BERRIEN COUNTY ROAD COMMISSION

PROPOSAL AND SPECIFICATION
FOR
BROWNTOWN ROAD
CULVERT REPLACEMENT
PROJECT NO. 13070
LAKE TOWNSHIP & CHIKAMING TOWNSHIP

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF BERRIEN
2860 EAST NAPIER AVENUE
BENTON HARBOR, MI  49022
NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received at the office of the Board of County Road Commissioners of the County of Berrien, 2860 East Napier Avenue, Benton Harbor, Michigan 49022 until 11:00 A.M., Thursday, February 16, 2017 at which time and place they will be publicly opened and read aloud for the following:

1. 2017 ULTRA THIN PROGRAM OR SLURRY SEAL PROGRAM, LINCOLN TOWNSHIP; P17013
2. BROWNTOWN CULVERT REPLACEMENT
3. SNOW ROAD HMA OVERLAY
4. BALDWIN AVENUE HMA OVERLAY

All bids will be tabulated and presented to the Board of County Road Commissioners at their next regular meeting.

All bids shall be signed in ink and sealed in an envelope with the name of the items bid upon and the name of the bidder plainly marked on the outside. Specifications and proposal blanks may be obtained at the office of the Berrien County Road Commission.

The Road Commission reserves the right to accept or reject any or all bids, to waive defects in a proposal and to award the Bid in any manner deemed to be in the best interest of Berrien County.

Please visit our website for bid proposals: www.bcroad.org

BY THE BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF BERRIEN
AUGUST ZIELKE
TIMOTHY LYNCH
JESS MINKS
JOSEPH MARGOL
GENERAL SPECIFICATIONS

Except as hereinafter provided by Supplemental Specifications or Special Provisions, the method and manner of performing the work and the quantity and quality of materials to be furnished under this contract shall be in strict accordance with the current Standard Specifications for Construction of the Michigan Department of Transportation and the current edition of the Michigan Manual of Uniform Traffic Control Devices.

SUPPLEMENTAL SPECIFICATIONS

101.02 Definitions:

Commission - The Board of County Road Commissioners of the County of Berrien, Michigan.

103.02 Changes in Work

Adjustable Items - This Contract contains no adjustable item; therefore, no adjustments in unit prices for increased or decreased quantities will be allowed.

107.10 Owners Protective Liability Policy covering bodily injury and property damage protection shall be furnished to the Commission.

108.02 Prosecution of the Work - The Contractor shall begin the work within ten (10) days after being notified by the Commission to do so, unless this is inconsistent with the progress clause, with full force and equipment adequate to complete the sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the progress clause, or if it appears at any time that such work is not being prosecuted in such a manner as to insure its completion within time specified, the Commission shall have the right to require the force and equipment as the Commission shall deem necessary to bring the work up to the progress schedule; and in case of the Contractor’s neglect to do so, the Commission may place such working force and equipment on the work and charge the Contractor the cost of labor and such rental and depreciation rates for the plant and equipment as in its judgment is reasonable, and for such time as the plant and equipment are in service.

109.06 Partial Payment - PAYMENT WILL BE MADE IN FULL IN NOT MORE THAN THREE (3) PARTIAL PAYMENTS, SUCH PAYMENT TO BE MADE on the basis of ninety percent (90%) of the value of the work done, provided the work is progressing satisfactorily and the orders of the engineer have been complied with and provided that the date for completion, or date granted as extension, has not passed, and provided that the amount is at least $2,000.00.
1. CANCELLATION OF CONTRACT PROVISIONS:

The Board shall have the right to cancel the Contract for non-performance. Should an inspection by the Board’s designated representative reveal that the Contractor’s work results in any non-acceptable maintenance condition of one or all specified areas;

The Board’s designated representative at the time of the first circumstance shall call for a meeting with the Contractor to insure no misunderstanding on the issues involved.

If the condition should repeat itself a second time, the Board’s designated representative shall call for another meeting with the Contractor and issue a written warning of possible Contract termination should the condition continue.

If the condition should repeat itself a third time, the Board’s designated representative shall call for another meeting with the Contractor and issue a written Notice of Contract Termination.

2. Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all stipulations and requirements contained therein.

3. The Contractor, his/her employees, agent, and representatives shall conduct themselves in a manner which is conducive to good public relations. They shall display proper respect to the Board, the general public, and surrounding property owners as is applicable.

4. Neither the Contractor nor his/her Subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect his/her hire, tenure, terms, conditions or privileges of employment, of any matter directly or indirectly related to employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

**BID BOND**

A Certified Check or Cashier’s Check or Bid Bond in the amount of not less than five (5) percent of the bid made payable to the Berrien County Road Commission shall accompany this proposal as a guarantee of good faith.
BERRIEN COUNTY ROAD COMMISSION

TITLE VI

“The Berrien County Road Commission, in accordance with Title VI of Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 an Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award”.
PROGRESS CLAUSE: Start work within ten (10) days after receiving notice of award of contract or on the date agreed upon by the Engineer. In no case shall any work be commenced prior to receipt of a formal notice of award by the Road Commission.

This Contract will be completed in **20 working days and prior to August 31, 2017.**

The low bidder(s) for the work covered by this proposal will be required to meet with Road Commission representatives to work out a detailed Progress Schedule. The schedule for this meeting will be set within one week after the low bidder(s) is determined.

The named subcontractor(s) for Designated and/or Specialty Items, as shown on the proposal, is recommended to be at the scheduled meeting if such items materially affect the work schedule.

The Project Engineer will arrange the time and place for the meeting.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations. When specified in the bidding proposal, the date the project is to be opened to traffic as well as the final project completion date shall also be included in the Progress Schedule.

If the bidding proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

Failure on the part of the contractor to carry out the provision of the Progress Schedule, as established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

BCRC/BQB
GENERAL

The Standard Specifications for Highway Construction (Standard Specifications) adopted in 2012 by the Michigan Department of Transportation, are hereby incorporated into these contract documents. Copies of these standards are available for inspection at the office of the Engineer. All construction included in this project shall be done in accordance with the Standard Specifications, as modified by these project specifications and special provisions, or as modified by plan notes. Where notes on the plans are in conflict with the standard specifications or there are special provisions, the plan notes shall control.

CONTRACT REQUIREMENTS AND COVENANTS

Where the contract requirements in these Contract Documents conflict with the contract requirements specified in Division 1 of the standard specifications, the contract requirements in these contract documents shall control.

SPECIAL PROVISIONS

The special provisions, which follow, shall modify the standard specifications for the items indicated.
The yield for the proposed HMA, 36A top course is 220 pounds per square yard.

The yield for the proposed HMA, 36A in Pavt, Rem area is 165 pounds per square yard, 2 course.

The Asphaltic Cement for the mixture shall be performed grade 58-28.

The Bond Coat Material shall be SS-1h. The application rate prior to placing the HMA, 36A shall be 0.10 gallons per square yard as directed by the Engineer. The HMA Bond Coat shall not be a pay item.

The Aggregate Weat Index (AWI) number required for the aggregate used in production of the HMA mixture used in the wearing source of the traveled way shall be 220 minimum.

ROLLING

The Nuclear Gauge Method for testing compaction is hereby waived for this project. Acceptance will be given by performing Rolling operations on each course of HMA according to the following table.

**NUMBER OF ROLLERS REQUIRED BASED ON PLACEMENT RATE**

<table>
<thead>
<tr>
<th>Average Laydown Rate, Square Yards Per Hour</th>
<th>Number of Rollers Compaction Rollers</th>
<th>Required Finish Rollers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 675</td>
<td>1</td>
<td>1*</td>
</tr>
<tr>
<td>675-1500</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1500-3400</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>3400-6000</td>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>

*The compaction roller may be used as the finish roller also.

**MEASUREMENT AND PAYMENT**

Measurement and Payment shall be at the contract unit price per ton.
GENERAL REQUIREMENTS
Traffic shall be maintained by the Contractor throughout the project in accordance with the requirements of Sections 104.11, 812 and 922 of the 2012 MDOT Standard Specifications for Construction and as herein specified. The Contractor is advised that the 2011 Edition, as amended, of the Michigan Manual of Uniform Traffic Control Devices is hereby established as governing all work in connection with traffic control devices, barricade lighting, etc., required on this project. The Contractor shall coordinate this work with other contractors performing work within the construction influence area or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing and the orderly progress of work.

Berrien County Road Commission shall, at the beginning of construction and immediately after the detour is set up, remove all signs that conflict with new construction, and shall install all necessary permanent signing prior to opening to traffic. The Contractor shall be responsible for all temporary signing during construction, and shall coordinate with the Berrien County Road Commission to assure adequate signage during the transitions. As the project nears completion, the Contractor shall coordinate removal of temporary signs, barricades, and traffic control devices with the Berrien County Road Commission’s placement of permanent signs and pavement markings to assure a safe transition. The Road Commission shall place permanent signs and pavement markings before the removal of the detour.

The Contractor shall furnish, erect, maintain and upon completion of the work, remove all traffic control devices and barricade lights within the construction influence area for the safety and protection of thru and local traffic. This includes, but is not limited to, advance, regulatory and warning signs, barricades, and channeling devices at the intersecting street on which traffic is to be maintained and all other traffic control devices required to maintain traffic as called for on the plans. The construction influence area (CIA) shall consist of the width of the project right of way from 2,600 feet before the project P.O.B. to 2,600 feet beyond the project. P.O.E., 500 feet in all directions along the cross roads, within the project limits.

TRAFFIC RESTRICTIONS
The project will be closed to through traffic. Local and emergency traffic will be maintained.

All work for this project shall be performed during daylight hours. Night work will not be allowed.

Work will not be allowed on holiday weekends, including Labor Day and 4th of July, as directed by the engineer. Saturday work other than holiday weekends will be allowed.
PROJECT GENERAL

Any utility trenches across all drives shall be maintained by the use of existing or salvaged materials and costs associated with this work included in Minor Traffic Devices.

Necessary emergency work performed by the County due to the negligence of the Contractor will be billed against the Contractor.

Walks, driveways and entrances to building shall not be unnecessarily blocked. Vehicular access shall be maintained to all properties, or as designated by the Engineer, at all times. Construction shall be completed in such a manner as to maintain the required entrance width for traffic at all times. When partial widths of new pavement are available to traffic, access to drives shall be provided immediately.

TRAFFIC CONTROL DEVICES

All traffic control devices and their usage shall be in accordance with provisions in the 2011 Edition, as amended, of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), as amended. All construction signs, unless otherwise noted, shall be 4’ x 4’, mounted at a bottom height of 5 feet and placed as indicated on the plans. When signs are no longer applicable, they shall be removed or have their legend completely covered with plywood or approved equal, if the posts are driven. Signs can no longer be mounted on Type III Barricades. Signs near Type III Barricades shall have separate supports.

ReflectORIZED strips are required on both sides when barricades are facing traffic in both directions.

Channelizing devices shall be used to separate traffic from the work and if directed by the Engineer or shown on the plan sheets to separate opposing traffic lanes.

Plastic cones may be used as channelizing devices only during day light hours. If plastic cones are used, they shall be a minimum of 28 inches in height and placed as directed by the Engineer. Metal drums or metal barrels shall not be used as traffic control devices.

All traffic control devices shall meet Traffic Special Details WZD-125-E & WZD-100-A.
BERRIEN COUNTY ROAD COMMISSION
BROWNTOWN ROAD CLOSURE

QUANTITIES THIS SHEET

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>BARRICADE, TYPE III, HIGH INTENSITY, DOUBLE SIDED, LIGHTED FURN</td>
<td>7</td>
</tr>
<tr>
<td>BARRICADE, TYPE III, HIGH INTENSITY, DOUBLE SIDED, LIGHTED OPED</td>
<td>7</td>
</tr>
<tr>
<td>SIGN, TYPE B, TEMP, PRISMATIC, FURN</td>
<td>204 SQF</td>
</tr>
<tr>
<td>SIGN, TYPE B, TEMP, PRISMATIC, OPED</td>
<td>204 SQF</td>
</tr>
</tbody>
</table>

Work Zone

① ROAD CLOSED AHEAD
② DETOUR AHEAD
③ DETOUR
④ DETOUR
⑤ DETOUR ENDS

⑥ ROAD CLOSED TO THRU TRAFFIC
⑦ ROAD CLOSED
⑧ DETOUR
⑨ DETOUR
⑩ BROWNTOWN RD

① W2O-3 48" X 48" QTY 4
② W2O-2 48" X 48" QTY 4
③ M4-9L 30" X 24" QTY 1
④ M4-2R 30" X 24" QTY 1
⑤ M4-8a 24" X 18" QTY 2
⑥ R11-3 60" X 30" QTY 2
⑦ R11-2 48" X 30" QTY 2
⑧ M4-10R 48" X 18" QTY 1
⑨ M4-10L 48" X 18" QTY 1
⑩ D3-1 42" X 9" QTY 1
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:

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mass/Unit Area</td>
<td>ASTM D 6566</td>
<td>10 oz/syd</td>
</tr>
<tr>
<td>Ultraviolet Stability @ 1000 hrs</td>
<td>ASTM D 4355</td>
<td>80 percent</td>
</tr>
<tr>
<td>Tensile Strength (MD)</td>
<td>ASTM D 8818</td>
<td>165 lbs/ft</td>
</tr>
</tbody>
</table>

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
- **PP-5-10** - 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 contract item (pay item):

<table>
<thead>
<tr>
<th>Contract Item (Pay Item)</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slope Restoration, Type ...</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

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.
The existing utilities listed below and shown on the plans represent the best information available as obtained on our As-Built Plans. This information does not relieve the Contractor of the responsibility to satisfy himself/herself as to their accuracy or his/her responsibility in case utilities have been constructed or removed since the above survey date.

PUBLIC UTILITIES

The following Public Utilities have facilities within the Right of Way:

American Electric Power
Mr. Kurt Schneider
2925 Meadowbrook Road
Benton Harbor, MI 49022
269-926-0683

Chikaming Township
Mr. Wayne Warner
13535 Red Arrow Hwy
Harbert, MI 49115-0040
269-469-1676

Comcast
Jay Castello
1920 McKinley Avenue
Mishawaka, IN 46545
847-789-1039 ext. 71039

Lake Township
Mr. John Gast
8351 Red Arrow Highway
Bridgman, MI 49106
269-465-3850

AT & T
Mr. Chris O’Brien
1435 Milton Street
Benton Harbor, MI 49022
269-926-0233

Michigan Gas Utilities
Attn: Tim Rice
711 Starlite Drive
Benton Harbor, MI 49022
269-605-2187

Frontier Communications
601 N. U.S 131
Three Rivers, MI 49093
269-273-0383
ON ALL PROJECTS - 3 WORKING DAYS BEFORE YOU DIG
-CALL MISS DIG-
TOLL FREE 1-800-482-7171

For protection of underground utilities and in conformance with Public Act 53, the contractor shall dial 1-800-482-7171 a minimum of three full working days, excluding Saturdays, Sundays and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying owners who may not be a part of the “Miss Dig” alert system.

The owners of existing service facilities that are within the road structure limits will move them to locations designated by the Engineer. Owners of Public Utilities will not be required by the County to move additional poles or structures in order to facilitate the operation of construction equipment unless is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor’s operations.

The Contractor shall conduct his/her construction operations so as to interfere a little as possible with those of other Contractors, utilities, or any public authority on or near work as shown on the plans or in the proposal.

The Contractor shall protect existing underground and overhead utilities within the project limits. The Contractor shall be responsible for the cost and expenses of repairing utilities damaged by his/her construction operations. The contractor shall hand dig along existing underground utilities and shall protect existing utilities.
NOTICE OF AUTHORIZATION

Permit Number: WRP001480
Submission No: 2CS-MGTA-6CYS
Date Issued: March 9, 2016
Expiration Date: March 9, 2021

The Michigan Department of Environmental Quality, 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, and specifically:

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

Authorized activity:

Remove the existing structure at the Browntown Road crossing of an unnamed stream. Install a single, 80 feet long by 3 feet diameter corrugated metal culvert. Place 7 cubic yards of riprap.

To be conducted at property located in: Berrien County, Unnamed Stream
Section(s) 35, Township 06S, Range 20W, Lake Charter Township and Chikaming Township

 Permittee: Berrien County Road Commission
 Mr. Kevin Stack
 2860 E Napier Ave
 Benton Harbor, MI 49022

Holly Vickers
Water Resources Division
616-295-2787

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.
DEQ
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION PERMIT

Permit No.: WRP001480
Submission No: 2CS-MGTA-6CYS

Issued: March 9, 2016
Extended:
Revised:
Expires: March 9, 2021

Issued To: Berrien County Road Commission
Mr. Kevin Stack
2860 E Napier Ave
Benton Harbor, MI 49022

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

☐ Part 31, Water Resources Protection (Floodplain Regulatory Authority)
☑ 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

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

Remove the existing structure at the Browntown Road crossing of an unnamed stream. Install a single, 80 feet long by 3 feet diameter corrugated metal culvert. Place 7 cubic yards of riprap.

Watercourse Affected: Unnamed Stream
Property Location: Berrien County, Lake Charter Township and Chikaming Townships
Town/Range/Section 06S20W35

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, Water Resources Protection, 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 Act No. 174 of the Public Acts of 2013 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. Permitee shall notify the MDEQ 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 the MDEQ.

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, the MDEQ 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, the MDEQ 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, the MDEQ 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 the MDEQ. 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 the MDEQ prior to being implemented.

Q. This permit may be transferred to another person upon written approval of the MDEQ. The permittee must submit a written request to the MDEQ to transfer the permit to the new owner. The new owner must also submit a written request to the MDEQ 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 of the above information may be provided to the MDEQ. The MDEQ 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.

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. All work shall be completed in accordance with plans dated January 22, 2016; kept on file at the MDEQ's, WRD, Transportation and Flood Hazard Unit.

2. 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.

3. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.

4. 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.
5. 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.

6. 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.

7. 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.

8. 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.

9. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by the MDEQ, 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.

10. All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed on upland (non-wetland, non-floodplain or non-bottomland), prepared for stabilization, revegetated and reseeded with native Michigan species appropriate to the site, and mulched in such a manner so as to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.

11. During removal or repair of the existing structure, every precaution shall be taken to prevent debris from entering any watercourse. Any debris reaching the watercourse during the removal and/or reconstruction 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 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. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. Orange construction fencing shall be installed as needed to prohibit construction personnel and equipment from entering or performing work in these areas. Fence shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site, the sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.

23. Stormwater shall not directly outlet to the stream.

Issued By:

Holly Vickers,
Water Resources Division
616-295-2787

cc: Lake Charter Township and Chikaming Townships Clerks
Berrien County Drain Commissioner
Berrien CEA
Jennifer Klang, WRD
Ben Zimont, WRD
Brian Gunderman, DNR, Fisheries
Kam Jordan, WRD
NOTICE TO BIDDERS

TESTING OF MATERIALS

All materials must be tested and approved in accordance with Section 105 of the 2012 Standard Specifications, or as provided herein, before they enter into the construction of the project. Testing may be performed by the Local Agency or a Commercial Testing Company. Cost of the testing shall be the responsibility of the Local Agency and may be eligible for federal participation.

INSURANCE

The Contractor shall provide for an in behalf of the State, the Commission, the Department, its employees, and all agencies specifically named below and their interests may appear, Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor’s Public Liability Insurance.

The agencies are the Board of County Road Commissioners of The County of Berrien, and the Berrien County Road Commission.
This Agreement made this ________ day of _______________, 20___ by and between the Berrien County Road Commission and the Board of County Road Commissioners of the County of Berrien (hereinafter referred to as the BOARD) and __________________________________ (hereinafter referred to as the CONTRACTOR).

Said Contractor hereby agrees to undertake the following work in the status of independent contractor performing the following operations:

**BROWNTOWN ROAD CULVERT REPLACEMENT – PROJECT NO. P13070**

Said Contractor shall at all times exercise extreme care and shall assume any and all liability for bodily injury, death or property damage arising out of the above stated operation or by anyone else acting in concert or under the control or direction of said Contractor, and will indemnify and hold harmless the Berrien County Road Commission, its Commissioners, employees, attorneys and agents for any and all claims for bodily injury, death or property damage arising out of this agreement.

It is also agreed while engaged in such operation, that the Contractor shall maintain insurance, naming the Board of Berrien County Road Commissioners, the Berrien County Road Commission; their Officers, Agents and Employees as an additional named insured with policy limits of:

**Bodily Injury and Property Damage Liability:**

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<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
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<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
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Statutory Workmen’s Compensation Insurance

Additionally said Contractor shall furnish to the Board a certificate of insurance providing above requested limits.

It is also agreed if the Board is involved in any litigation arising out of said operation, that the Contractor will indemnify and hold harmless the Board for any and all legal fees or cost incurred by the Board in defense of said Board.

WITNESSED BY:

_________________________________    _____________________________________
Contractor

_________________________________    _____________________________________
Berrien County Road Commission
BERRIEN COUNTY ROAD COMMISSION

BCRC PROJECT NO. 13070
BROWNTOWN ROAD CULVERT REPLACEMENT

PROPOSAL

Date__________________________

Board of County Road Commissioners of the County of Berrien,
2860 E. Napier Avenue, Benton Harbor, Michigan 49022-0768

Gentlemen:

The undersigned has examined the plans, specifications, and location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performances and understands that the quantities shown in the estimate are approximate only and are subject to either increase or decrease; and hereby proposes to furnish all necessary machinery, tools, apparatus and other means of doing the work, do all the work, furnish all the materials except as otherwise specified herein, and, for the unit prices named in the accompanying unit price schedule, to complete the work in strict accordance with the plans and specifications therefore.

The undersigned further proposes to do such extra work as may be ordered by you, prices for which are not included in the itemized bid, compensation therefore to be made on the basis agreed upon before such extra work is begun.

The undersigned agrees to begin work within ten (10) days after being notified to do so, and to complete all items of work within 20 working days and prior to August 31, 2017.

Signed____________________________________

By________________________________________

Post Office of Bidder_________________________

__________________________________________

In case the bidder is a co-partnership, each member must sign this proposal.
In case the bidder is a Corporation this proposal must be executed by its duly authorized officials in accordance with its articles of incorporation and a certified copy of such articles must be attached hereto.
### Itemized Unit Price Schedule

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>ITEM OF WORK</th>
<th>UNIT PRICE BID</th>
<th>AMOUNT</th>
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<tr>
<td>1 LS</td>
<td>Mobilization, Max</td>
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</tr>
<tr>
<td>3 EA</td>
<td>Tree, Rem, 6 inch to 18 inch</td>
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<tr>
<td>1 EA</td>
<td>Tree, Rem, 19 inch to 36 inch</td>
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<td>2 EA</td>
<td>Culv, Rem, Less Than 24 Inch</td>
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<tr>
<td>1 EA</td>
<td>Culv, Rem, 24 Inch to 48 Inch</td>
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<td>400 FT</td>
<td>Curb And Gutter, Rem</td>
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<td>125 SYD</td>
<td>Pavt, Rem</td>
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<td>60 SYD</td>
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<td>2 EA</td>
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<td>Minor Traf Devices</td>
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<td>Traf Regulator Control</td>
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<td>800 SYD</td>
<td>Slope Restoration, Type C</td>
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**TOTAL BID**  
$__________________

Signed__________________________________Date______________

Bidder