

GOGEBIC COUNTY ROAD COMMISSION
2020 Lake Road and Stagecoach Road 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 2020 Lake Road and Stagecoach Culvert Installation Services in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

1. NOTICE TO BIDDERS

GCRC Bidding Instructions

The intent of the bid is to install 5 culverts on Lake Road between lower Powers Road and Oman's Creek Bridge (Ironwood Township). Contractor shall provide all necessary labor, equipment and materials (except as follows) to install culverts properly in accordance with the MDOT "2012" Standard Specifications for Construction (Standard Specifications), except as modified herein.

2. GENERAL INFORMATION

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

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

3. DESCRIPTION OF WORK

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

Mobilization, Max

1 LS for each Project Location.

Construction Dam

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

Bypass Pumping

Per MDOT Special Provision for Construction Dam and Bypass Pumping.

Embankment, CIP

The work shall consist of constructing Embankment and compacting in place in 12 inch layers to 95% M.U.W. compaction as described in the Standard Specifications. Install to within 24" of the finished grade. Match existing roadway foreslopes shown on the plans.

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

Excavation, Earth

Contractor shall remove excavated material from trench and stockpile in suitable location(s) along the roadway. Excavated material may be used for embankment unless it is deemed unsuitable for road embankment by the Engineer. Contractor shall take measures to not contaminate embankment material with organics or other foreign material. Contractor shall be responsible for protecting embankment from the elements (moisture) in order to preserve the existing material for embankment.

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

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

Subbase, CIP

Install Subbase, CIP as shown on the plans.

Aggregate Base, inch

MDOT 22A gradation. Install aggregate base as shown on the plans.

Recycled Asphalt Millings, 3 Inch

Work shall consist of placing Recycled Asphalt Millings as shown on plans at compacted depth of at least 3 inches to match existing roadway at each side of the culvert trench. Typical section includes width of 26 feet, 4% crown, highpoint at centerline. Wedging may be required in specific areas to correct areas with severe rutting and/or for crown correction.

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

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

Price includes trucking, placing of milling material and compaction.

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

Geotextile, Stabilization

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

Culv, Cl , inch, Installation

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

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

Culv, CSP Arch, Cl , inch, Installation

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

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

HMA Surface, Rem

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

Riprap.

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

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

Erosion Control

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

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

Slope Restoration

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

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

Traffic Control

Traffic Control shall include the following per the Standard Specifications: Maintaining Traffic, Minor Traf Devices, Traffic Regulator Control, barrels, barricades, signage, etc... as needed for Traffic Control.

Lake Road and East Shore Road shall be closed to traffic during the installation of the culvert. Contractor shall submit traffic control plan for approval prior to construction. Contractor shall provide the barricades and signage for road closure, as approved by Engineer. Contractor to provide a minimum of 48 hour notice prior to construction, for public announcement(s).

At a minimum: the project areas shall be signed / barricaded per MUTCD and advanced signage shall be placed at key locations for traffic to be able to turn around. I.E.: STH 122 / CTH A, Lake / Airport, Lake Vanderhagen, East Shore / Stagecoach, and Stagecoach just north of US-2 intersection.

Contractor is responsible for the culvert construction site. Any trench opening or other hazards left open or unattended after normal working hours shall be fenced and protected. Contractor shall keep local homeowners updated on the project schedule as it progresses.

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

4. PROGRESS CLAUSE

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

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

Completion of culvert installation shall be as follows:

- A. Lake Road Culverts: **Final completion: on or before 10/31/2020**

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

5. METHOD OF MEASUREMENT AND PAYMENT

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

6. BID DEADLINE

Sealed bids for the **2020 Lake Road Culvert Installation Services** will be received by the Gogebic County Road Commission, Courthouse Annex, Bessemer, MI 49911 until **11:00 A.M., central time on Thursday, July 9, 2020**. All bids shall be publicly opened and read aloud at said office at that time.

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

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

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

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

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

A) Lake Road L30 Culvert (Ironwood Township)

| ITEM DESCRIPTION | APPROX QUANTITY | UNIT | UNIT PRICE | BID AMOUNT |
|---|-----------------|------|------------|------------|
| Mobilization, Max | 1 | LSum | _____ | _____ |
| Construction Dam | 1 | Each | _____ | _____ |
| Bypass Pumping | 1 | Each | _____ | _____ |
| Culv, Rem, Less Than 24 inch | 1 | Each | _____ | _____ |
| Culv, Rem, 24 inch to 48 inch | 1 | Each | _____ | _____ |
| Embankment, CIP | 1 | LSum | _____ | _____ |
| Excavation, Earth | 1 | LSum | _____ | _____ |
| Subbase, CIP | 104 | Cyd | _____ | _____ |
| Aggregate Base, 9 inch | 176 | Syd | _____ | _____ |
| Recycled Asphalt Millings, 3 Inch | 176.2 | Syd | _____ | _____ |
| Geotextile, Stabilization | 332 | Syd | _____ | _____ |
| Culv, CI C, Conc, 36 Inch, Installation | 88 | Ft | _____ | _____ |
| HMA Surface, Rem | 150 | Syd | _____ | _____ |
| Erosion Control | 1 | LSum | _____ | _____ |
| Riprap, Heavy | 80 | Syd | _____ | _____ |
| Slope Restoration | 1 | LSum | _____ | _____ |
| Traffic Control | 1 | Lsum | _____ | _____ |
| A) TOTAL BID (Lake Road L30 Culvert) | | | _____ | _____ |

B) Lake Road L31 Culvert (Ironwood Township)

| ITEM DESCRIPTION | APPROX QUANTITY | UNIT | UNIT PRICE | BID AMOUNT |
|---|--------------------|------|---------------|------------|
| Mobilization, Max | 1 | LSum | _____ | _____ |
| Construction Dam | 1 | Each | _____ | _____ |
| Bypass Pumping | 1 | Each | _____ | _____ |
| Culv, Rem, 24 inch to 48 inch | 1 | Each | _____ | _____ |
| Embankment, CIP | 1 | LSum | _____ | _____ |
| Excavation, Earth | 1 | LSum | _____ | _____ |
| Subbase, CIP | 86 | Cyd | _____ | _____ |
| Aggregate Base, 9 inch | 145 | Syd | _____ | _____ |
| Recycled Asphalt Millings, 3 Inch | 144.4 | Syd | _____ | _____ |
| Geotextile, Stabilization | 273 | Syd | _____ | _____ |
| Culv, CI C, Conc, 36 Inch, Installation | 80 | Ft | _____ | _____ |
| HMA Surface, Rem | 123 | Syd | _____ | _____ |
| Erosion Control | 1 | LSum | _____ | _____ |
| Riprap, Heavy | 70 | Syd | _____ | _____ |
| Slope Restoration | 1 | LSum | _____ | _____ |
| Traffic Control | 1 | Lsum | _____ | _____ |
| B) TOTAL BID (Lake Road L31 Culvert) | | | | _____ |

C) Lake Road L32 Culvert (Ironwood Township)

| ITEM DESCRIPTION | APPROX QUANTITY | UNIT | UNIT PRICE | BID AMOUNT |
|---|------------------------|-------------|-------------------|-------------------|
| Mobilization, Max | 1 | LSum | _____ | _____ |
| Construction Dam | 1 | Each | _____ | _____ |
| Bypass Pumping | 1 | Each | _____ | _____ |
| Culv, Rem, 24 inch to 48 inch | 1 | Each | _____ | _____ |
| Embankment, CIP | 1 | LSum | _____ | _____ |
| Excavation, Earth | 1 | LSum | _____ | _____ |
| Subbase, CIP | 79 | Cyd | _____ | _____ |
| Aggregate Base, 9 inch | 133 | Syd | _____ | _____ |
| Recycled Asphalt Millings, 3 Inch | 132.9 | Syd | _____ | _____ |
| Geotextile, Stabilization | 251 | Syd | _____ | _____ |
| Culv, CI C, Conc, 30 Inch, Installation | 88 | Ft | _____ | _____ |
| HMA Surface, Rem | 113 | Syd | _____ | _____ |
| Erosion Control | 1 | LSum | _____ | _____ |
| Riprap, Heavy | 75 | Syd | _____ | _____ |
| Slope Restoration | 1 | LSum | _____ | _____ |
| Traffic Control | 1 | Lsum | _____ | _____ |
| C) TOTAL BID (Lake Road L32 Culvert) | | | | _____ |

D) Lake Road L32a Culvert (Ironwood Township)

| ITEM DESCRIPTION | APPROX QUANTITY | UNIT | UNIT PRICE | BID AMOUNT |
|--|------------------------|-------------|-------------------|-------------------|
| Mobilization, Max | 1 | LSum | _____ | _____ |
| Construction Dam | 1 | Each | _____ | _____ |
| Bypass Pumping | 1 | Each | _____ | _____ |
| Culv, Rem, 24 inch to 48 inch | 1 | Each | _____ | _____ |
| Embankment, CIP | 1 | LSum | _____ | _____ |
| Excavation, Earth | 1 | LSum | _____ | _____ |
| Subbase, CIP | 36 | Cyd | _____ | _____ |
| Aggregate Base, 9 inch | 94 | Syd | _____ | _____ |
| Recycled Asphalt Millings, 3 Inch | 86.7 | Syd | _____ | _____ |
| Geotextile, Stabilization | 114 | Syd | _____ | _____ |
| Culv, Cl B, 24 Inch, Installation | 68 | Ft | _____ | _____ |
| HMA Surface, Rem | 74 | Syd | _____ | _____ |
| Erosion Control | 1 | LSum | _____ | _____ |
| Riprap, Plain | 8 | Syd | _____ | _____ |
| Slope Restoration | 1 | LSum | _____ | _____ |
| Traffic Control | 1 | Lsum | _____ | _____ |
| D) TOTAL BID (Lake Road L32a Culvert) | | | | _____ |

E) Lake Road L33 Culvert (Ironwood Township)

| ITEM DESCRIPTION | APPROX QUANTITY | UNIT | UNIT PRICE | BID AMOUNT |
|---|------------------------|-------------|-------------------|-------------------|
| Mobilization, Max | 1 | LSum | _____ | _____ |
| Construction Dam | 1 | Each | _____ | _____ |
| Bypass Pumping | 1 | Each | _____ | _____ |
| Culv, Rem, 24 inch to 48 inch | 1 | Each | _____ | _____ |
| Embankment, CIP | 1 | LSum | _____ | _____ |
| Excavation, Earth | 1 | LSum | _____ | _____ |
| Subbase, CIP | 38 | Cyd | _____ | _____ |
| Aggregate Base, 9 inch | 100 | Syd | _____ | _____ |
| Recycled Asphalt Millings, 3 Inch | 92.4 | Syd | _____ | _____ |
| Geotextile, Stabilization | 121 | Syd | _____ | _____ |
| Culv, Cl B, 36 Inch, Installation | 70 | Ft | _____ | _____ |
| HMA Surface, Rem | 79 | Syd | _____ | _____ |
| Erosion Control | 1 | LSum | _____ | _____ |
| Riprap, Plain | 4 | Syd | _____ | _____ |
| Slope Restoration | 1 | LSum | _____ | _____ |
| Traffic Control | 1 | Lsum | _____ | _____ |
| E) TOTAL BID (Lake Road L33 Culvert) | | | | _____ |

TOTAL BID ITEMS A - E

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

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

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

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

Signature

(SEAL)

Typed name

Title

Attest _____

Bidder Address:

Bidder Phone Number: _____

Bids will be received until **11:00 a.m. (CST) on Thursday, July 9, 2020**. The Board will accept a fax bid at (906) 663-4807, provided it is followed by receipt of the original signed bid by mail. Bids will be opened and publicly read at the Board Room of the Gogebic County Road Commission office: 200 North More Street, Courthouse Annex, Bessemer, MI 49911. Any bids received after the time and date stated above will not be accepted. The Board reserves the right to reject or accept any bid or all bids or to waive irregularities and to accept any bid that, in the opinion of the Board, is to the best interest and advantage of the County of Gogebic.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONSTRUCTION DAM AND BYPASS PUMPING

C&T:TWK

1 of 2

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

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

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

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

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

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

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

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

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SLOPE RESTORATION, NON-FREEWAY

C&T:DMG

1 of 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Pay Item | Pay Unit |
|-------------------------------|-----------------|
| Slope Restoration, Type _____ | Square Yard |

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

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

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

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

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

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

CEC/PJS
4/20/17

1



2



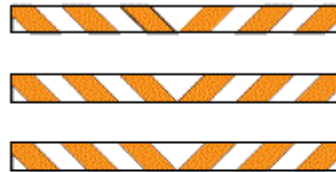
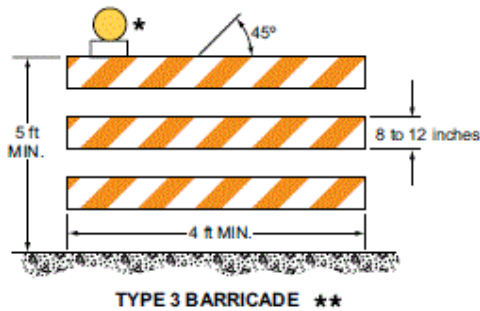
R11-3
60" x 30"

3



R11-2
48" x 30"

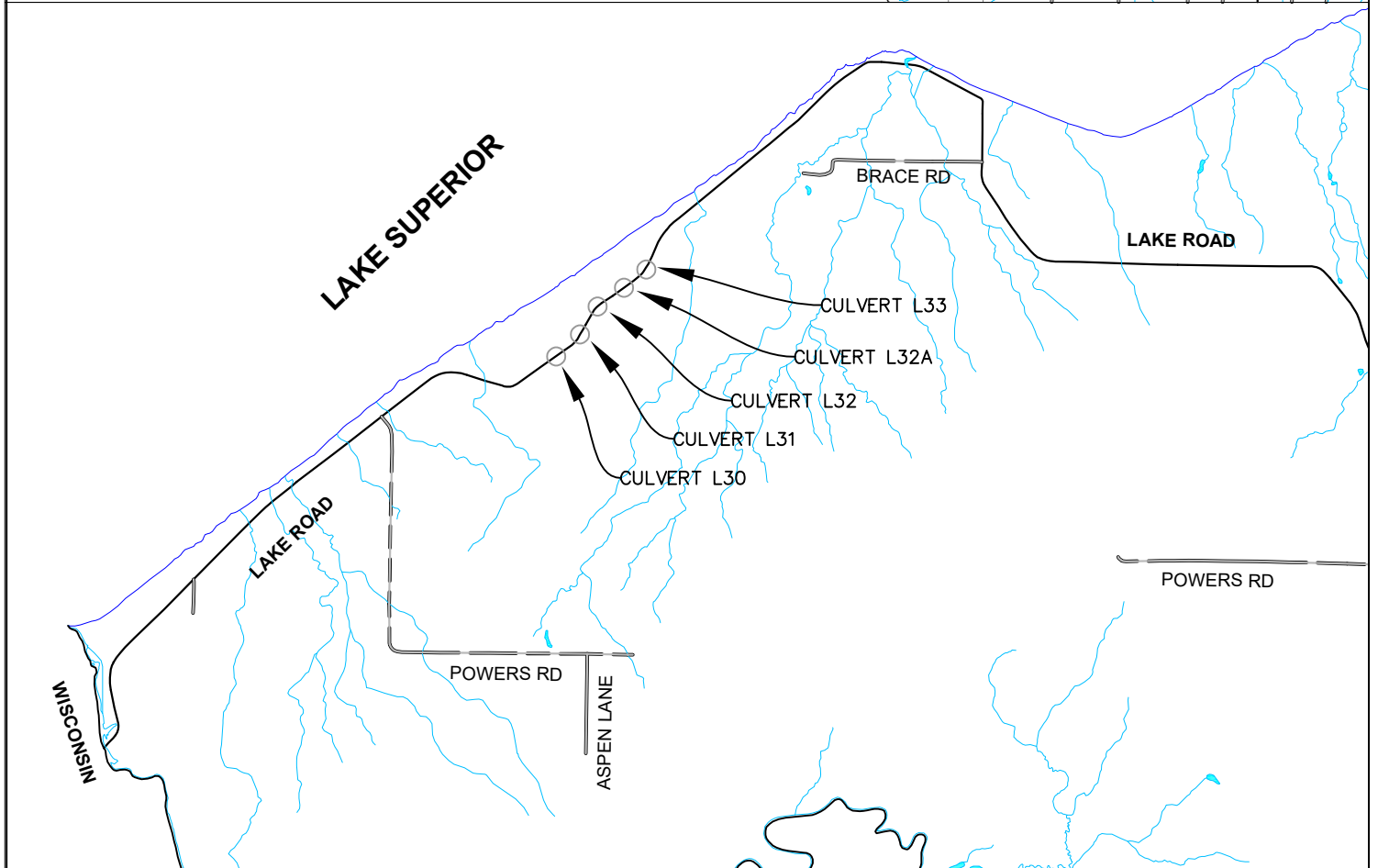
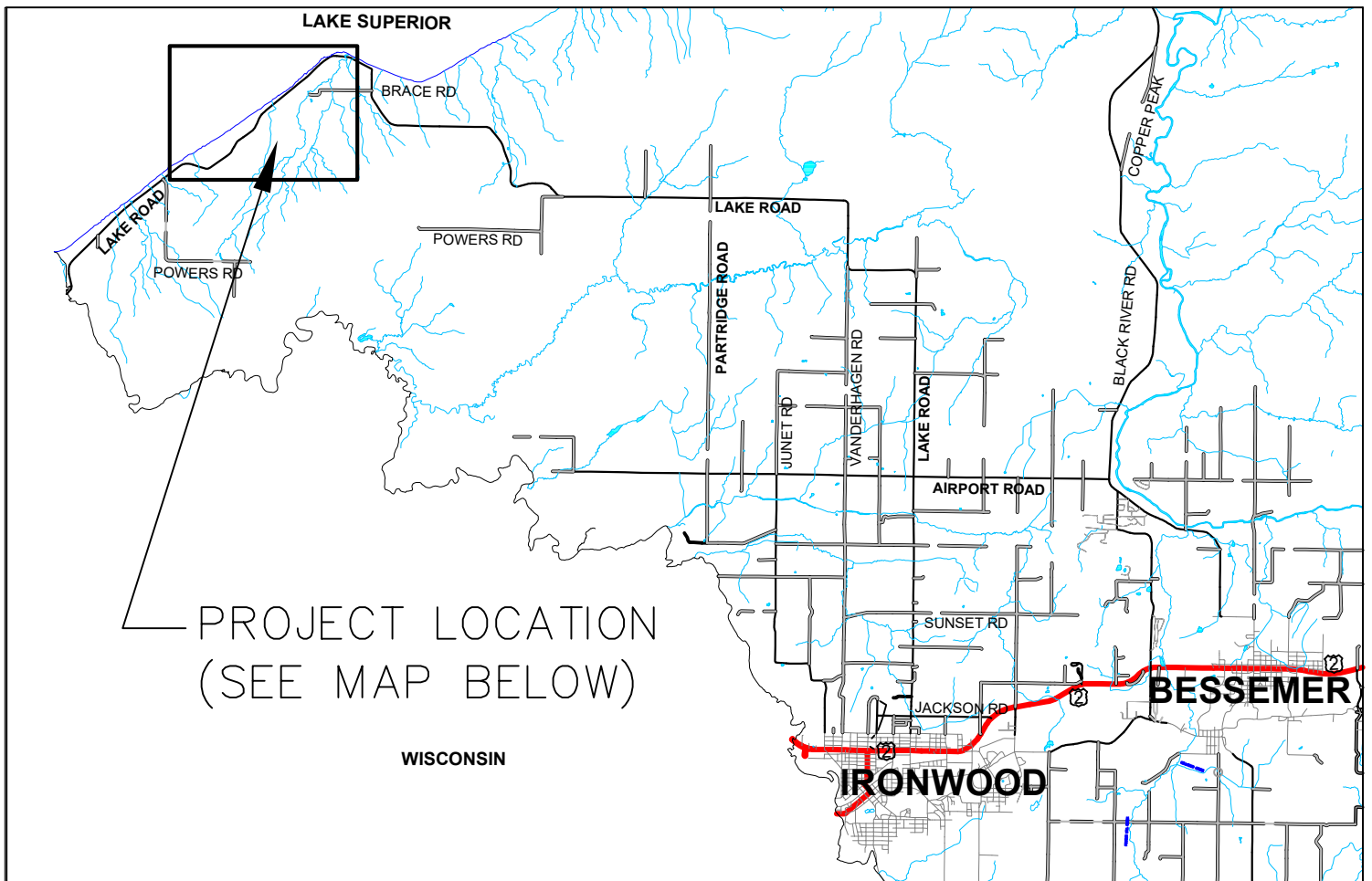
4



TOTAL CLOSURE

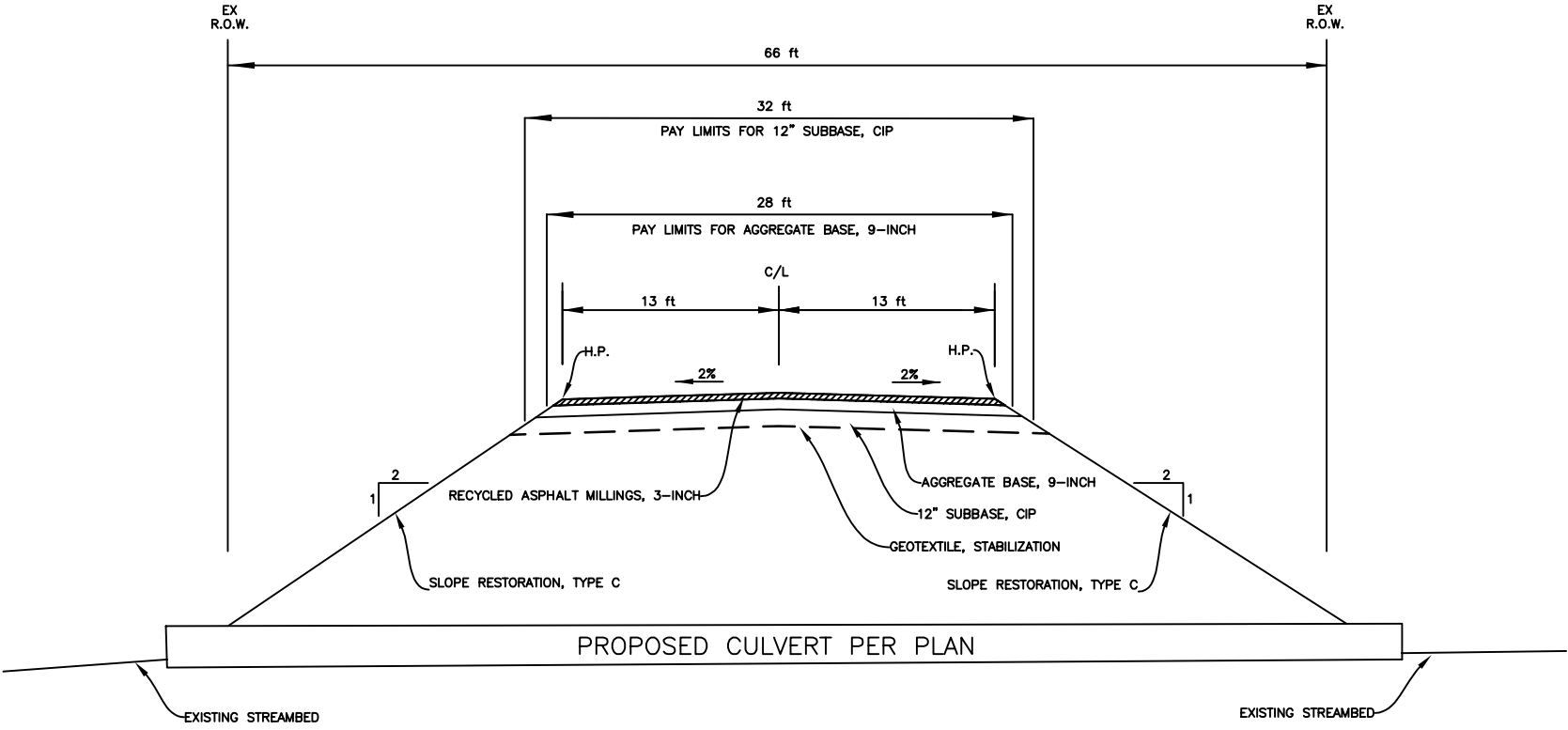
Where no turns are intended, at the point of closure and vehicles shall not pass beyond the barricade, the stripes should be positioned to slope downward toward the center of the barricade or barricades.

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



| | | | | | |
|---------------|---|--|---------|------------|------------|
| DRAWN BY: MDM | PROJECT 2020 LAKE RD CULVERT INSTALLATION | | COUNTY | MAP NUMBER | TOTAL MAPS |
| NO SCALE | LOCATION IRONWOOD TOWNSHIP | | GOGEBIC | 1 | 1 |

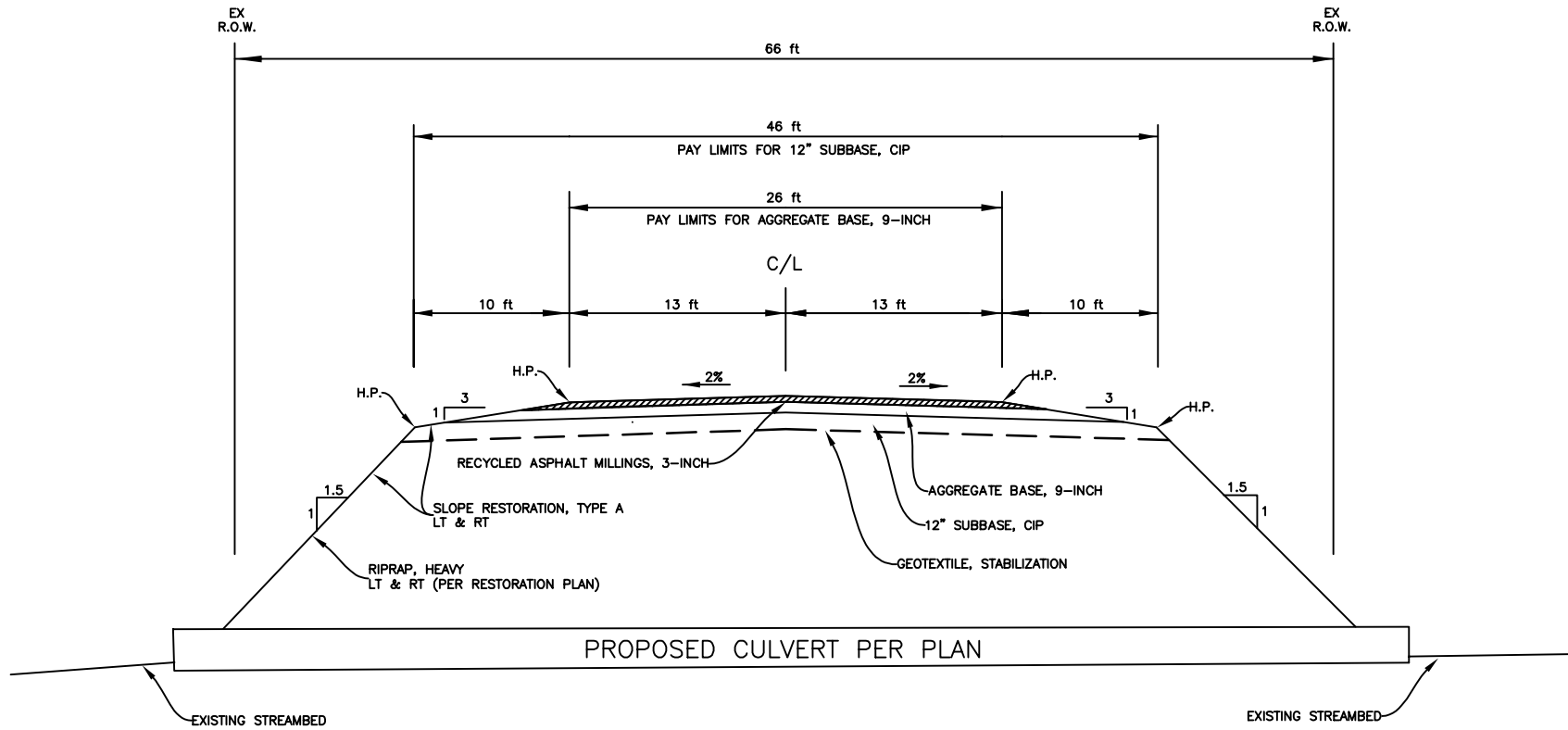
TYPICAL CULVERT PROFILE



TO APPLY:
CULVERTS L32a AND L33

| | | | | | | | |
|-----------------|--|-----------------|---------------|---------|--|--------------|--------------|
| DRAWN BY: MDM | ROAD NAME AND NUMBER LAKE ROAD CULVERT TYPICAL | CONTROL SECTION | STATE JOB NO. | COUNTY | | SHEET NUMBER | TOTAL SHEETS |
| SCALE: NO SCALE | OWNER GOGEBIC COUNTY ROAD COMMISSION | . | . | GOGEBIC | | 1 | 3 |

TYPICAL CULVERT PROFILE

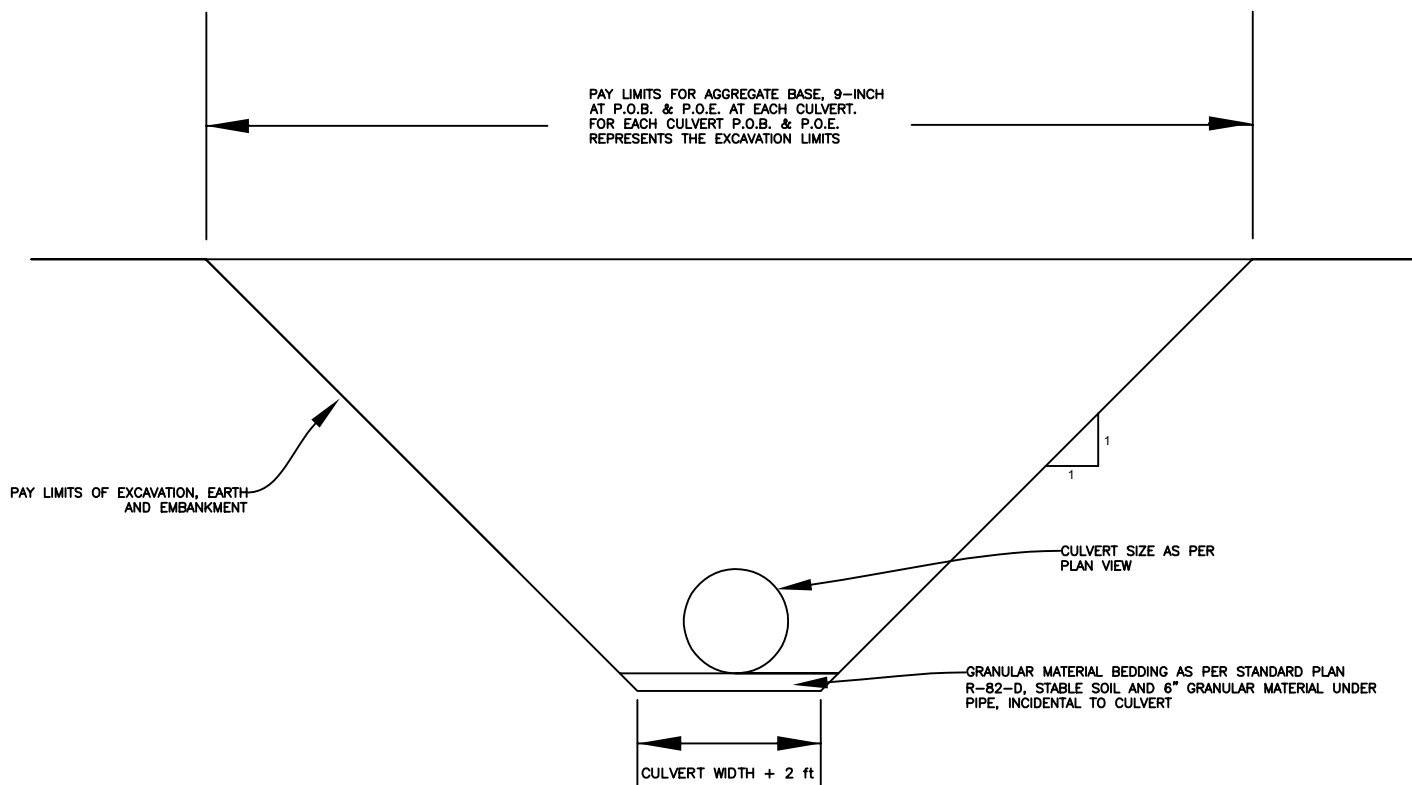


TO APPLY:

CULVERTS L30, L31, AND L32

| | | | | | | | |
|-----------------|--|-----------------|---------------|---------|--|--------------|--------------|
| DRAWN BY: MDM | ROAD NAME AND NUMBER LAKE ROAD CULVERT TYPICAL | CONTROL SECTION | STATE JOB NO. | COUNTY | | SHEET NUMBER | TOTAL SHEETS |
| SCALE: NO SCALE | OWNER GOGEBIC COUNTY ROAD COMMISSION | . | . | GOGEBIC | | 2 | 3 |

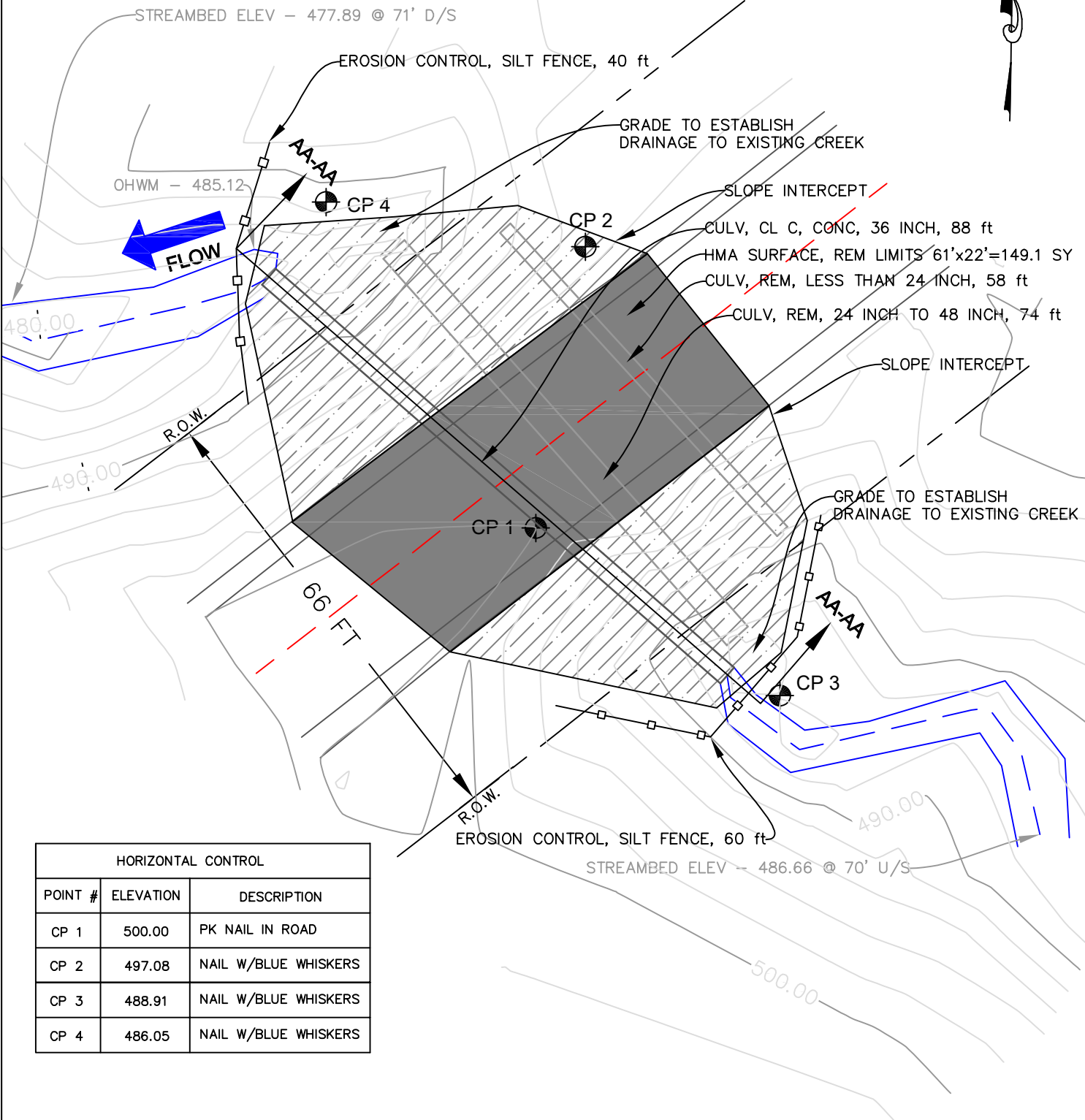
TYPICAL TRENCH SECTION



TO APPLY:

CULVERTS L30, L31, L32, L32a, AND L33

| | | | | | | | |
|-----------------|--|-----------------|---------------|---------|--|--------------|--------------|
| DRAWN BY: MDM | ROAD NAME AND NUMBER LAKE ROAD CULVERT TYPICAL | CONTROL SECTION | STATE JOB NO. | COUNTY | | SHEET NUMBER | TOTAL SHEETS |
| SCALE: NO SCALE | OWNER GOGEBIC COUNTY ROAD COMMISSION | . | . | GOGEBIC | | 3 | 3 |



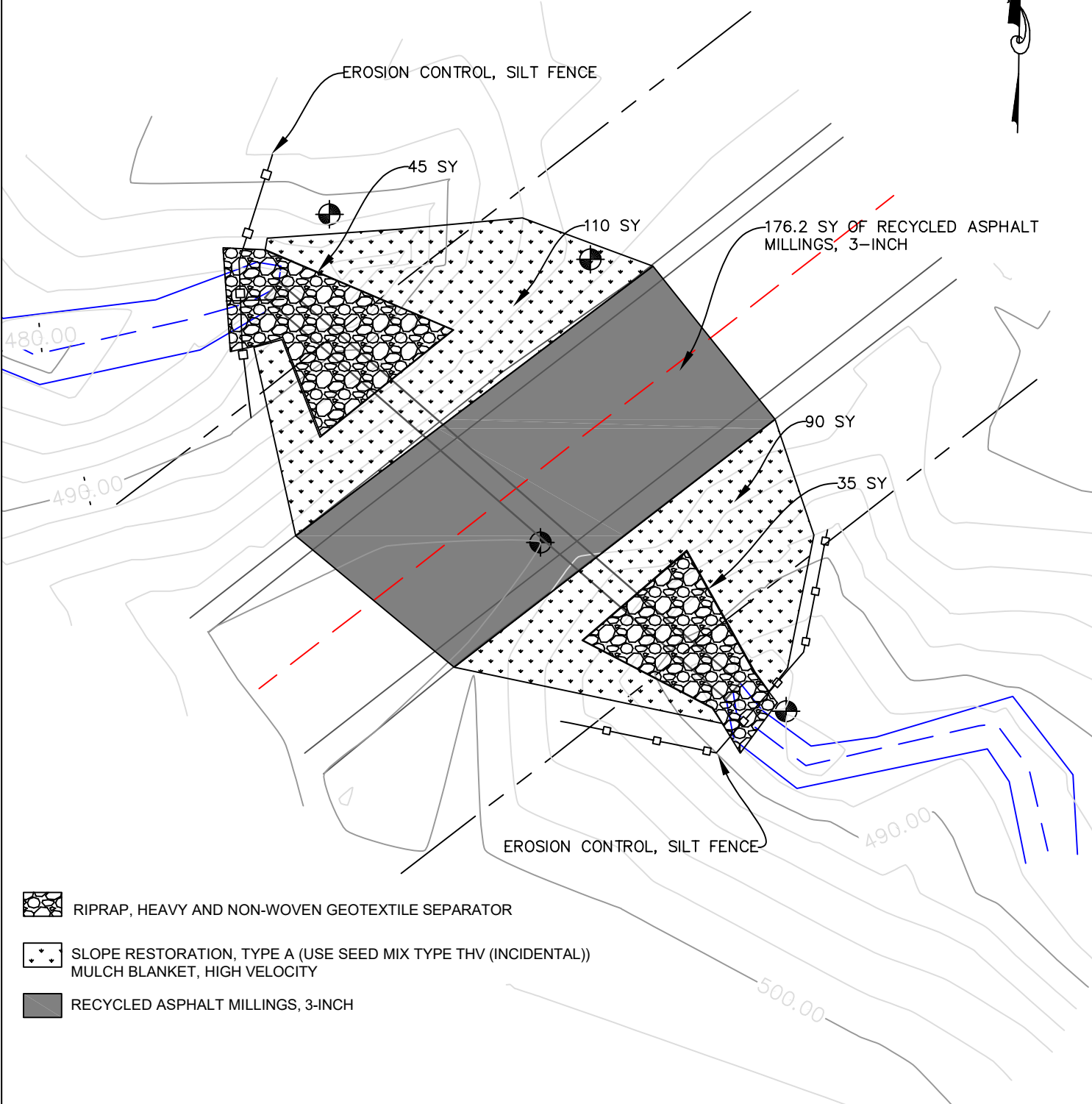
| HORIZONTAL CONTROL | | |
|--------------------|-----------|-----------------------|
| POINT # | ELEVATION | DESCRIPTION |
| CP 1 | 500.00 | PK NAIL IN ROAD |
| CP 2 | 497.08 | NAIL W/BBLUE WHISKERS |
| CP 3 | 488.91 | NAIL W/BBLUE WHISKERS |
| CP 4 | 486.05 | NAIL W/BBLUE WHISKERS |




DRAWN BY: MDM
 SCALE: 1"=20'

LAKE ROAD CULVERT L30
 GOGEBIC COUNTY ROAD COMMISSION

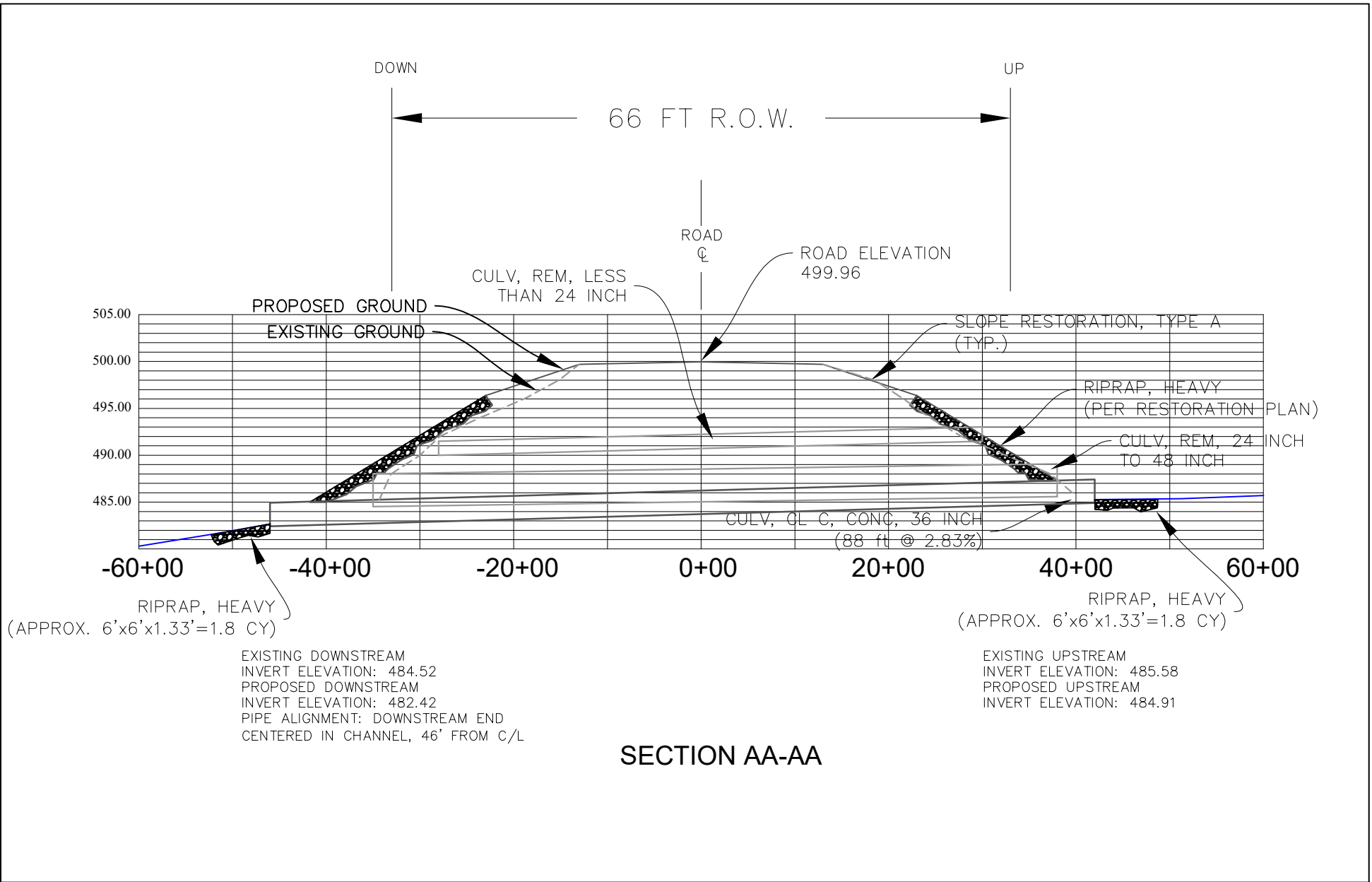
| | |
|-------------------|---------------|
| STATE PROJECT NO. | STATE JOB NO. |
| . | . |

SHEET NO.
 1 OF 3



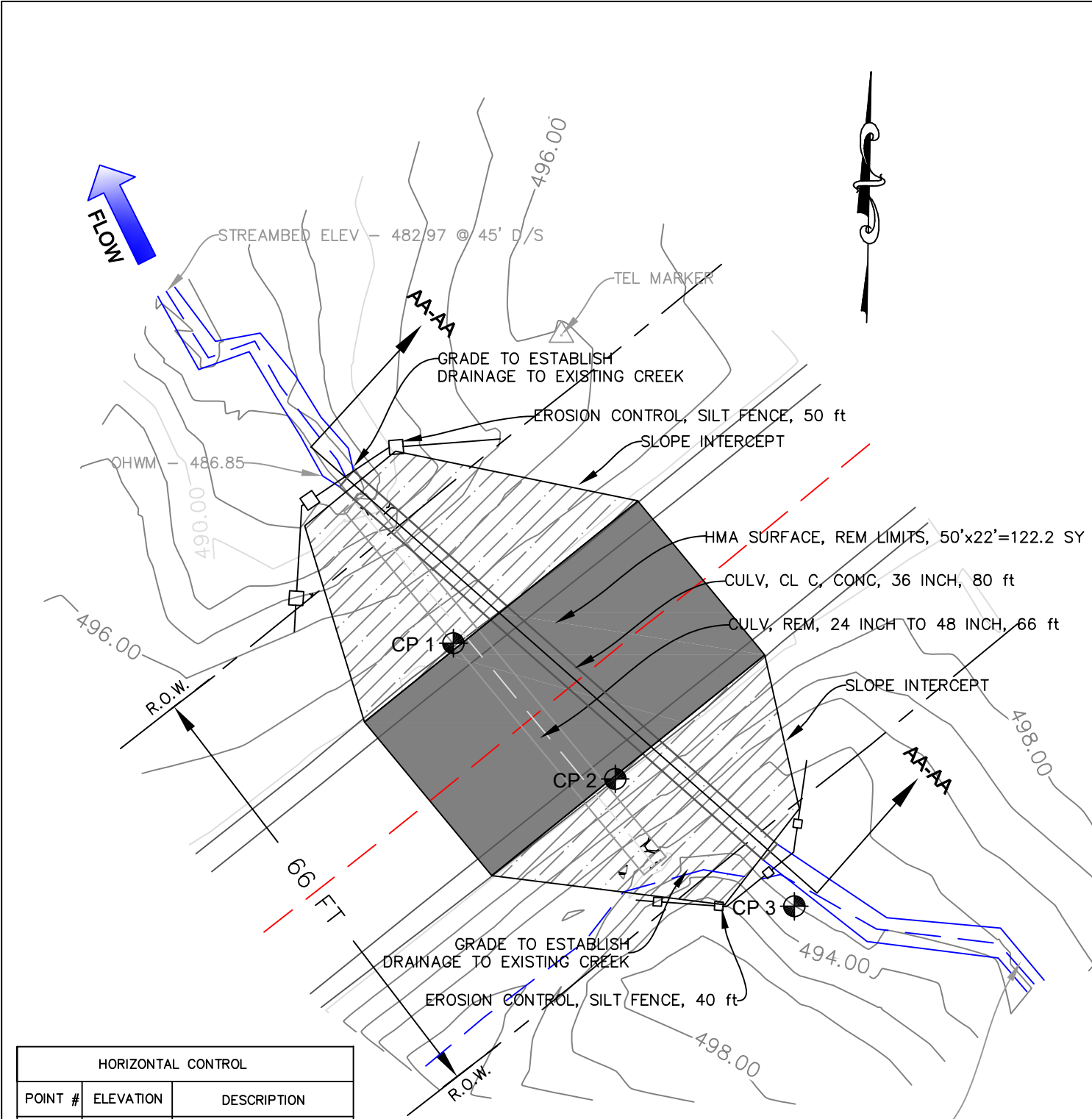
-  RIPRAP, HEAVY AND NON-WOVEN GEOTEXTILE SEPARATOR
-  SLOPE RESTORATION, TYPE A (USE SEED MIX TYPE THV (INCIDENTAL))
MULCH BLANKET, HIGH VELOCITY
-  RECYCLED ASPHALT MILLINGS, 3-INCH

| | | | | |
|---------------|-----------------------------------|----------------------|------------------|---------------------|
| DRAWN BY: MDM | LAKE ROAD CULVERT L30 RESTORATION | STATE PROJECT NO. | STATE JOB NO. | SHEET NO. 2 OF 3 |
| SCALE: 1"=20' | GOGEBIC COUNTY ROAD COMMISSION | . | . | |



SECTION AA-AA

| | | | | | | | |
|-----------------|----------------------|--------------------------------|-----------------|---------------|---------|--------------|--------------|
| DRAWN BY: MDM | ROAD NAME AND NUMBER | LAKE ROAD CULVERT L30 | CONTROL SECTION | STATE JOB NO. | COUNTY | SHEET NUMBER | TOTAL SHEETS |
| | OWNER | GOGEBIC COUNTY ROAD COMMISSION | | | | | |
| SCALE: NO SCALE | | | | | GOGEBIC | 3 | 3 |



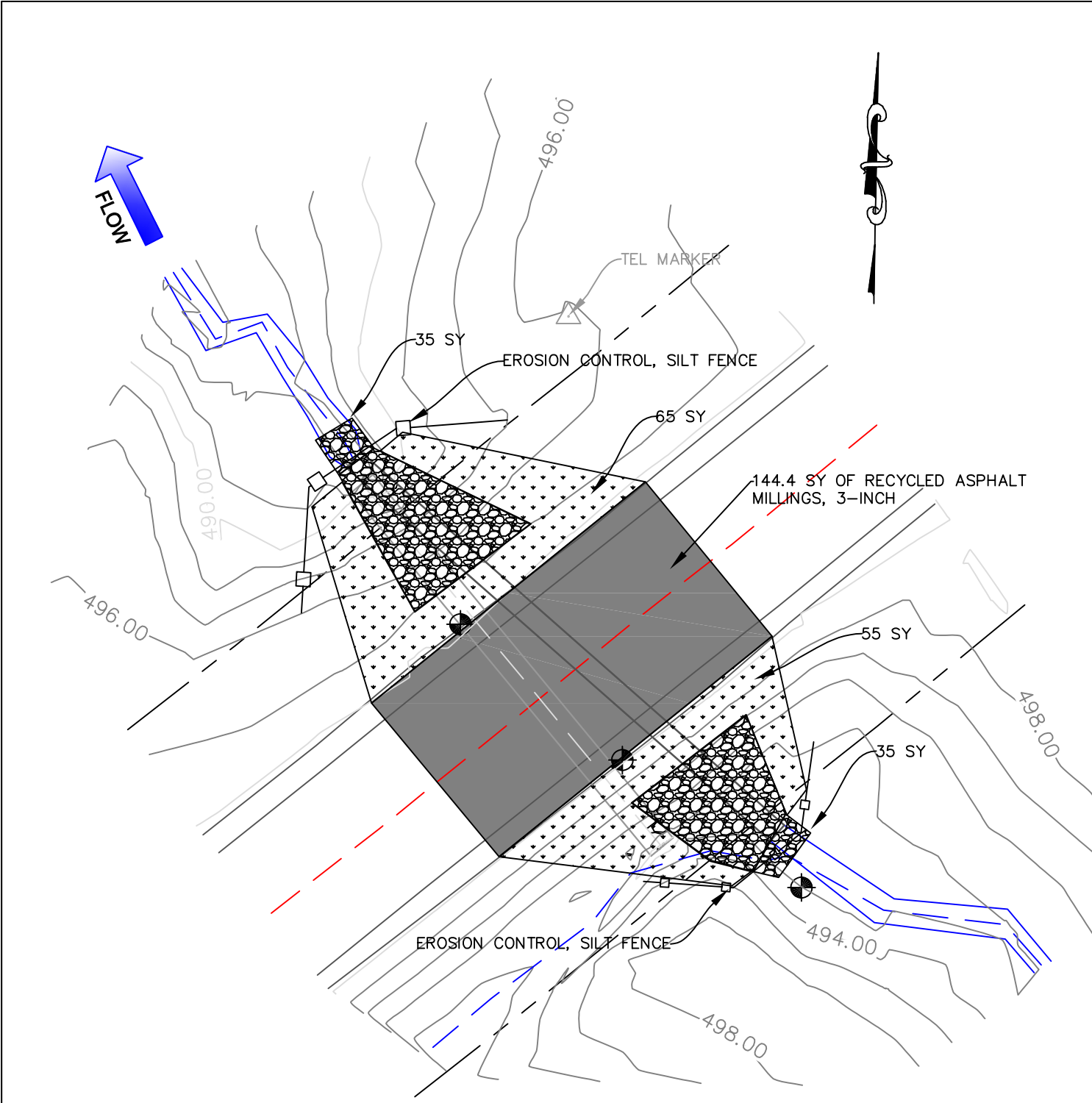
| HORIZONTAL CONTROL | | |
|--------------------|-----------|---------------------|
| POINT # | ELEVATION | DESCRIPTION |
| CP 1 | 500.00 | NAIL W/BUE WHISKERS |
| CP 2 | 500.04 | NAIL W/BUE WHISKERS |
| CP 3 | 491.66 | NAIL W/BUE WHISKERS |




DRAWN BY: MDM
 SCALE: 1"=20'

LAKE ROAD CULVERT L31
 GOGEBIC COUNTY ROAD COMMISSION

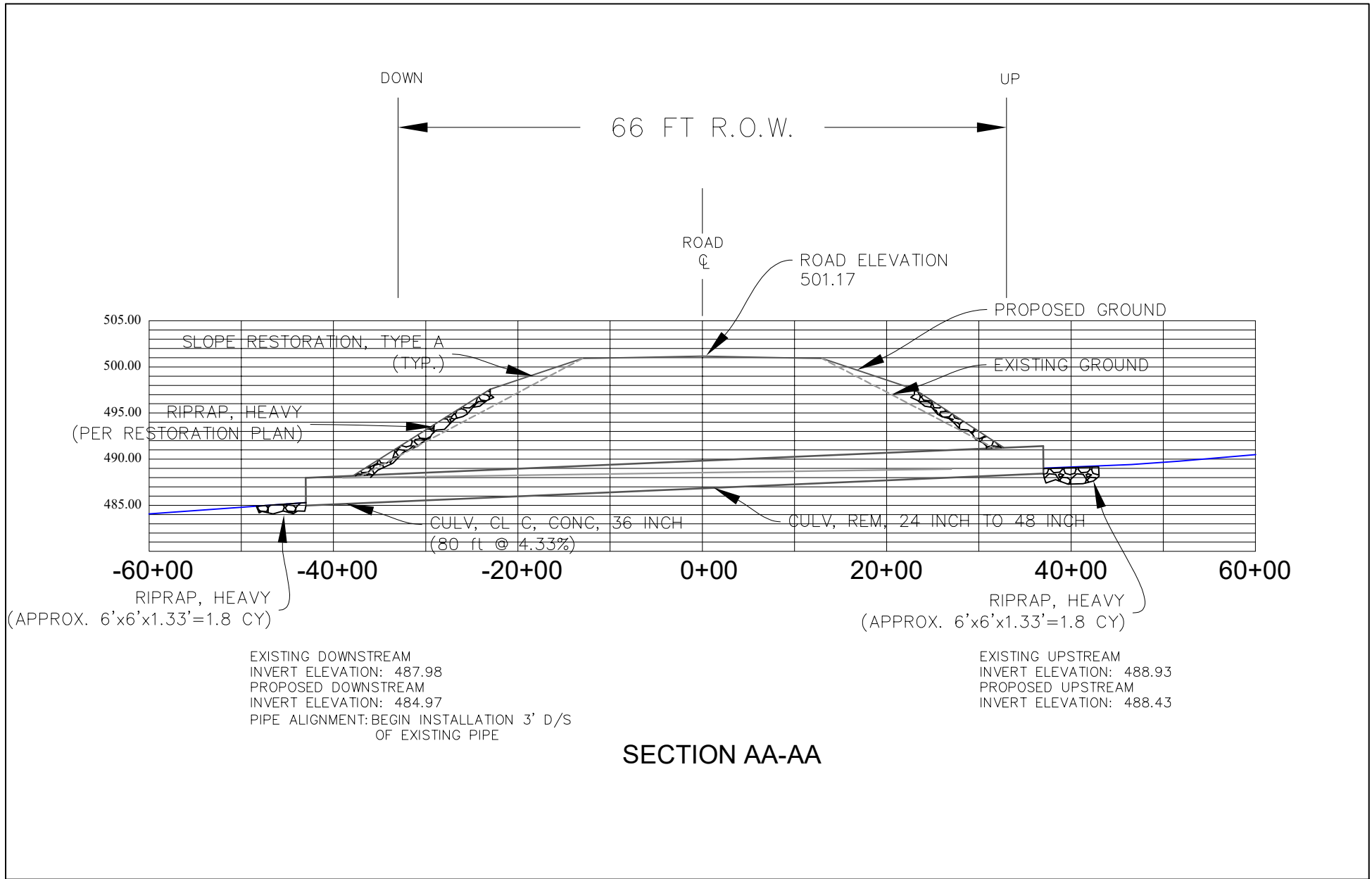
| | |
|-------------------|---------------|
| STATE PROJECT NO. | STATE JOB NO. |
| . | . |

SHEET NO.
 1 OF 3

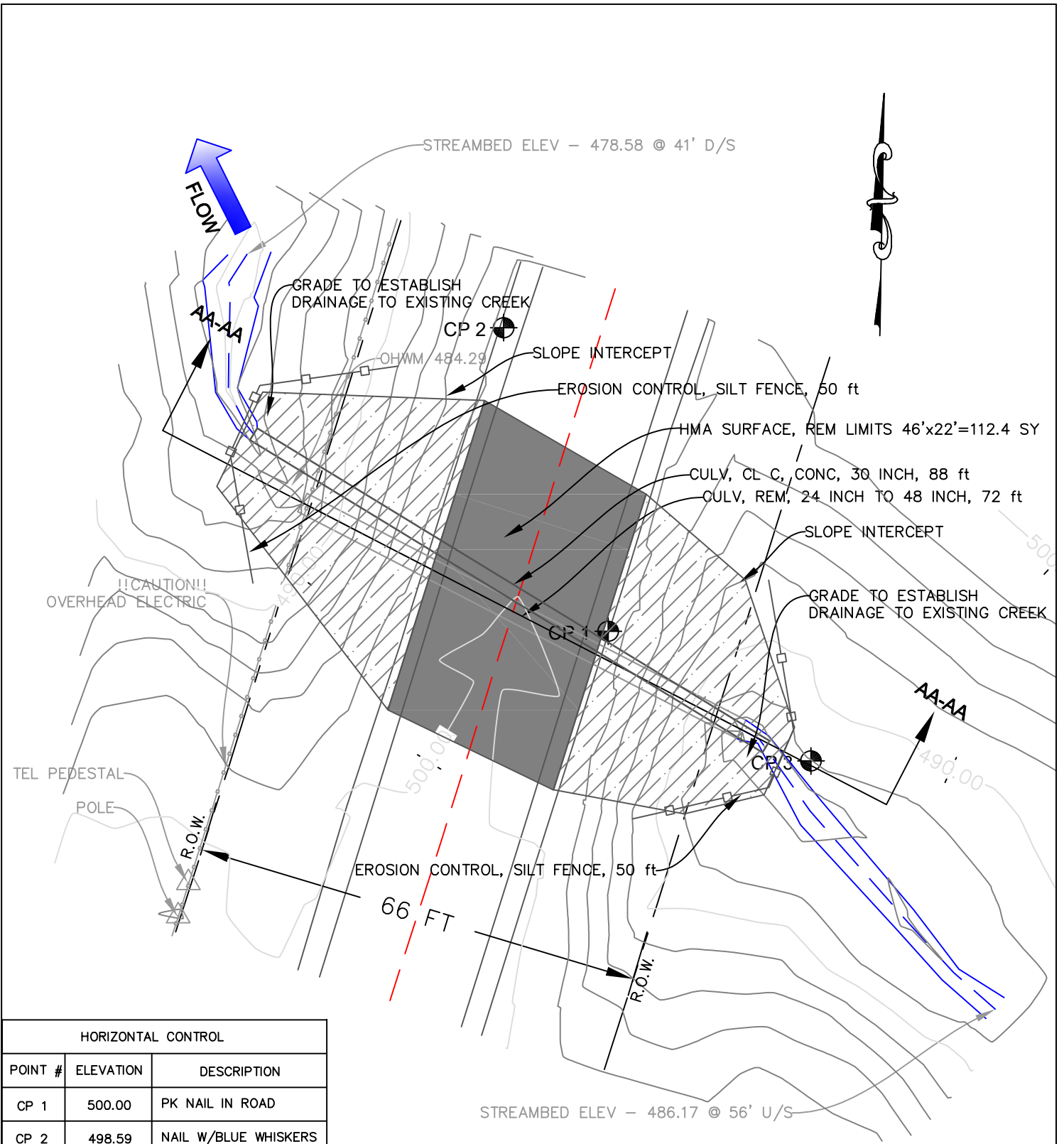


-  RIPRAP, HEAVY AND NON-WOVEN GEOTEXTILE SEPARATOR
-  SLOPE RESTORATION, TYPE A (USE SEED MIX TYPE THV (INCIDENTAL))
MULCH BLANKET, HIGH VELOCITY
-  RECYCLED ASPHALT MILLINGS, 3-INCH

| | | | | |
|---------------|---|----------------------|------------------|---------------------|
| DRAWN BY: MDM | LAKE ROAD CULVERT L31 RESTORATION GOGEBIC COUNTY ROAD COMMISSION | STATE PROJECT NO. | STATE JOB NO. | SHEET NO. 2 OF 3 |
| SCALE: 1"=20' | | . | . | |



| | | | | | | | |
|-----------------|----------------------|--------------------------------|-----------------|---------------|---------|--------------|--------------|
| DRAWN BY: MDM | ROAD NAME AND NUMBER | LAKE ROAD CULVERT L31 | CONTROL SECTION | STATE JOB NO. | COUNTY | SHEET NUMBER | TOTAL SHEETS |
| | OWNER | GOGEBIC COUNTY ROAD COMMISSION | . | . | GOGEBIC | 3 | 3 |
| SCALE: NO SCALE | | | | | | | |



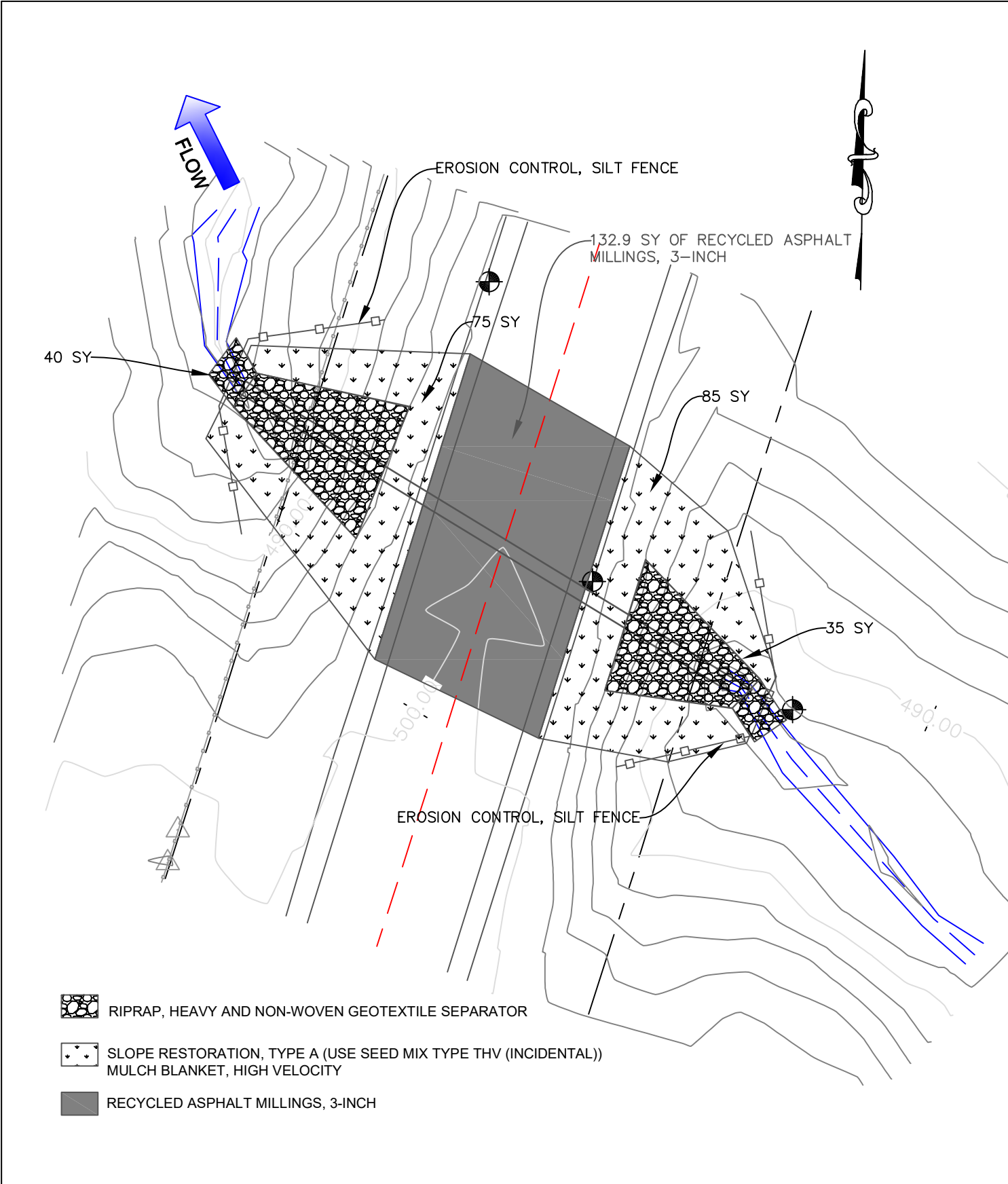
| HORIZONTAL CONTROL | | |
|--------------------|-----------|---------------------|
| POINT # | ELEVATION | DESCRIPTION |
| CP 1 | 500.00 | PK NAIL IN ROAD |
| CP 2 | 498.59 | NAIL W/BUE WHISKERS |
| CP 3 | 489.75 | NAIL W/BUE WHISKERS |


DRAWN BY: MDM
 SCALE: 1"=20'


LAKE ROAD CULVERT L32
 GOGEBIC COUNTY ROAD COMMISSION

| | |
|-------------------|---------------|
| STATE PROJECT NO. | STATE JOB NO. |
| . | . |

SHEET NO.
 1 OF 3



 RIPRAP, HEAVY AND NON-WOVEN GEOTEXTILE SEPARATOR

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

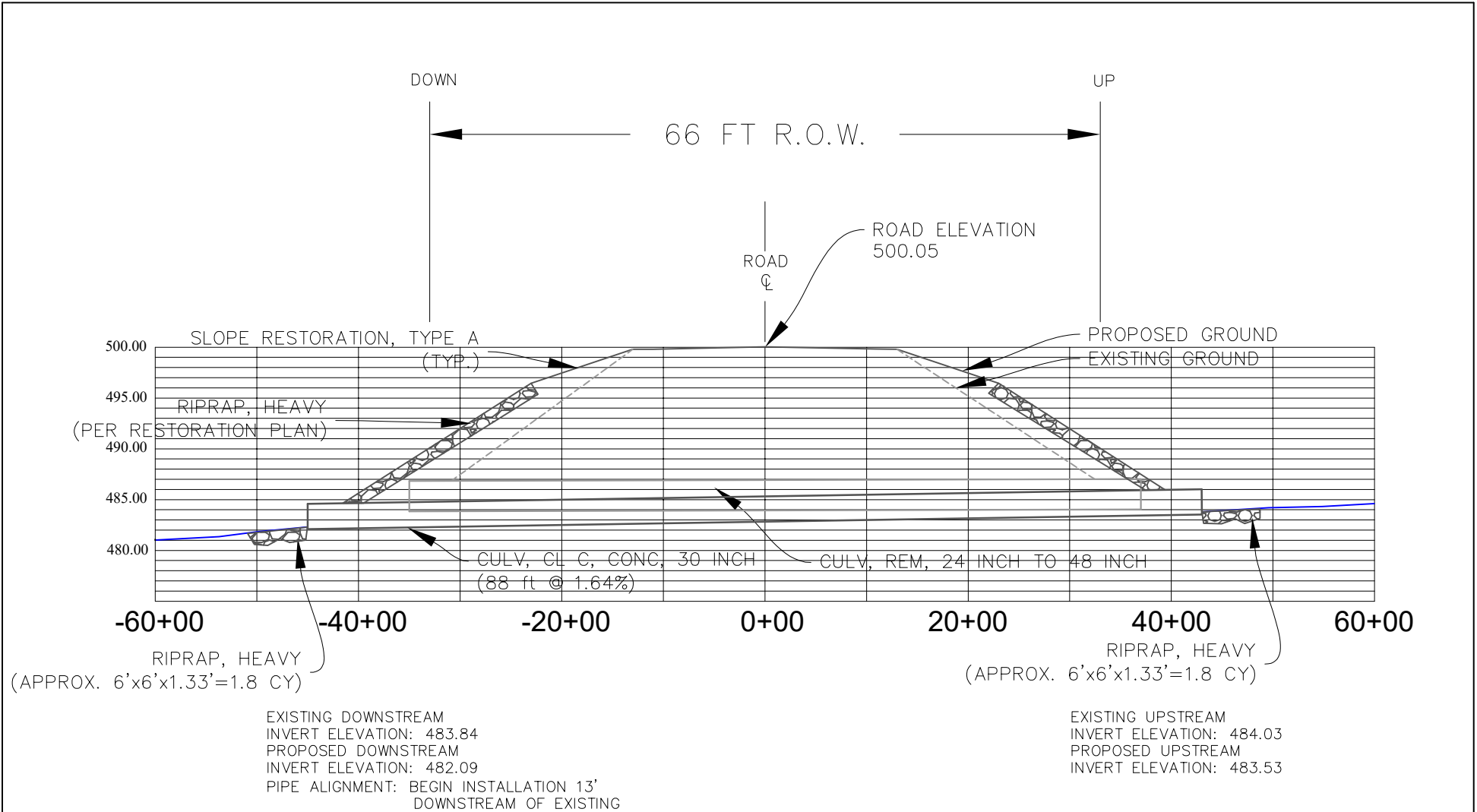
 RECYCLED ASPHALT MILLINGS, 3-INCH

DRAWN BY: MDM
SCALE: 1"=20'

LAKE ROAD CULVERT L32 RESTORATION
GOGEBIC COUNTY ROAD COMMISSION

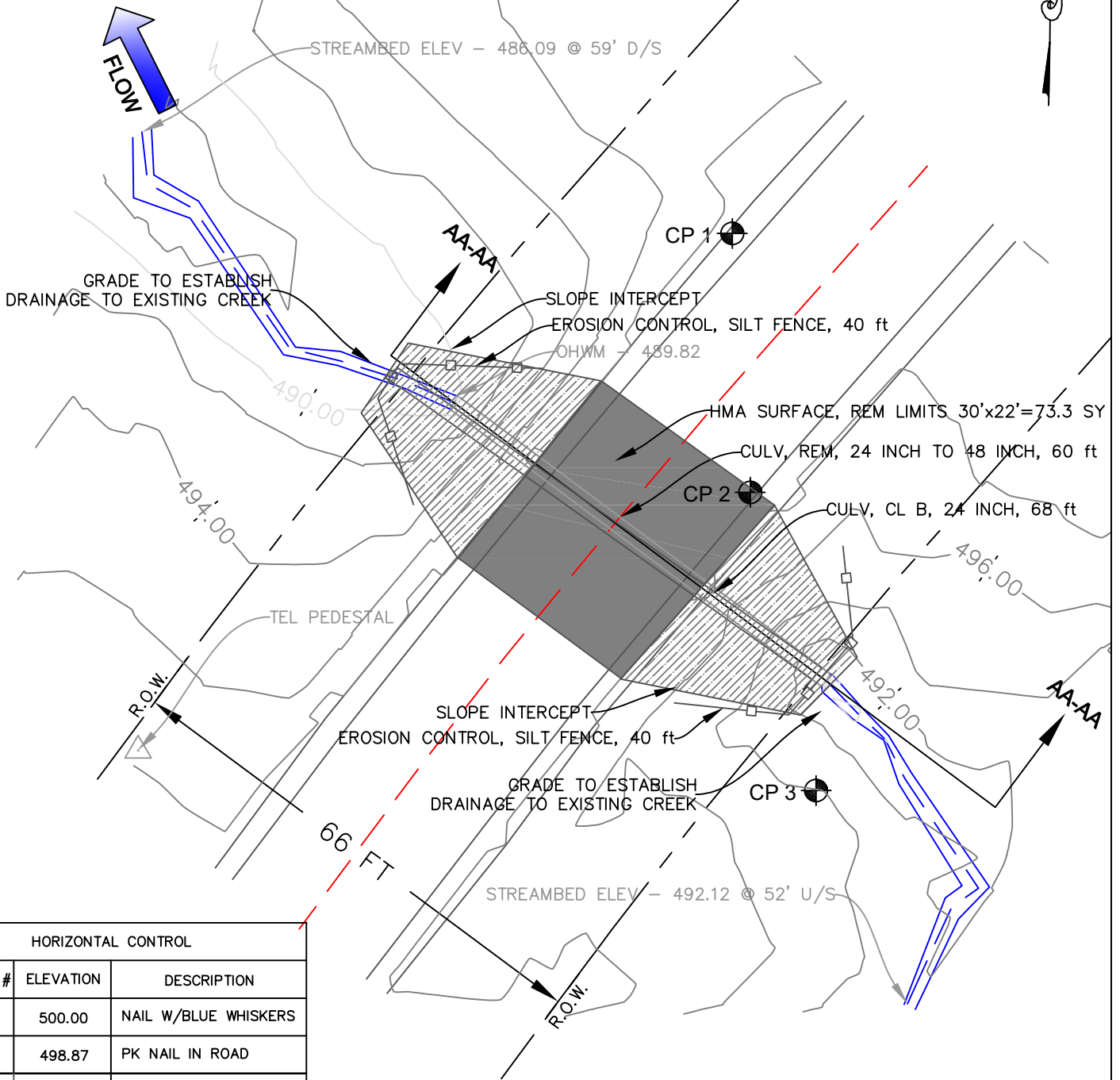
| | |
|-------------------|---------------|
| STATE PROJECT NO. | STATE JOB NO. |
| . | . |

SHEET NO.
2 OF 3



SECTION AA-AA

| | | | | | | | |
|-----------------|----------------------|--------------------------------|-----------------|---------------|---------|--------------|--------------|
| DRAWN BY: MDM | ROAD NAME AND NUMBER | LAKE ROAD CULVERT L32 | CONTROL SECTION | STATE JOB NO. | COUNTY | SHEET NUMBER | TOTAL SHEETS |
| | OWNER | GOGEBIC COUNTY ROAD COMMISSION | | | | | |
| SCALE: NO SCALE | | | | | GOGEBIC | 3 | 3 |



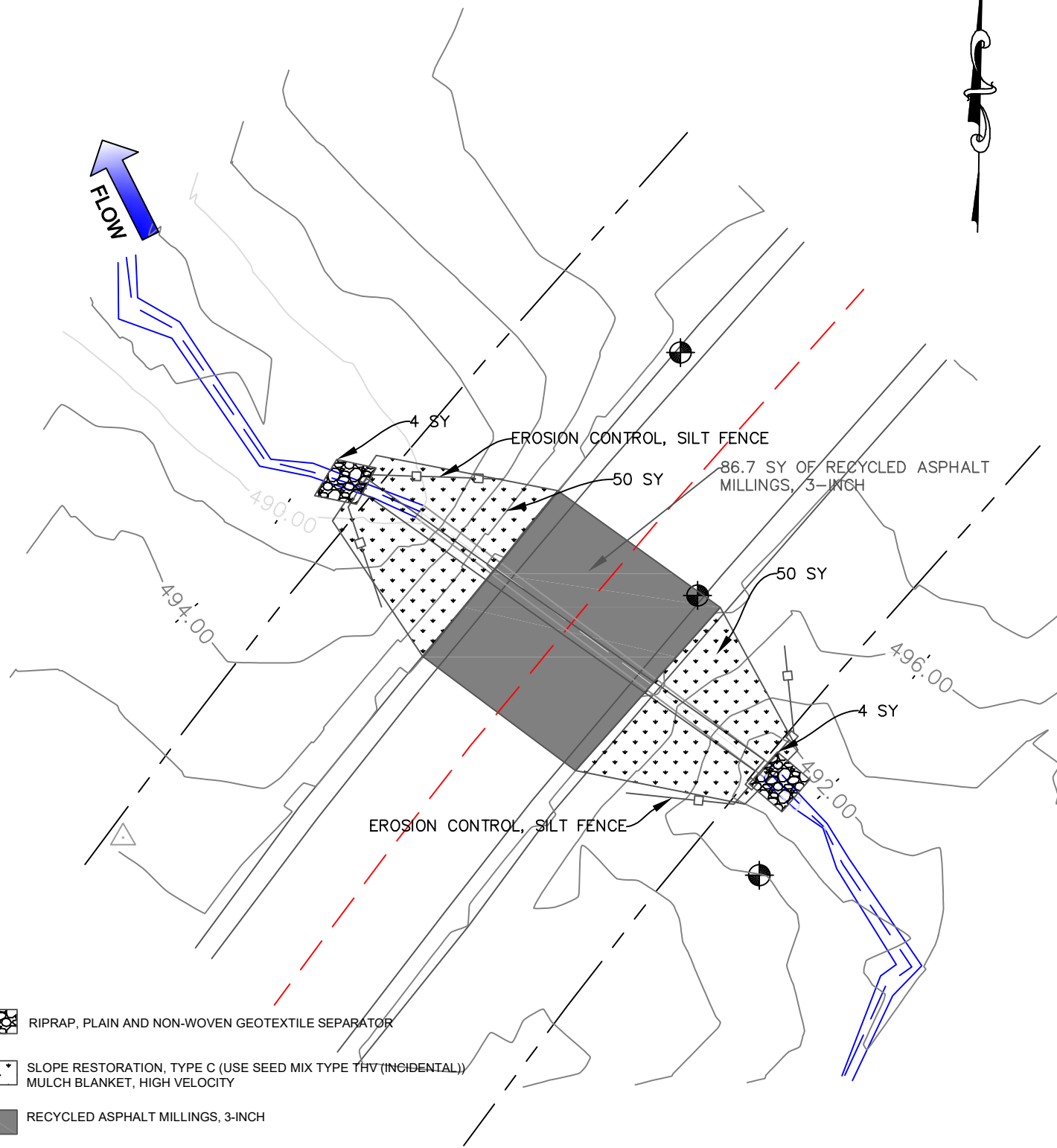
| HORIZONTAL CONTROL | | |
|--------------------|-----------|---------------------|
| POINT # | ELEVATION | DESCRIPTION |
| CP 1 | 500.00 | NAIL W/BUE WHISKERS |
| CP 2 | 498.87 | PK NAIL IN ROAD |
| CP 3 | 494.46 | NAIL W/BUE WHISKERS |




DRAWN BY: MDM
SCALE: 1"=20'

LAKE ROAD CULVERT L32A
GOGEBIC COUNTY ROAD COMMISSION

STATE PROJECT NO.
STATE JOB NO.

SHEET NO.
1 OF 3



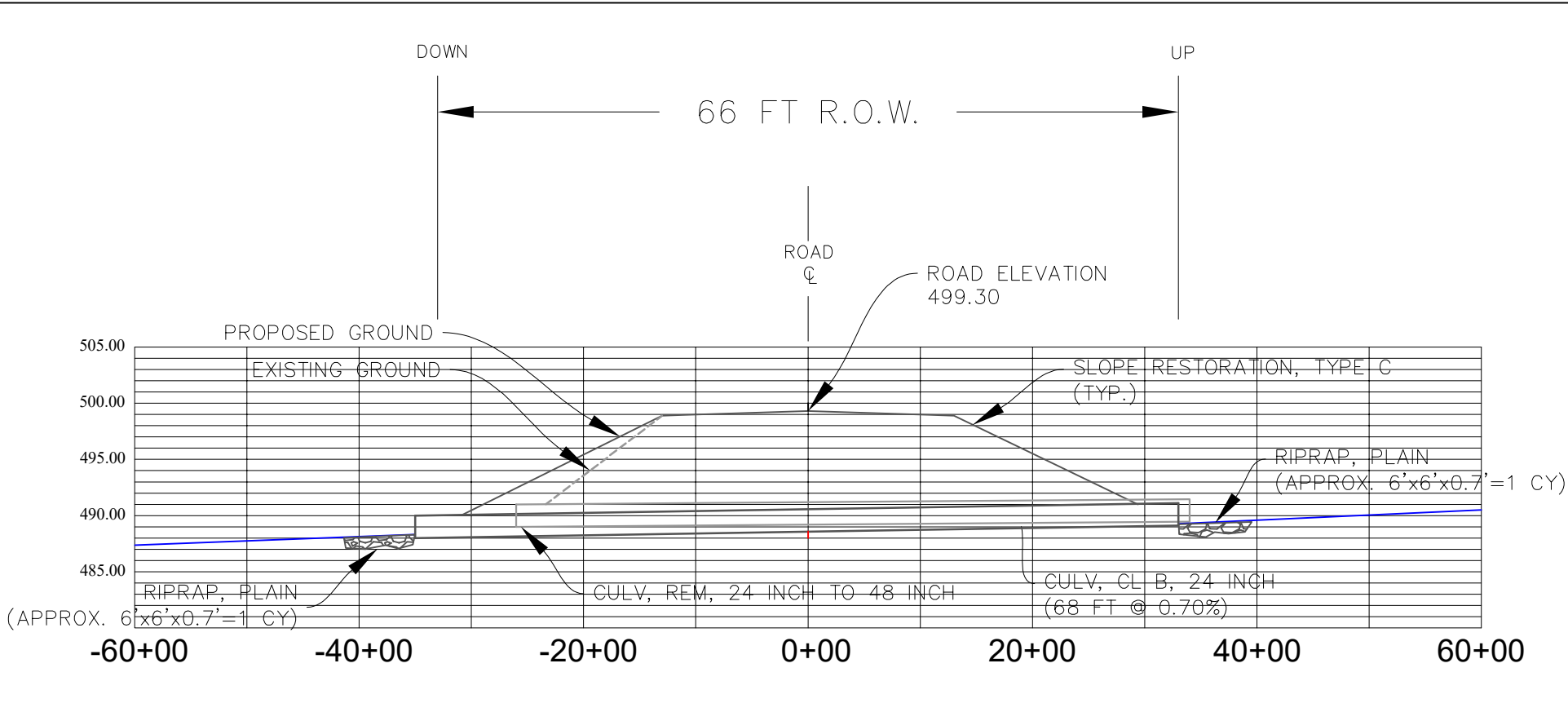
-  RIPRAP, PLAIN AND NON-WOVEN GEOTEXTILE SEPARATOR
-  SLOPE RESTORATION, TYPE C (USE SEED MIX TYPE THV (INCIDENTAL))
MULCH BLANKET, HIGH VELOCITY
-  RECYCLED ASPHALT MILLINGS, 3-INCH

DRAWN BY: MDM
SCALE: 1"=20'

LAKE ROAD CULVERT L32A RESTORATION
GOGEBIC COUNTY ROAD COMMISSION

| STATE PROJECT NO. | STATE JOB NO. |
|-------------------|---------------|
| . | . |

SHEET NO.
2 OF 3

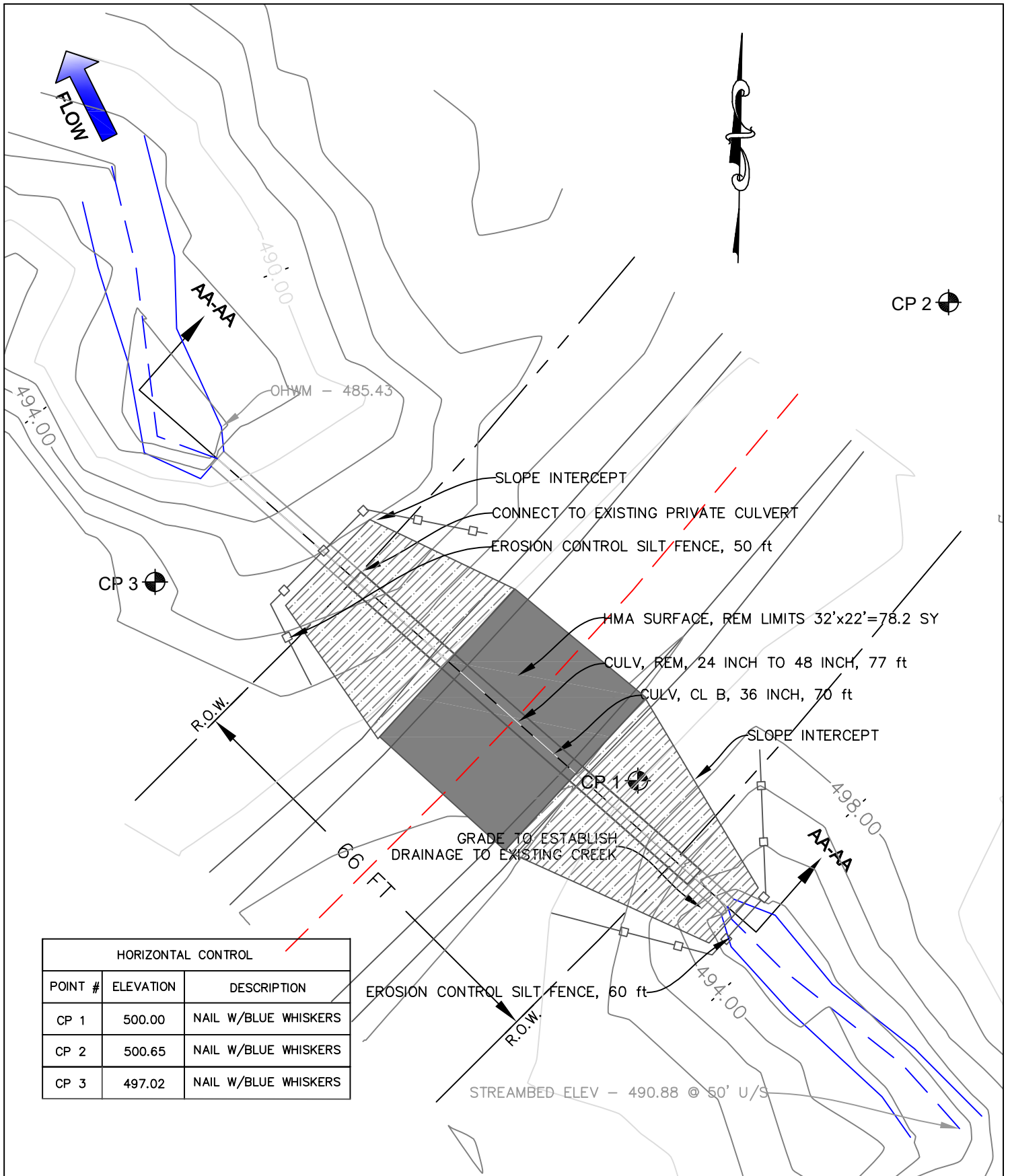


EXISTING DOWNSTREAM
 INVERT ELEVATION: 488.99
 PROPOSED DOWNSTREAM
 INVERT ELEVATION: 488.66
 PIPE ALIGNMENT: BEGIN INSTALLATION 9'
 DOWNSTREAM OF EXISTING

EXISTING UPSTREAM
 INVERT ELEVATION: 489.45
 PROPOSED UPSTREAM
 INVERT ELEVATION: 489.12

SECTION AA-AA

| | | | | | | | |
|-----------------|----------------------|--------------------------------|-----------------|---------------|---------|--------------|--------------|
| DRAWN BY: MDM | ROAD NAME AND NUMBER | LAKE ROAD CULVERT L32A | CONTROL SECTION | STATE JOB NO. | COUNTY | SHEET NUMBER | TOTAL SHEETS |
| | OWNER | GOGEBIC COUNTY ROAD COMMISSION | | | | | |
| SCALE: NO SCALE | | | | | GOGEBIC | 3 | 3 |



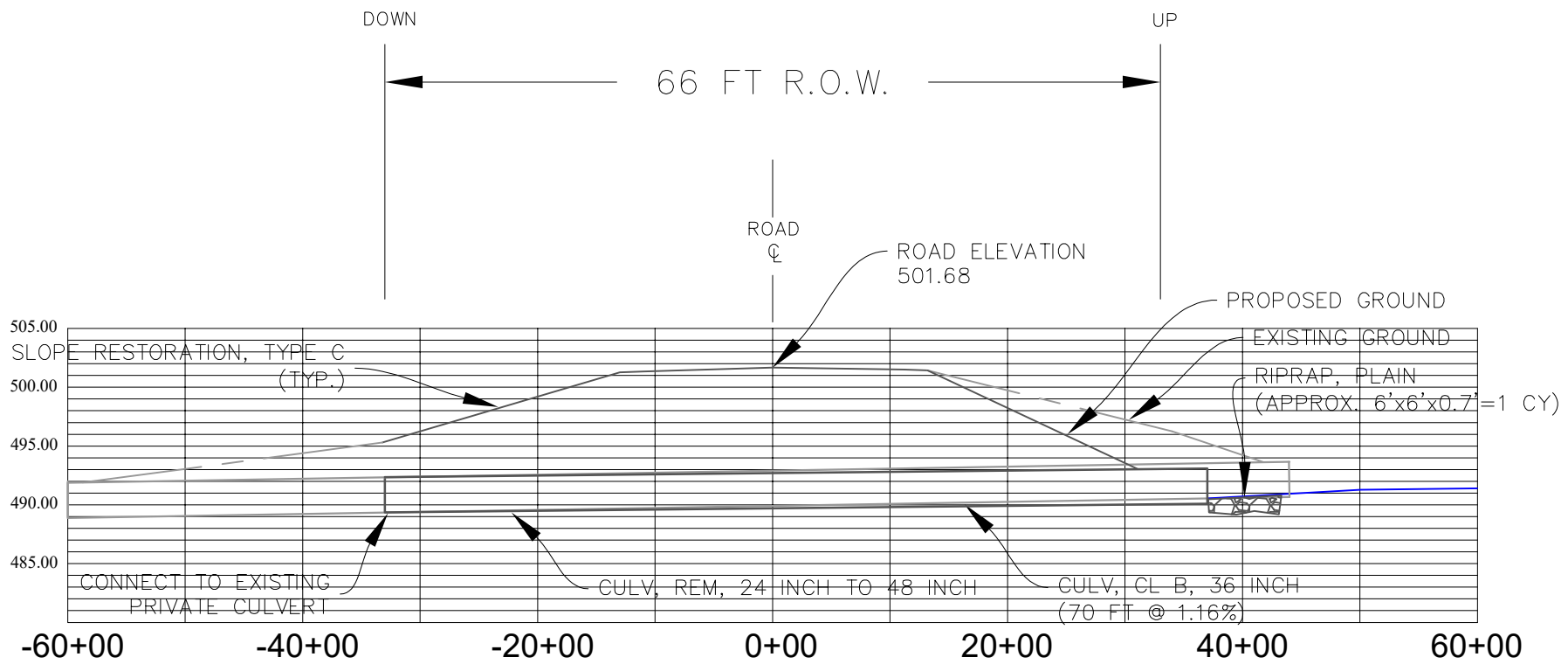
| HORIZONTAL CONTROL | | |
|--------------------|-----------|---------------------|
| POINT # | ELEVATION | DESCRIPTION |
| CP 1 | 500.00 | NAIL W/BLE WHISKERS |
| CP 2 | 500.65 | NAIL W/BLE WHISKERS |
| CP 3 | 497.02 | NAIL W/BLE WHISKERS |

DRAWN BY: MDM
 SCALE: 1"=20'

LAKE ROAD CULVERT L33
 GOGEBIC COUNTY ROAD COMMISSION

| | |
|-------------------|---------------|
| STATE PROJECT NO. | STATE JOB NO. |
| . | . |

SHEET NO.
 1 OF 3



EXISTING DOWNSTREAM
 INVERT ELEVATION: 489.36
 PROPOSED DOWNSTREAM
 INVERT ELEVATION: 489.36
 PIPE ALIGNMENT: NO CHANGE

EXISTING UPSTREAM
 INVERT ELEVATION: 490.67
 PROPOSED UPSTREAM
 INVERT ELEVATION: 490.17

SECTION AA-AA

| | | | | | | | |
|-----------------|----------------------|--------------------------------|-----------------|---------------|---------|--------------|--------------|
| DRAWN BY: MDM | ROAD NAME AND NUMBER | LAKE ROAD CULVERT L33 | CONTROL SECTION | STATE JOB NO. | COUNTY | SHEET NUMBER | TOTAL SHEETS |
| | OWNER | GOGEBIC COUNTY ROAD COMMISSION | | | | | |
| SCALE: NO SCALE | | | | | GOGEBIC | 3 | 3 |



NOTICE OF AUTHORIZATION

Permit Number: WRP021257 v. 1

Date Issued: March 5, 2020

Site Name: 27-Lake Road at tributaries to Lake Superior **Expiration Date: March 5, 2025**

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

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

Authorized activity:

Replace culverts at the Lake Road crossing of tributaries to Lake Superior at the following locations:

L7 – remove the existing 40 foot long by 22 inch span by 16 inch rise corrugated metal arch culvert and install a 44 foot long by 22 inch span by 16 inch rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap below the Ordinary High Water Mark (OHWM) at the culvert ends.

L8 – remove the existing 50 foot long by 18 inch diameter corrugated metal culvert and install a 62 foot long by 24 inch diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap below the OHWM at the culvert ends.

L22 – remove the existing 48 foot long by 18 inch diameter corrugated metal culvert and install a 60 foot long by 24 inch diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap below the OHWM at the culvert ends.

L30 – remove the existing 74 foot long by 42 inch diameter corrugated metal culvert and install an 88 foot long by 3 foot diameter concrete culvert. Place a total of 36 cubic yards of rock riprap (4 below the OHWM) at the culvert ends.

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

**EGLE-WRD
WRP021257 v1.0
Approved
Issued On:03/05/2020
Expires On:03/05/2025**

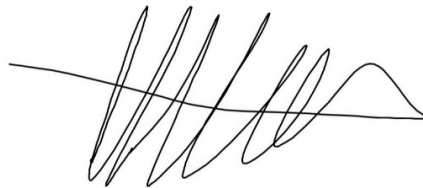
L31 – remove the existing 66 foot long by 43 inch span by 29 inch rise corrugated metal arch culvert and install an 80 foot long by 3 foot diameter concrete culvert. Place a total of 36 cubic yards of rock riprap (4 below the OHWM) at the culvert ends.

L32 – remove the existing 72 foot long by 3 foot diameter corrugated metal culvert and install an 88 foot long by 30 inch diameter concrete culvert. Place a total of 35 cubic yards of rock riprap (4 below the OHWM) at the culvert ends.

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

To be conducted at property located in: Gogebic County, Waterbody: tributaries to Lake Superior
Section 06, Town 48N, Range 48W, Ironwood Township

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



Issued By:

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

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

**EGLE-WRD
WRP021257 v1.0
Approved
Issued On:03/05/2020
Expires On:03/05/2025**



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

Issued To:

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

Permit No: WRP021257 v.1
Submission No.: HNX-03FN-ONGFD
Site Name: 27-Lake Road at tributaries to Lake Superior
Issued: March 5, 2020
Revised:
Expires: March 5, 2025

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

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

Authorized Activity:

Replace culverts at the Lake Road crossing of tributaries to Lake Superior at the following locations:

L7 – remove the existing 40 foot long by 22 inch span by 16 inch rise corrugated metal arch culvert and install a 44 foot long by 22 inch span by 16 inch rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap below the Ordinary High Water Mark (OHWM) at the culvert ends.

L8 – remove the existing 50 foot long by 18 inch diameter corrugated metal culvert and install a 62 foot long by 24 inch diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap below the OHWM at the culvert ends.

L22 – remove the existing 48 foot long by 18 inch diameter corrugated metal culvert and install a 60 foot long by 24 inch diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap below the OHWM at the culvert ends.

L30 – remove the existing 74 foot long by 42 inch diameter corrugated metal culvert and install an 88 foot long by 3 foot diameter concrete culvert. Place a total of 36 cubic yards of rock

riprap (4 below the OHWM) at the culvert ends.

L31 – remove the existing 66 foot long by 43 inch span by 29 inch rise corrugated metal arch culvert and install an 80 foot long by 3 foot diameter concrete culvert. Place a total of 36 cubic yards of rock riprap (4 below the OHWM) at the culvert ends.

L32 – remove the existing 72 foot long by 3 foot diameter corrugated metal culvert and install an 88 foot long by 30 inch diameter concrete culvert. Place a total of 35 cubic yards of rock riprap (4 below the OHWM) at the culvert ends.

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

Waterbody Affected: tributaries to Lake Superior

Property Location: Gogebic County, Ironwood Township, Town/Range/Section 48N48W01/02/10/11

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 by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of EGLE.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.

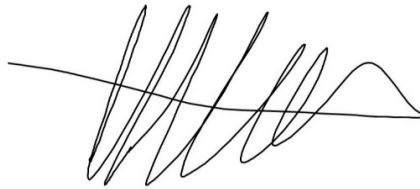
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
 - 1. Authority granted by this permit does not waive compliance requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA. Any discharge of sediment into waters of the state and/or off the road right-of-way is a violation of this permit, Part 91, and Part 31, Water Resources Protection, of the NREPA. A violation of these parts subjects the permittee to potential fines and penalties.
 - 2. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
 - 3. The permittee is responsible for acquiring all necessary easements or rights-of-way before commencing any work authorized by this permit. All construction operations relating to or part of this project shall be confined to the existing right-of-way limits or other acquired easements.
 - 4. Temporary soil erosion and sedimentation control measures shall be installed before or upon commencement of the earth change and shall be maintained daily. Temporary soil erosion and sedimentation control measures shall be maintained until permanent soil erosion and sedimentation control measures are in place and the area is stabilized. Permanent soil erosion and sedimentation control

measures for all slopes, channels, ditches, or any disturbed area shall be installed within five (5) calendar days after final grading or the final earth change has been completed.

5. All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.
6. All raw earth within 100 feet of a lake, stream, or wetland that is not brought to final stabilization by the end of the active growing season shall be temporarily stabilized with mulch blankets in accordance with the following dates: September 20th for the Upper Peninsula, October 1st for the Lower Peninsula north of US-10, and October 10th for the Lower Peninsula south of US-10.
7. This permit placard shall be kept posted at the work site, in a prominent location at all times for the duration of the project, or until permit expiration.
8. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning at the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.
9. All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed on upland (non-wetland, non-floodplain or non-bottomland), prepared for stabilization, revegetated and reseeded with native Michigan species appropriate to the site, and mulched in such a manner so as to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.
10. All fill/backfill shall consist of clean inert material that will not cause siltation nor contain soluble chemicals, organic matter, pollutants, or contaminants. All fill shall be contained in such a manner so as not to erode into any surface water, floodplain, or wetland. All raw areas associated with the permitted activity shall be stabilized with sod and/or seed and mulch, riprap, or other technically effective methods as necessary to prevent erosion.
11. During removal of the existing structure, every precaution shall be taken to prevent debris from entering any watercourse. Any debris reaching the watercourse during the removal of the structure shall be immediately retrieved from the water. All material shall be disposed of in an acceptable manner consistent with local, state, and federal regulations.
12. Prior to the removal of the existing structures, cofferdams of steel sheet piling, gravel bags, clean stone, coarse aggregate, concrete or other acceptable barriers shall be installed to isolate all construction activity from the water. The barriers shall be maintained in good working order throughout the duration of the project. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site.
13. All cofferdam and temporary steel sheet pile shall then be removed in its entirety, unless specifically shown to be left in 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.
14. The existing structure shall be kept open to pass the stream flow during removal of the existing road fill.
15. The placement of the new culvert and the initial placement of fill in the stream shall be done immediately after removal of the existing culvert. The placement shall be conducted in such a manner that all flow is immediately passed through the new culverts, allowing the major placement of fill to be done in the dry or in

still water where erosion and sedimentation will be minimized. The fill material used in this initial placement shall be washed gravel, coarse aggregate, or rock and shall be placed at both ends of the culvert to a level above normal water level before backfill material is placed.

16. The culvert shall be installed to align with the center line of the existing stream at both the inlet and outlet ends and must be installed at the elevations as shown on the approved plans.
17. Road fill side slopes shall not be steeper than 1-on-2 (1 vertical to 2 horizontal) except where headwalls of reinforced concrete, mortar masonry, dry masonry, or other acceptable methods are used.
18. Road fill side slopes terminating in the stream and any raw streambanks resulting from the construction shall be stabilized with temporary measures in accordance with appropriate Best Management Practices based on site conditions, and if necessary, may be riprapped extending above the ordinary high water mark, before or upon commencement of the permitted activity. Temporary stabilization measures shall be maintained until permanent measures are in place.
19. All other road fill slopes, ditches, and other raw areas draining directly to the stream may be protected with riprap, sod and/or seed and mulch as may be necessary to provide effective erosion protection. The placement of riprap shall be limited to the minimum necessary to ensure proper stabilization of the side slopes and fill in the immediate vicinity of the structure.
20. If the project, or any portion of the project, is stopped and lies incomplete for any length of time other than that encountered in a normal work week, every precaution shall be taken to protect the incomplete work from erosion, including the placement of temporary gravel bag riprap, temporary seed and mulch, or other acceptable temporary protection.
21. No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.
22. Rock riprap shall be placed so that it does not narrow up the stream or interfere with stream flows in and out of the culvert.



Issued By:

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

cc: Ironwood Township Clerk
Gogebic County CEA



NOTICE OF AUTHORIZATION

Permit Number: WRP020948 v. 1

Date Issued: February 12, 2020

Site Name: 27-Lake Road at tributaries to Lake Superior

Expiration Date: February 12, 2025

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

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

Authorized activity:

Replace culverts at the Lake Road crossings of tributaries to Lake Superior at the following locations:

L44 – remove the existing structure and install a 40 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L43 – remove the existing structure and install a 40 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L42A – remove the existing structure and install a 40 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L40 – remove the existing structure and install a 44 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends

L39A – remove the existing structure and install a 52 foot long by 2 foot diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

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

**EGLE-WRD
WRP020948 v1.0
Approved
Issued On:02/12/2020
Expires On:02/12/2025**

L39 – remove the existing structure and install a 42 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L36 – remove the existing structure and install a 52 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L33 – remove the existing structure and install a 70 foot long by 3 foot diameter corrugated metal culvert. Place a total of 1 cubic yard of rock riprap at the inlet end.

L32A – remove the existing structure and install a 66 foot long by 2 foot diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L28 – remove the existing structure and install a 58 foot long by 2 foot diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends impacting a total of 116 square feet of wetland at the outlet.

L16 – remove the existing structure and install a 42 foot long by 1.75 span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L5 – remove the existing structure and install a 50 foot long by 18 inch diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L3 – remove the existing structure and install a 72 foot long by 2 foot diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

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

To be conducted at property located in: Gogebic County, Waterbody: tributaries to Lake Superior
Section 06, Town 48N, Range 48W, Ironwood Township

Permittee:

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

Issued By:



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

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

**EGLE-WRD
WRP020948 v1.0
Approved
Issued On:02/12/2020
Expires On:02/12/2025**



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

Issued To:

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

Permit No: WRP020948 v.1
Submission No.: HNV-TBZF-KV88R
Site Name: 27-Lake Road at tributaries to Lake Superior
Issued: February 12, 2020
Revised:
Expires: February 12, 2025

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

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

Authorized Activity:

Replace culverts at the Lake Road crossings of tributaries to Lake Superior at the following locations:

L44 – remove the existing structure and install a 40 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L43 – remove the existing structure and install a 40 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L42A – remove the existing structure and install a 40 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L40 – remove the existing structure and install a 44 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends

L39A – remove the existing structure and install a 52 foot long by 2 foot diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L39 – remove the existing structure and install a 42 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L36 – remove the existing structure and install a 52 foot long by 1.75 foot span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L33 – remove the existing structure and install a 70 foot long by 3 foot diameter corrugated metal culvert. Place a total of 1 cubic yard of rock riprap at the inlet end.

L32A – remove the existing structure and install a 66 foot long by 2 foot diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L28 – remove the existing structure and install a 58 foot long by 2 foot diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends impacting a total of 116 square feet of wetland at the outlet.

L16 – remove the existing structure and install a 42 foot long by 1.75 span by 1.25 foot rise corrugated metal arch culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L5 – remove the existing structure and install a 50 foot long by 18 inch diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

L3 – remove the existing structure and install a 72 foot long by 2 foot diameter corrugated metal culvert. Place a total of 2 cubic yards of rock riprap at the culvert ends.

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

Waterbody Affected: tributaries to Lake Superior

Property Location: Gogebic County

Ironwood Township, Town/Range/Section 49N48W32/31, 48N48W06, 48N49W01/02/11/10

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.

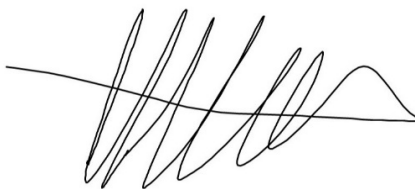
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and 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 by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of EGLE.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.

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

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

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

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



Issued By:

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

cc: Ironwood Township Clerk
Gogebic County CEA

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. **2020 Lake Road Culvert Installation Services.**
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **in Ironwood and 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. '2020 Lake Road Culvert Installation Services BID'
 - b. Typical Drawings
 - c. EGLE Culvert Permits
 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

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

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **October 31, 2020** and completed and ready for final payment on or before **October 31, 2020**.

4.02 Liquidated Damages

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

4.03 Delays in Contractor's Progress

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

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

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

4.04 Progress Schedules

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

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

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

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

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

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

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

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

6.02 Insurance

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

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

a. Workers' Compensation:

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

b. Commercial General Liability:

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

c. Automobile Liability herein:

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

d. Excess or Umbrella Liability:

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

e. Contractor's Pollution Liability:

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

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

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

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

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

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

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

7.02 Other Work at the Site

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

7.03 Services, Materials, and Equipment

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

7.04 Subcontractors and Suppliers

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

7.05 Quality Management

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

7.06 Licenses, Fees and Permits

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

7.07 Laws and Regulations; Taxes

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

7.08 Record Documents

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

7.09 Safety and Protection

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

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

7.10 Shop Drawings, Samples, and Other Submittals

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

7.11 Warranties and Guarantees

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

7.12 Correction Period

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

7.13 Indemnification

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

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

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

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

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

10.02 Change Orders

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

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

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

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

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

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

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

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

13.02 Defective Work

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

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

14.02 Applications for Payments:

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

14.03 Retainage

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

14.04 Review of Applications

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

14.05 Contractor's Warranty of Title

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

14.06 Substantial Completion

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

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

14.07 Final Inspection

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

14.08 Final Payment

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

14.09 Waiver of Claims

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

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

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

15.02 Owner May Terminate for Cause

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

15.03 Owner May Terminate for Convenience

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

15.04 Contractor May Stop Work or Terminate

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

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

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

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

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

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

17.02 Limitation of Damages

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

17.03 No Waiver

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

17.04 Survival of Obligations

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

17.05 Contractor's Certifications

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

17.06 Controlling Law

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

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

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

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

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