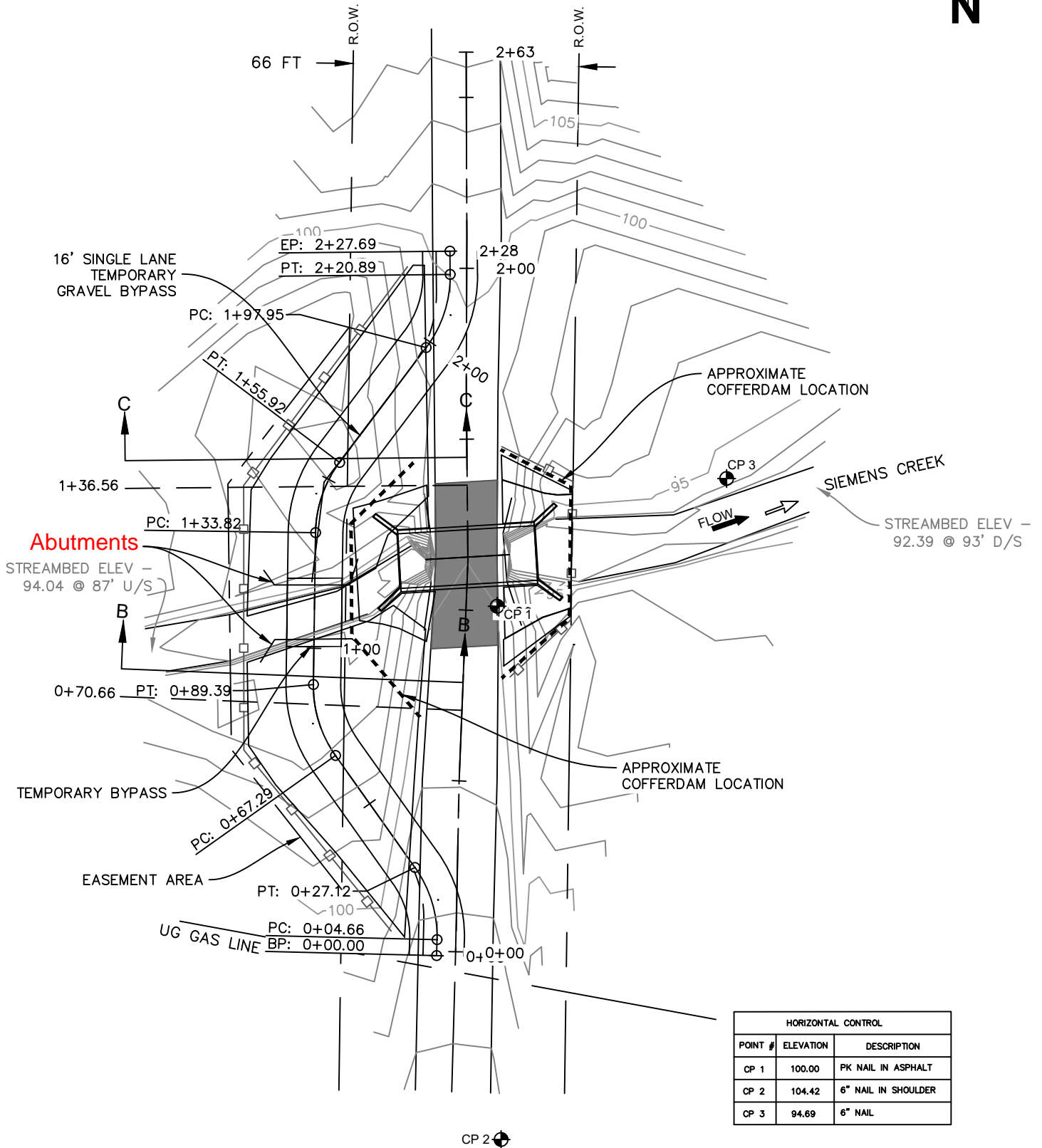
SECTION B-B



WINGWALL PLAN VIEW

DRAWN BY: AMM	ROAD NAME AND NUMBER	SECTION 12 ROAD BOX CULVERT	CONTROL SECTION	STATE JOB NO.	COUNTY	SHEET NUMBER	TOTAL SHEETS
	OWNER	GOGEBIC COUNTY ROAD COMMISSION					
SCALE: NO SCALE					GOGEBIC	7	12

EGLE
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 Issued On:07/17/2025
 Expires On:07/17/2030

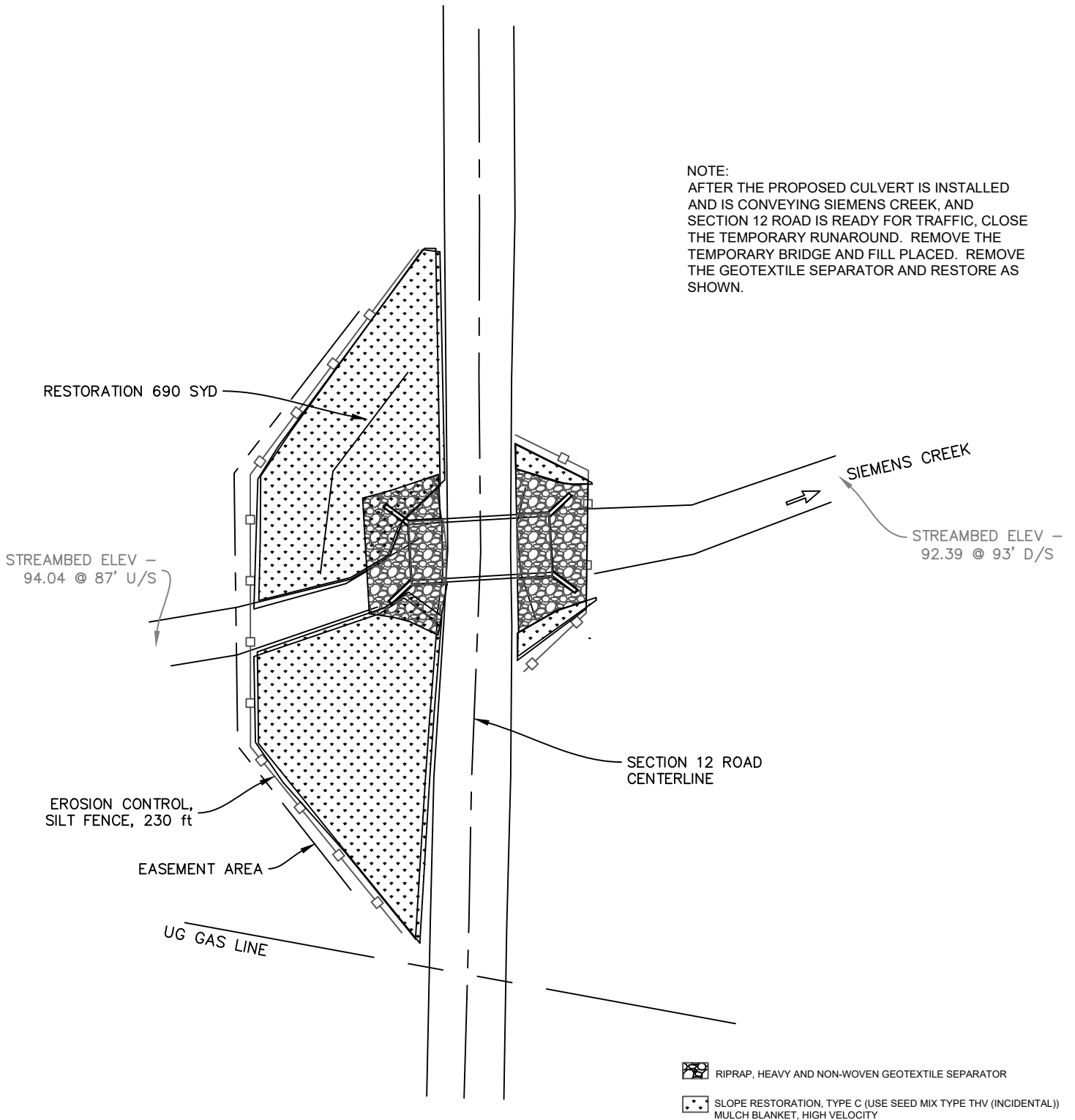


DRAWN BY: AMM	SECTION 12 ROAD CULVERT GOGEBIC COUNTY ROAD COMMISSION			STATE PROJECT NO.	STATE JOB NO.	SHEET NO.
SCALE: 1"=40'				.	.	8 OF 12

EGLE
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 Expires On:07/17/2030



NOTE:
AFTER THE PROPOSED CULVERT IS INSTALLED
AND IS CONVEYING SIEMENS CREEK, AND
SECTION 12 ROAD IS READY FOR TRAFFIC, CLOSE
THE TEMPORARY RUNAROUND. REMOVE THE
TEMPORARY BRIDGE AND FILL PLACED. REMOVE
THE GEOTEXTILE SEPARATOR AND RESTORE AS
SHOWN.



DRAWN BY: AMM

SCALE: 1"=40'

SECTION 12 ROAD CULVERT

GOGEBIC COUNTY ROAD COMMISSION

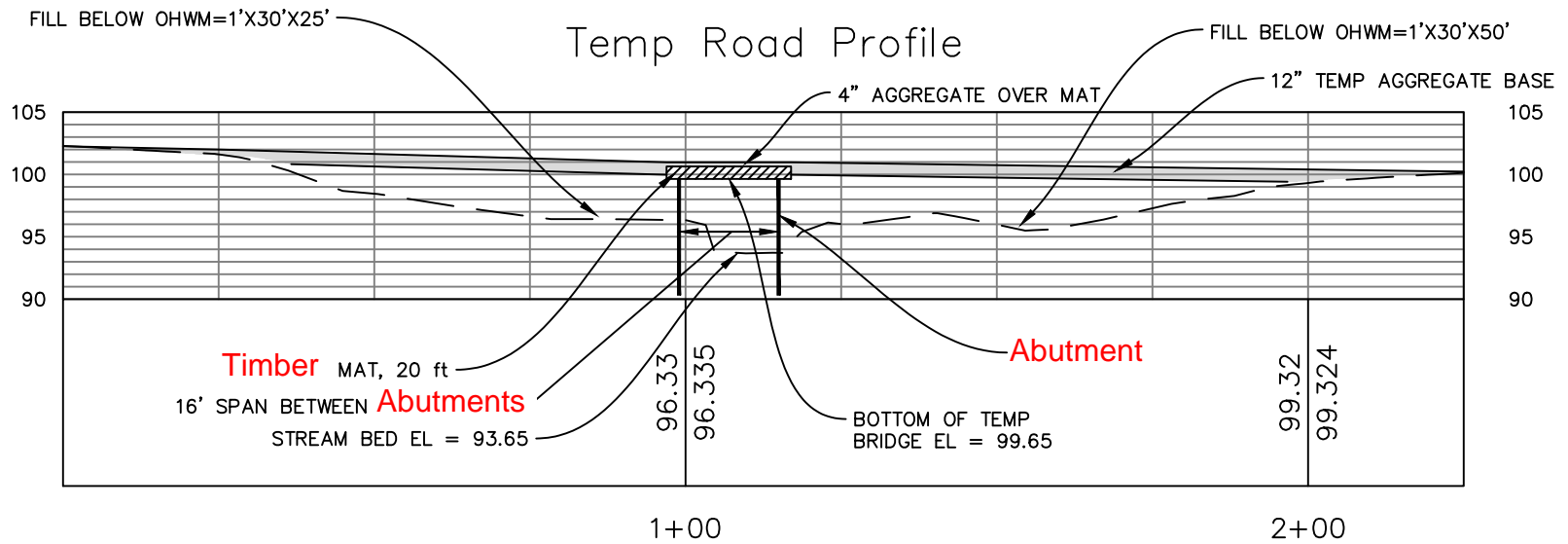
STATE
PROJECT NO.

STATE
JOB NO.

SHEET NO.

9 OF 12

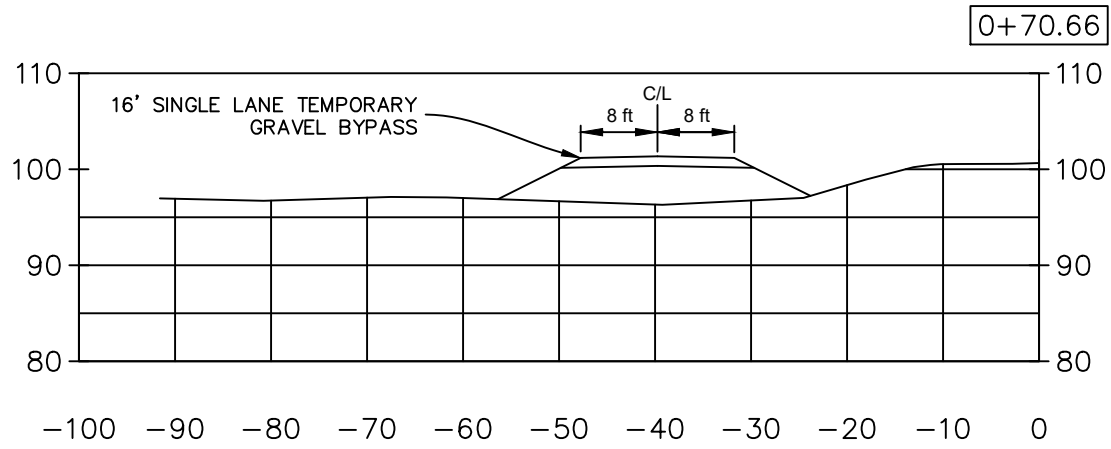
EGLE
WRP045807 v1.0
Approved
Issued On:07/17/2025
Expires On:07/17/2030



NOTE:
PLACE GEOTEXTILE SEPARATOR IN WETLAND
IMPACT AREAS. TO BE REMOVED DURING
RESTORATION.

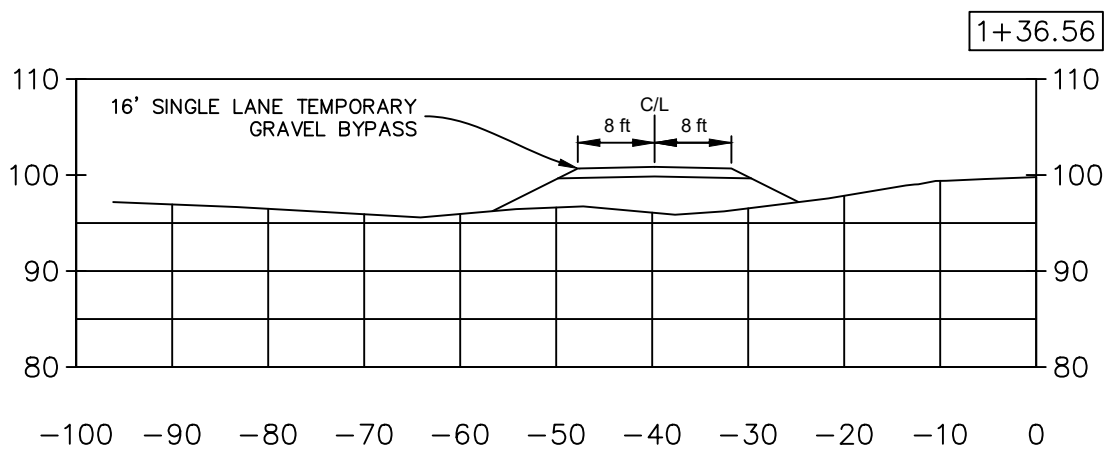
DRAWN BY: AMM	ROAD NAME AND NUMBER <u>SECTION 12 ROAD CULVERT</u>	CONTROL SECTION	STATE JOB NO.	COUNTY		SHEET NUMBER	TOTAL SHEETS
SCALE: 1" = 30'	OWNER <u>GOGEBIC COUNTY ROAD COMMISSION</u>			GOGEBIC		10	12

EGLE
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Issued On:07/17/2025
Expires On:07/17/2030



SECTION B-B

NOTE:
PLACE GEOTEXTILE SEPARATOR IN WETLAND
IMPACT AREAS. TO BE REMOVED DURING
RESTORATION.



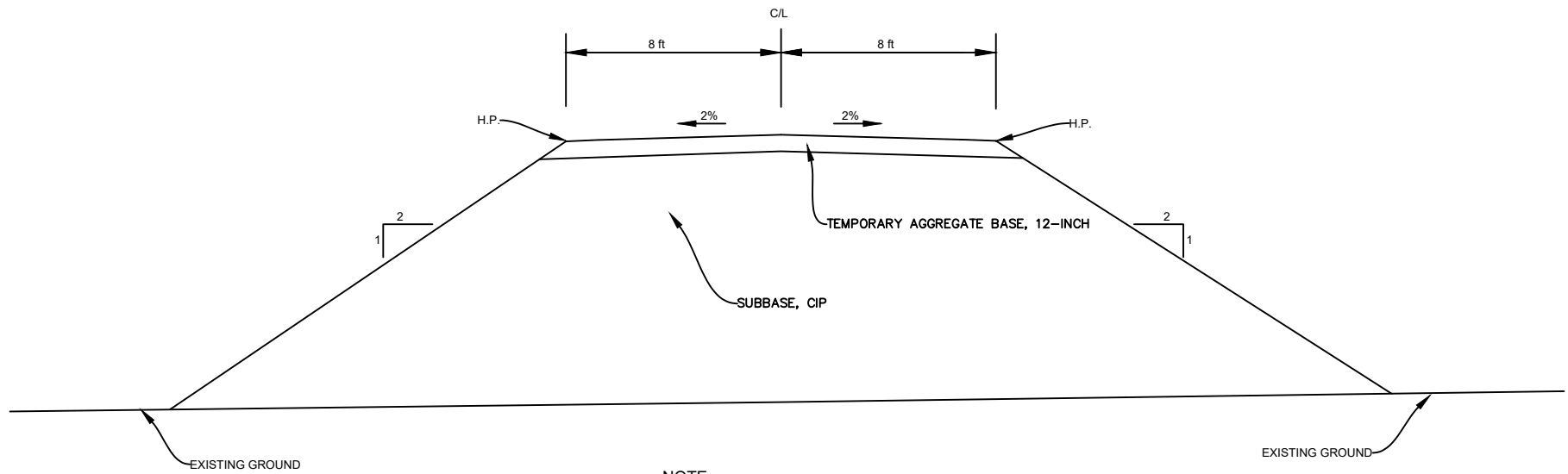
SECTION C-C

DRAWN BY: AMM	ROAD NAME AND NUMBER	SECTION 12 ROAD CULVERT	CONTROL SECTION	STATE JOB NO.	COUNTY		SHEET NUMBER	TOTAL SHEETS
	OWNER	GOGEBIC COUNTY ROAD COMMISSION			GOGEBIC		11	12

SCALE: 1" = 20'

EGLE
WRP045807 v1.0
Approved
Issued On:07/17/2025
Expires On:07/17/2030

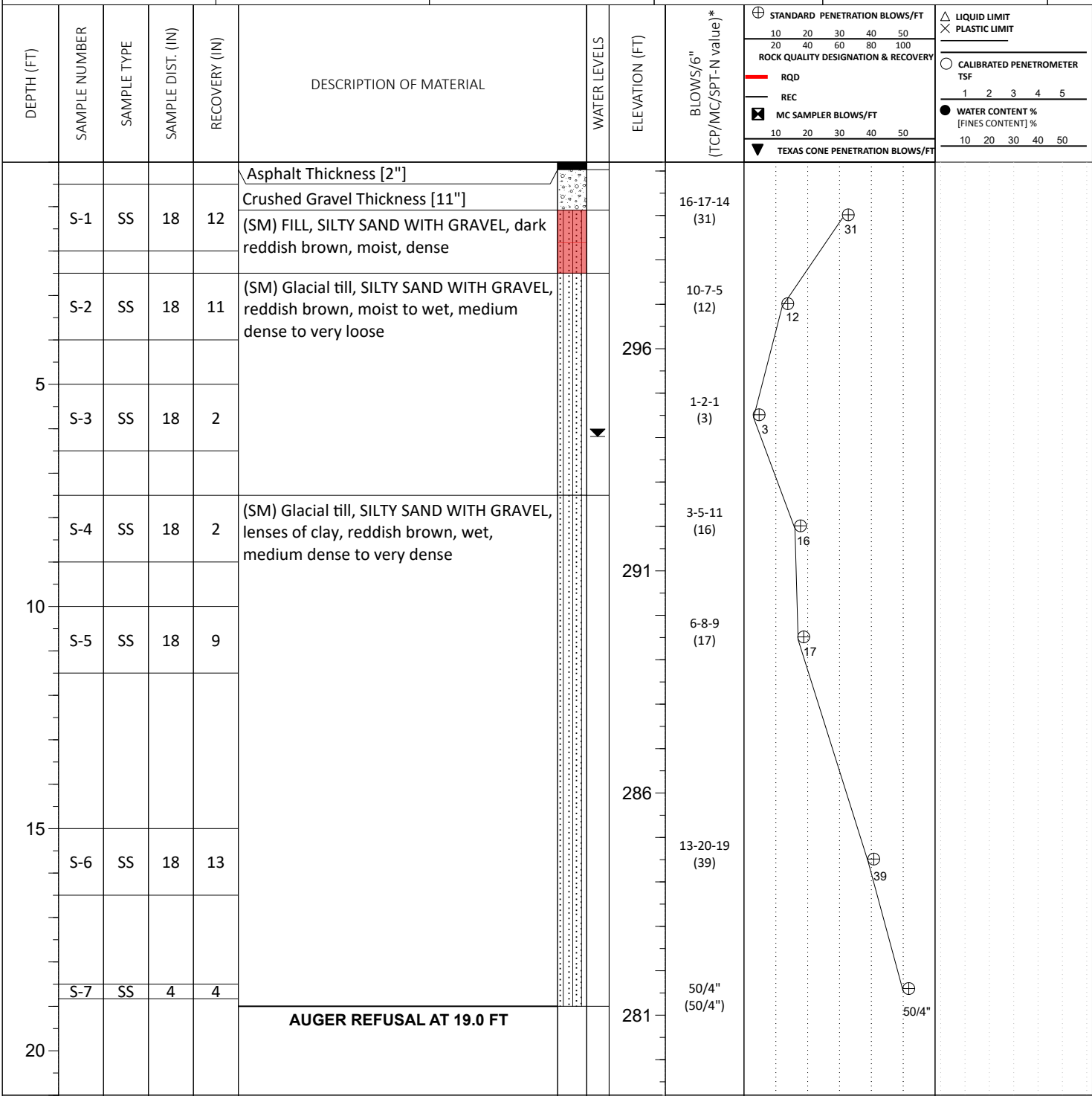
TEMPORARY ROAD SECTION



NOTE:
PLACE GEOTEXTILE SEPARATOR IN WETLAND
IMPACT AREAS. TO BE REMOVED DURING
RESTORATION.

DRAWN BY: AMM	ROAD NAME AND NUMBER SECTION 12 ROAD CULVERT	CONTROL SECTION	STATE JOB NO.	COUNTY		SHEET NUMBER	TOTAL SHEETS
SCALE: NO SCALE	OWNER GOGEBIC COUNTY ROAD COMMISSION			GOGEBIC		12	12

SITE LOCATION: Section 12 Road at Siemens Creek, Ironwood, Michigan, 49938			LOSS OF CIRCULATION
LATITUDE:	LONGITUDE:	STATION:	BOTTOM OF CASING



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

<input checked="" type="checkbox"/> WL (First Encountered) 6.10	BORING STARTED: Oct 02 2024	CAVE IN DEPTH:
<input checked="" type="checkbox"/> WL (Completion) 6.10	BORING COMPLETED: Oct 02 2024	HAMMER TYPE: Auto
<input checked="" type="checkbox"/> WL (Seasonal High Water)	EQUIPMENT: TRUCK RIG	DRILLING METHOD: 4 1/4" SSA 0' to 19'
<input checked="" type="checkbox"/> WL (Stabilized)	LOGGED BY: VD2	

GEOTECHNICAL BOREHOLE LOG

NOTICE TO BIDDERS

PRECAST CONCRETE BOX CULVERT APPROVED MANUFACTURER WAIVER

GCRC

1 of 1

03/13/2026

The Michigan Department of Transportation (MDOT) prequalified product/approved manufacturer requirement is hereby waived for the precast concrete box culvert materials for the Contract. All precast concrete box culvert materials shall be in accordance with section 406 of the 2020 Standard Specifications for Construction. Manufacturer must be certified by the Precast/Prestressed Concrete Institute (PCI), the National Precast Concrete Association (NPCA), or the American Concrete Pipe Association (ACPA). The precast concrete box culvert shall be designed and fabricated in accordance with the MDOT 2020 Standard Specifications for Construction. Load ratings and shop drawing shall be completed by a Professional Engineer licensed in the State of Michigan.

Manufacturer shall provide all QC test reports and certifications to GCRC per the current Michigan Materials Quality Assurance Procedures Manual prior to box culvert installation.

GOGEBIC ROAD COMMISSION

SPECIAL PROVISION
FOR
CULV, PRECAST CONC BOX, __ FOOT BY __ FOOT

GCRC

1 of 2

03/11/2026

a. Description. This work consists of designing, load rating, manufacturing, delivering, and installing precast concrete box culvert sections and appurtenances in accordance with section 406 of the Standard Specifications for Construction, in addition to the requirements detailed in this special provision.

b. Rating. In addition to the provisions of Section 406.03.A & B, of the 2020 Standard Specifications for Construction, the box culvert design shall also accommodate all dead loads and carry all live load for each of the 28 legally loaded truck configurations and the Class A overloads outlined in the current edition of the Michigan Bridge Analysis Guide (providing a load rating factor greater than 1.0 for each of the 28 truck configurations and Class A overloads) <https://www.michigan.gov/mdot/programs/bridges-and-structures/structure-preservation-and-management/load-rating>

After approval of the shop drawings and prior to fabrication, a load rating report for the box culvert shall be submitted to the Engineer. The load rating report shall be performed and checked by two independent engineers, and signed and sealed by two Professional Engineers, licensed in the State of Michigan, who shall be experienced in the methods and process for load rating bridges under provisions required by the Michigan Department of Transportation. The load rating shall be performed using the most current version of the AASHTOWARE BrR Load rating program, or approved equivalent, using Load and Resistance Factor Rating (“LRFR”) methodology.

The final, approved report shall include a bridge analysis summary sheet, full printout of all program input, and all output, including the 28 legal truck configurations and the Michigan overload classes. All computer input and output shall be submitted in pdf format and the xml file that includes the input data and analysis output shall also be provided to the Engineer.

c. 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
Culv, Precast Conc Box, __ foot by __ foot	Foot

Culv, Precast Conc Box, __ foot by __ foot will be paid for by plan quantity along the centerline of the structure in accordance with subsection 109.01.A of the Standard Specifications for Construction and includes:

- Designing, fabricating, load rating, and installing precast elements;
- Providing deliverables;
- Joint ties;
- Joint sealer materials;

- Geotextile blanket for box culvert joints;
- Wing walls per plan
- Scour walls per plan
- Inserts for bars and connection hardware; and
- Dewatering and maintaining the stream flow during construction

The owner will pay separately for excavation and providing and placing backfill material which will be paid for by their respective Lump Sum pay items.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
REVISIONS TO PRECAST THREE-SIDED, ARCH, AND BOX CULVERTS

STR:MJF

1 of 1

APPR:DMG:REL:01-23-24
FHWA APPR:01-25-24

Delete the first paragraph in subsection 406.02 shown on page 4-39 of the Standard Specifications for Construction and replace with the following:

Provide natural coarse aggregate for Classes 6A, 26A, 6AA, and 17A in accordance with subsection 902.02. Provide aggregate with a gradation meeting Michigan Series 6AA, 17A, or 26A, the physical requirements of 6AA, and not exceeding the following nominal maximum size requirements:

- A. One-fifth the narrowest dimension between forms;
- B. One-third the depth of slabs; and
- C. Three-quarters the minimum clear spacing between individual reinforcing bars or wires.

Delete the first sentence of the last paragraph in subsection 406.02 shown on page 4-40 of the Standard Specifications for Construction and replace with the following:

Select a precast concrete culvert that meets the specific culvert shape (box, three-sided, or arch) detailed on the plans from the Approved Manufacturer list shown in the MDOT Materials Source Guide.

Add the following after the last paragraph in subsection 406.02 shown on page 4-40 the Standard Specifications for Construction:

The use of Type III cement requires 25-40 percent of the cement, by weight, to be replaced with a supplementary cementitious material (slag cement or fly ash).

The use of Class 26A coarse aggregate in the concrete mix design requires 25-40 percent of the cement, by weight, to be replaced with Grade 100 slag cement. The maximum loss by wash percent passing must be 2 percent.

Add the following to the end of the first paragraph in subsection 406.03.D.4 shown on page 4-44 of the Standard Specifications for Construction:

If Type F or G polycarboxylate superplasticizer chemical admixtures are used, the Department will allow a maximum slump of 9 inches.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
BOX CULVERT JOINT TIE ASSEMBLIES

STM:TRK

1 of 2

APPR:DMG:MJF:04-28-20
FHWA:APPR:05-05-20

a. Description. This work consists of furnishing and installing galvanized metal tie rods, plate washers, lock washers and nuts, and acceptable soil and watertight sealant as filler to the access holes on the final 3 sections/2 joints of box culverts with openings of any size, unless otherwise detailed on the plans.

This work consists of furnishing and installing Box Culvert Joint Tie Assemblies as shown on the plans and Standard Plan R-84 Series. Alternative tie options may be approved by the Engineer.

b. Materials. Provide the following materials to construct the joint tie assemblies:

1. One inch diameter threaded rods meeting the requirements of *ASTM F1554, Grade 36*.
2. Two inch by two inch by 5/16 inch plate washers meeting the requirements of *ASTM A36/A36M*.
3. Flat circular washers meeting the requirements of *ASTM F436/F436M* to be placed over the plate washer and under the lock washer.
4. Lock washers meeting the requirements of *ANSI B18.21.1*.
5. Heavy hex nuts meeting the requirements of *ASTM A563, Grade A*.
6. Select and apply watertight and soil tight hole filler in accordance with subsection 713.02.B of the Standard Specification for Construction.

Ensure all hardware is galvanized in accordance with *ASTM A123/A123M* or *ASTM A153/A153M*, as applicable.

c. Construction. Install and maintain joint tie assemblies and hole filler during construction and backfilling activities. Use caution when placing and compacting backfill materials adjacent to the assemblies. Ensure damage to the joint tie assemblies or box culvert around the assemblies caused by the Contractor's operation is repaired or replaced at the Contractors expense.

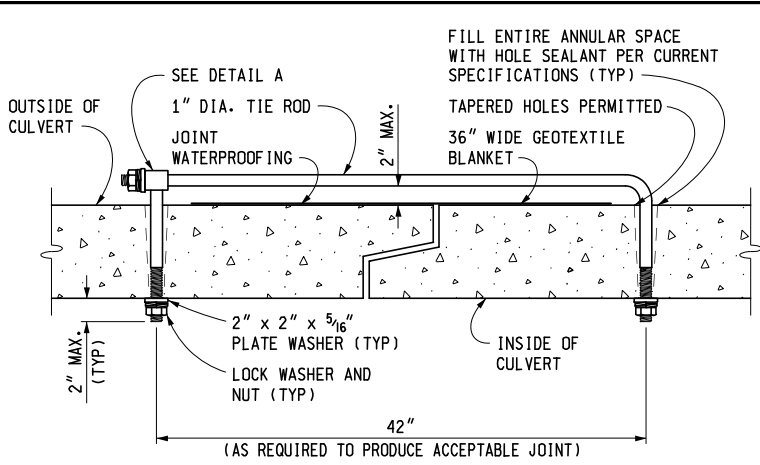
Joint tie assemblies are intended to hold the box culvert sections in place throughout the design life and must not be used to pull the sections together during construction.

Apply tie rod hole filler in accordance with subsection 713.03.F of the Standard Specifications for Construction.

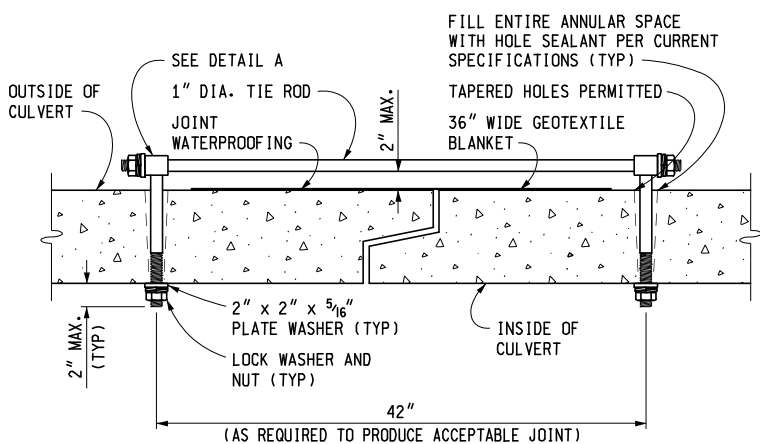
d. Measurement and Payment. The completed work, as described, is considered to be included in the price of the box culvert that uses the following pay item:

Culv, Precast Conc Box, (span) foot by (rise) foot

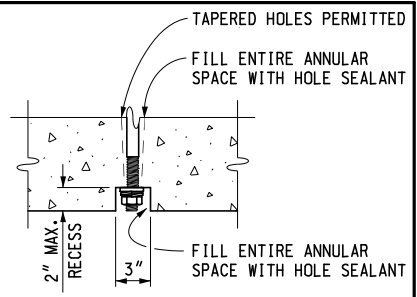
Joint Waterproofing and 36-inch wide geotextile filter fabric, placed below the joint tie, centered over the joint and on the exterior of the culvert will not be paid for separately but are considered included in the price for the box culvert.



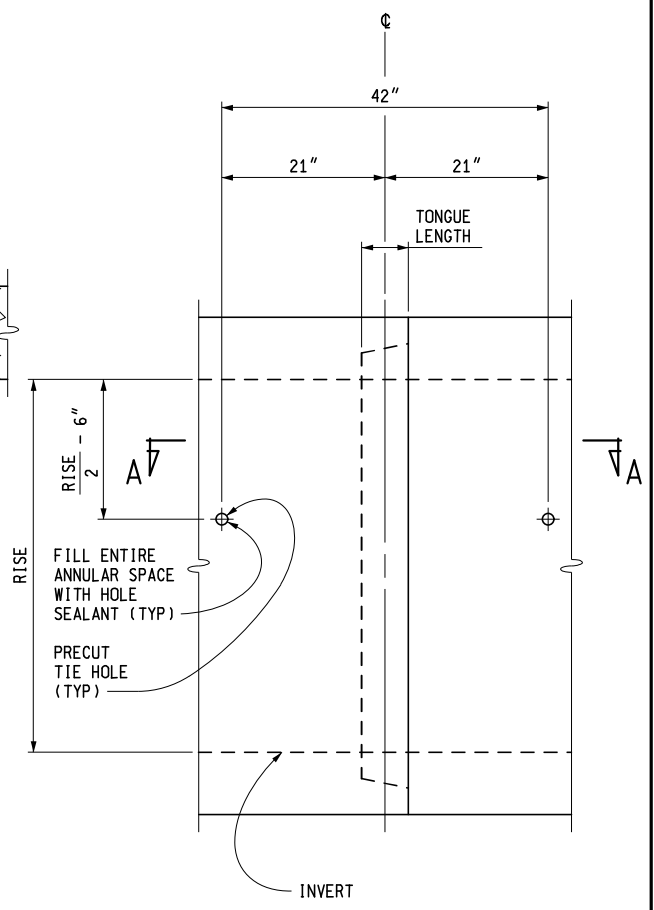
SECTION A-A
SINGLE CONNECTION TIE



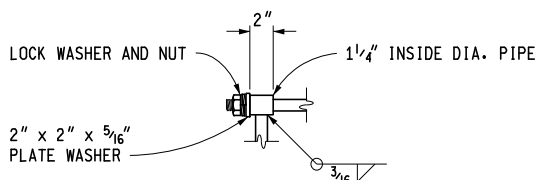
SECTION A-A
DOUBLE CONNECTION TIE



OPTIONAL RECESS DETAIL



BOX CULVERT
TIE HOLE LOCATION



DETAIL A

NOTES:
JOINT TIE ASSEMBLIES ARE LOCATED ON THE SIDES OF CULVERTS ONLY.
JOINT TIE ASSEMBLIES TO BE USED TO ONLY HOLD CULVERT SECTIONS TOGETHER, NOT FOR PULLING SECTIONS TIGHT.



PREPARED BY
DESIGN DIVISION
DRAWN BY: B.L.T.
CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR
Paul C. Ajegba

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MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

BOX CULVERT
JOINT TIE ASSEMBLIES

5-18-2020
F.H.W.A. APPROVAL

6-20-2019
PLAN DATE

R-84-A

SHEET
1 OF 1

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONSTRUCTION DAM AND BYPASS PUMPING

CFS:TWK

1 of 2

APPR:DMG:DBP:01-26-21

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. Ensure this work is in accordance with sections 208 and 704 of the Standard Specifications for Construction, Michigan Department of Environment, Great Lakes, and Energy (EGLE) Permit, as directed by the Engineer and this special provision.

b. Materials. Ensure steel sheet piling is 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. Furnish materials in accordance with the following sections of the Standard Specifications for Construction as applicable:

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

c. Construction. Install a construction dam, at the locations shown on the plans, to provide a dry construction site. The construction dam must only consist of one of the following: steel sheet piling, stone/sand bags, or a Department 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 of the Standard Specifications for Construction, 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. Perform the dewatering and bypass pumping operations in a proper and predetermined sequence such as to create a dry and stable area to work in. Ensure dewatering and bypass pumping is performed and sufficiently maintained to not cause damage to upstream or downstream properties, utilities and pavements. Ensure the consequences of surface runoff and surface flood water caused by climatic conditions are taken into consideration in designing the dewatering and bypass pumping system.

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

maintained and removed in accordance with section 208 of the Standard Specifications for Construction.

A series of gravel filter berms may also be necessary for use in conjunction with the sediment basin to filter the water prior to re-entry into the watercourse.

Ensure the sediment basin and gravel filter berms are of adequate size to still the water for a sufficient time to remove the suspended particles. If the water returning to the watercourse remains turbid, the sediment basin may need to be expanded. A second sediment basin may be required in conjunction with a filter bag, in addition to the original sediment basin and gravel filter berms.

Discharging sediment laden water to a watercourse is prohibited.

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

Pay Item	Pay Unit
Construction Dam.....	Each
Bypass Pumping	Each

1. **Construction Dam** includes designing, furnishing, installing, maintaining, and removing the temporary construction dam, including dewatering and filtration as noted in this special provision. The pay unit each for **Construction Dam** includes both the upstream dam and the downstream dam to isolate the construction area and provide a dry construction site.

2. **Bypass Pumping** includes designing, furnishing, installing, maintaining, and removing the required materials, supplies, and equipment needed to maintain the watercourse while the construction dam(s) are in place. Also included in the contract unit price for **Bypass Pumping** is the design, construction, maintenance, and removal of the sediment basin, gravel filter berms or filter bag required to settle or filter out sediment prior to discharging back to the watercourse. If a larger or second sediment basin in conjunction with a filter bag is required to reduce sediment, this work will not be paid for separately but will be considered included in the pay item for **Bypass Pumping**. **Bypass Pumping** will be paid for on an each basis for each dry construction site created.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SLOPE RESTORATION, NON-FREEWAY

RSD:JLB

1 of 4

APPR:DMG:NJM:08-25-21

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, permanent turf reinforcement mat (TRM), bonded fiber matrix (BFM), or modified mulch blanket to those areas. Ensure turf establishment is in accordance with section 816 and 917 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. Furnish the following materials on this project:

1. Seeding mixture as called for on the plans.
2. Chemical fertilizer nutrient, Class A.
3. Topsoil either furnished or salvaged. Remove any stones greater than 1/2 inch in diameter or other debris from all topsoil.
4. Mulching material.
5. Permanent Turf Reinforcement Mat (TRM) must be 100 percent synthetic and consist of 100 percent 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:

<u>Property</u>	<u>Test Method</u>	<u>Requirement</u>
Mass/Unit Area	ASTM D6566	10 oz/syd
Ultraviolet Stability @ 1000 hrs	ASTM D4355/D4355M	80 percent
Tensile Strength (MD)	ASTM D6818	165 lbs/ft

Acceptance. Supply a General Certification for the permanent TRM from one of the following manufacturers or approved equal:

Recyclex TRM	American Excelsior Co., Arlington, TX	(800) 777-7645
P300 TRM	North American Green, Poseyville, IN	(800) 772-2040
Landlok 450 TRM	Propex, Inc., Chattanooga, TN	(800) 621-1273
Excel PP5-10 TRM	Western Excelsior, Evansville, IN	(866) 540-9810
Vmax P550 TRM	North American Green, Poseyville, IN	(800) 772-2040

6. Bonded Fiber Matrix (BFM). Furnish a product from the list below or an approved

equal.

Soil Guard	Mat Inc., Floodwood, MN	(888) 477-3028
HydroStraw BFM	HydroStraw, LLC, Rockford, WA	(800) 545-1755
HydraMax	North American Green, Poseyville, IN	(800) 772-2040
Bindex BFM	American Excelsior Co., Arlington, TX	(800) 777-7645
ProMatrix EFM	Profile Products LLC, Buffalo Grove, IN	(800) 508-8681

If multiple grades of the selected product are available, use the grade appropriate for the application as approved by the Engineer.

Approved equal BFM must consist of long strand, virgin wood fibers (90 percent by weight) bound together by a pre-blended, high-strength polymer adhesive (10 percent by weight). The virgin wood fibers will be thermally refined from clean whole wood chips. Ensure the organic binders are a high-viscosity colloidal polysaccharide tackifier with activating agents to render the resulting matrix insoluble upon drying.

7. Modified Mulch Blanket. Where modified mulch blanket is required, provide an excelsior mulch blanket free of chemical additives. Ensure the netting thread is 100 percent biodegradable and manufactured with non-plastic materials such as jute, sisal, or coir fiber. Degradable, photodegradable, UV-degradable, oxo-degradable, or oxo-biodegradable plastic netting including polypropylene, nylon, polyethylene, and polyester is not an acceptable alternative. All netting materials must have a loose weave design with movable junctions between the machine and cross-machine direction twines that move independently and reduce the potential for wildlife entanglement.

c. Construction. Ensure construction methods are 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 specified 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 ensure 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, fill this additional depth using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Ensure topsoil is 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 two tons per acre. Place mulch anchoring over the mulch at a rate specified in subsection 816.03.F of the Standard Specifications for Construction. Place mulch blanket and high velocity mulch blanket in accordance with subsection 816.03.G of the Standard Specifications for Construction and Standard Plan R-100 Series.

Install areas constructed with the TRM on prepared (seeded) grades as shown on the plans in accordance with the manufacturer's published installation guidelines. Anchor the top edge of the TRM in a minimum six-inch deep trench. Operation of equipment on the slope is prohibited after placement of the TRM. No credit for splices, overlaps, tucks, or wasted material will be made.

Mix the BFM and organic binders thoroughly at a rate of 40 pounds for each 100 gallons of water or as otherwise recommended by the manufacturer. Hydraulically apply the BFM slurry in successive layers, from two or more directions, to fully cover 100 percent of the soil surface. Ensure the minimum application rate is at least 3000 pounds of BFM for each acre or otherwise apply in accordance with the manufacturer’s recommendations as appropriate depending on site conditions.

Do not apply BFM on saturated soils or immediately before, during, or after rainfall.

Install modified mulch blanket in accordance with the manufacturer’s published guidelines and as directed by the Engineer.

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 treatment. This replacement will be paid for as additional work using the applicable contract pay items.

If an area washes out for reasons attributable to the Contractor’s activity or failure to take proper precautions, replacement will be at no cost to the contract.

The Engineer will inspect the seeded turf to ensure it is well-established, 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.

Provide weed control, if weeds are determined by the Engineer to cover more than 10 percent of the total area of slope restoration, in accordance with subsection 816.03.I of the Standard Specifications for Construction. Weed control will be at no additional cost to the contract.

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

Pay Item	Pay Unit
Slope Restoration, Non-Freeway, Type __	Square Yard

1. Place **Slope Restoration, Non-Freeway, 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, Non-Freeway, Type A** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; Mulch; and Mulch Anchoring.

2. Place **Slope Restoration, Non-Freeway, Type B** parallel (8 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, as shown on the plans, or as directed by the Engineer. **Slope Restoration, Non-Freeway, Type B** will be measured by area in square yards in place. **Slope Restoration, Non-Freeway, Type B** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; and Mulch Blanket.

3. Place **Slope Restoration, Non-Freeway, Type C** in areas that have a 1 on 2 slope, any ditch with a grade of 1.5 percent to 3 percent as shown on the plans, or as directed by the Engineer. **Slope Restoration, Non-Freeway, Type C** will be measured by area in square yards in place. **Slope Restoration, Non-Freeway, Type C** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; and Mulch Blanket, High Velocity.

4. Place **Slope Restoration, Non-Freeway, Type D** in areas that have a slope steeper than 1 on 2, any ditch with a grade steeper than 3 percent as shown on the plans, or as directed by the Engineer. **Slope Restoration, Non-Freeway, Type D** will be measured by area in square yards in place. **Slope Restoration, Non-Freeway, Type D** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; and Turf Reinforcement Mat.

5. Place **Slope Restoration, Non-Freeway, Type E** as shown on the plans, or as directed by the Engineer and measured by area in square yards in place. **Slope Restoration, Non-Freeway, Type E** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; and Bonded Fiber Matrix.

6. Place **Slope Restoration, Non-Freeway, Type F** as shown on the plans, or as directed by the Engineer and measured by area in square yards in place. **Slope Restoration, Non-Freeway, Type F** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; and modified Mulch Blanket.

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. **2026 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 Bessemer Township and Ironwood Township; 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. '2026 Countywide Culvert Installation Services BID'
 - b. Typical Drawings
 - c. EGLE Culvert Permits
 - d. Special Provisions
 - e. Performance Bond
 - f. Payment Bond
 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 **September 25, 2026** and completed and ready for final payment on or before **September 25, 2026**. *See progress clause for more details.*

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 \$800 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	\$ 2,000,000
General Aggregate	\$ 2,000,000

- 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.

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>):</p> <p>200 N Moore Street</p> <p>Courthouse Annex</p> <p>Bessemer, MI 49911</p>	<p>Contract</p> <p>Description (<i>name and location</i>):</p> <p>2026 Countywide Culvert Installation Services</p> <p>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: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><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**

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>): 2026 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**