



BOARD OF COUNTY ROAD COMMISSIONERS  
BOARD OF COUNTY PARK TRUSTEES  
BOARD OF PUBLIC WORKS

**COMMISSIONERS:**

W.C. Askew, Sr., Reginald D. Boze, Doug Burleson, Gregory H. Kinney, Wayne Nelson

**NOTICE TO BIDDERS**

The Board of County Road Commissioners of Van Buren County is accepting sealed bids at the Road Commission office, 325 W. James St., P.O. Box 156, Lawrence, MI 49064 until **11:00 AM on Thursday, May 9, 2024** at which time and place the bids will be publicly opened and read as follows:

- CR388 from CR653 S to the Kalamazoo County line, Pine Grove Township; HMA base crush and shape, trench and widen, drainage improvements, HMA leveling and top course paving

All bids must be in a sealed envelope and plainly marked as to the item bid upon and the name of the bidder. All unmarked bids and/or bids received after the submitted deadline may be rejected.

Detailed specifications and bidding forms may be obtained at the office of the Road Commission.

The Road Commission reserves the right to reject any or all bids, to waive irregularities in the bidding, and to award the contract in any manner deemed to be in the best interest of the Van Buren County Road Commission.

**AN EQUAL OPPORTUNITY EMPLOYER**  
**VAN BUREN COUNTY ROAD COMMISSION**

NAME OF CONTRACTOR \_\_\_\_\_

PROPOSAL AND SPECIFICATIONS

FOR

CONSTRUCTION

VAN BUREN COUNTY

PROJECT NO. 459.2117 – HMA base crushing and shaping,  
trenching, widening, and drainage improvements.  
HMA leveling and top course paving.

**CR 388 from CR 653 South to  
Kalamazoo County**

**Pine Grove Township**

April 12, 2024

BOARD OF COUNTY ROAD COMMISSIONERS  
OF VAN BUREN COUNTY, MICHIGAN

P.O. Box 156, 325 W. James Street, Lawrence, MI 49064

VAN BUREN COUNTY ROAD COMMISSION

ADVERTISEMENT FOR BIDS

COUNTY LOCAL ROAD CONSTRUCTION

The Board of County Road Commissioners of Van Buren County is accepting sealed bids at the Van Buren County Road Commission, located at 325 W. James Street, Lawrence, Michigan until 11:00 a.m., local time, **May 9, 2024**, at which time bids be publicly opened and read.

PROJECT NO. 459.2117 – HMA base crushing and shaping, trenching, widening, and drainage improvements. HMA leveling and top course paving.

All bids must be submitted on forms furnished by the Road Commission and sealed in envelopes with the name and address of the bidder, and the item bid upon clearly marked thereon.

The Commission reserves the right to reject any or all bids, to waive minor technicalities, and to accept the bid that is deemed to be in the best interest of the Van Buren County Road Commission.

**BOARD OF COUNTY ROAD COMMISSIONERS  
OF VAN BUREN COUNTY, MICHIGAN**

Wayne Nelson, Chair  
W.C. Askew, Sr., Vice-Chair  
Reginald D. Boze, Member  
Doug Burleson, Member  
Gregory H. Kinney, Member

BID and AWARD

Date \_\_\_\_\_

Board of County Road Commissioners  
Of Van Buren County  
P.O. Box 156  
325 West James Street  
Lawrence, MI 49064

To Whom It May Concern:

The undersigned has examined the 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 performance and understands that the quantities shown in the estimate are approximate only and are subject to either increase or decrease; and hereby proposed to furnish all necessary machinery, tools, apparatus and other means of performing the work, perform 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 work in strict accordance with the project plan and specifications therefore.

The undersigned further proposes to perform such extra work as may be ordered by you, prices for such work not being included in the itemized bid, compensation therefore to be made on the basis agreed upon before such extra work is begun through an executed change order.

**The undersigned agrees to complete all items of work on or before October 19, 2024. The schedule for liquidated damages is located in the general specifications.**

**The Contractor shall submit a progress schedule subject to approval by the Project Engineer with their bid.**

BID SURETY

A Bid Bond or Certified Check must accompany this bid in an amount not less than five percent (5%) of the amount of the total bid, as based on quantities appearing on the form of the Proposal or other bid security as shall be outlined in the Proposal and/or the Special Provisions section of the Specifications. The Bid Bond or other security of the successful bidder will be held until the Contract has been duly executed.

PERFORMANCE AND PAYMENT BONDS

Only projects exceeding \$50,000 will require Performance and Payment Bonds.

The successful bidder shall furnish Performance and Payment Bonds in the amount of 25% of the contract amount in such form and with such sureties licensed to conduct business in the State of Michigan.



THE CONTRACT

The Contract Documents consist of the bid documents, this Agreement, Conditions of the Contract (General Supplementary, Special and other Conditions), Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiation, representations or agreements, either written or oral. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement will govern.

The undersigned bidder agrees that the following is a complete and accurate list of all sub-Contractors/suppliers to be utilized if awarded this contract and any change from this list will be permitted only with the consent of the Board of County Road Commissioners of Van Buren County. **LIST NAME OF EACH SUB-CONTRACTOR/SUPPLIER AND BRIEF DESCRIPTION OF WORK TO BE DONE OR MATERIAL TO BE SUPPLIED.**

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I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid, which will become a binding contract if accepted by the Board of County Road Commissioners of Van Buren County. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with or accepted anything of value from an official or employee of the Board of County Road Commissioners of Van Buren County that would tend to destroy or hinder free competition.

In the event the bidder is a co-partnership, each member must sign this proposal.

In the event 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.

I hereby state that I have read, understand and agree to be bound by all terms of this bid document.

SIGNATURE: \_\_\_\_\_ NAME: \_\_\_\_\_  
(TYPE OR PRINT)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street Address City State Zip

## STANDARD SPECIFICATIONS

The Standard Specifications for Construction of the Michigan Department of Transportation, 2020 Edition, as amended shall apply. Nothing herein will be construed to create any obligation or duty on the part of the Board of County Road Commissioners of Van Buren County, including obligations or duties which may be expressed or implied in the Standard Specifications for Construction of the Michigan Department of Transportation, unless specifically set forth in the contract documents.

The Contractor shall not receive any additional compensation due to delays caused by utility conflicts.

MACHINE GRADING, MODIFIED: The item of Machine Grading, Modified shall include all excavation including approaches, ditches, driveways, embankment, shaping, cutting and filling of roadway to achieve the typical cross section within the right of way. The item Machine Grading, Modified also includes necessary scarifying, plowing, disking, moving, compacting and shaping the earth to develop the typical cross section as shown on the plans and the disposal of all surplus or unsuitable material. Ditches shall be graded to provide positive drainage. Machine Grading, Modified includes but is not limited to the following work:

- Removal of rocks/boulders
- Removal of stumps, wood or concrete
- Removal of incidental trees and brush within ditching area
- Removal and/or relocation of existing signs or mailboxes
- Removal and/or relocation of fences.
- Match drive and approach grades to existing.
- Topsoil stripping, stockpiling, placing and shaping of at least 3 inches deep.

METHOD OF PAYMENT FOR MACHINE GRADING, MODIFIED: Machine Grading, Modified will be paid for by the station at the contract unit price. The pay item shall be measured along the center of the existing roadway and shall include both sides of the roadway to the right of way.

### PAY ITEM

### PAY UNIT

Machine Grading, Modified

Sta

AGGREGATE BASE: Section 302 of the Standard Specifications will apply. The contractor will furnish, place, compact and shape the material to obtain a depth as specified for the length of the project. Aggregate Base material will be compacted to not less than 98% of the maximum unit weight. Density tests may be performed at the discretion of the Project Engineer or his representative.

### Materials:

Materials shall meet the following requirements:

Dense-Graded Aggregate 22A as per section 902 of the Michigan Department of Transportation 2020 Standard Specifications for Construction. This material must either be approved by the Van Buren County Road Commission Project Engineer prior to use or be tested and documented by a third party testing company, approved by the Van Buren County Road Commission Project Engineer.

### Construction:

Preparation of Base: When required, the existing aggregate surface shall be bladed, or scarified and bladed, to remove irregularities in the grade.

### Placing and Compacting:

The aggregate shall be a uniform mixture and compacted in place with uniform density full depth. Aggregate shall not be placed when the base is unstable as determined by the Project Engineer or his representative.

METHOD OF PAYMENT AGGREGATE BASE: The item of Aggregate Base will be paid by the ton. Aggregate Base payment includes all labor, equipment and materials required for the construction, maintenance and removal of the aggregate surface. The pay quantity for this item shall not exceed the plan quantity unless the contractor has received a written change order from the Van Buren County Road Commission Project Engineer. Amounts in excess of the plan quantity will not be considered for payment unless an error in calculations is proven.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Aggregate Base, 6" in Trench	Ton
Aggregate Base	Ton
Aggregate Base, 2" Prior to Crush and Shape	Ton

CULVERTS: The items of culvert will include all labor and material for placing the new culverts as specified. Excavating and backfilling will be included in the item of culverts. **Granular bedding, gaskets, geotextile fabric and backfill will be included in the item of Culverts.** Culverts vary in depth. All joints in culverts shall be wrapped with geotextile fabric.

It is the contractor's responsibility to protect all new culverts from damage by heavy equipment by ramping or other means necessary.

METHOD OF PAYMENT FOR CULVERT: The item of Culvert will be paid by the linear foot or lump sum.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Culv, CI A, 18 inch Aluminized, Type II (1 at 50')	Ft
Culv, CI A, 24 inch Aluminized, Type II (1 at 80')	Ft
Culv, CI A, 30 inch Aluminized, Type II (1 at 60')	Ft
Culv, CI F, 15 inch (1 at 24', 21 at 30', 8 at 40', 1 at 50')	Ft
Culv, CI F, 18 inch (3 at 30', 2 at 40')	Ft
Culv, CI F, 24 inch (2 at 30', 1 at 50')	Ft
Culv, CI F, 30 inch (1 at 40')	Ft
Culv, Arch Pipe, Aluminized, Type II, 10 gauge 95"x67", 60' Long	LSUM

TRENCHING: The trench will be approximately 3-6' feet wide and 6 inches deep on both sides of the existing roadway and may vary to achieve the proposed typical cross section.

METHOD OF PAYMENT FOR TRENCHING: The item of Trenching, will be paid for by the station and will be measured along the centerline of the roadway for each side.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Trenching	Sta

DRIVEWAY, REINF CONC, 4 INCH: This work consists of constructing reinforced concrete driveways as required by the contract. Construct driveways in accordance with subsection 803.03, for sidewalks, in the MDOT Standard Specifications for Construction Manual.

Use wire mesh reinforcement in accordance with Standard Plan R-29 Series

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Driveway, Reinf Conc, 4 inch	Syd

TURF ESTABLISHMENT: This work consists of preparing all lawns and slopes that require slope restoration and applying topsoil, fertilizer, seed and mulch with mulch anchor. Section 816 of the Standard Specifications for Construction and Standard Plan R-100 Series will apply.

TURF ESTABLISHMENT includes all labor, equipment and materials required to install Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch and Mulch Anchoring.

1. Prior to the seeding operation, the topsoiled surface should be lightly disked or harrowed to provide acceptable soil condition for the seed. Should seeding be delayed and the surface becomes compacted or crusted, it will be necessary to disk or harrow again. Whenever an area is to be topsoiled, seeded, fertilized and mulched, it is desirable to pre-measure this area so the Contractor may determine amounts of materials to be placed in order to comply with the prescribed application rate. These pre-measurements should be kept in the project records to verify that application rates were reasonably close. Application rates are detailed in the specifications. Particular care should be paid to getting enough adhesive on mulch, as this is often a problem area that may result in a price adjustment on mulch when the adhesive is below the prescribed application rate.
2. Experience has identified several factors that influence the establishment of turf, and these have been further proven by the turf research program conducted by MDOT and Michigan State University. The most important factor is seed bed preparation, particularly on the heavier glacial tills where finishing operations tend to compact the soil. The soil should be loose and friable, at least 3 inches in depth, before placing topsoil. This is necessary to permit the fine hair roots of the grass seed to penetrate the soil deep enough to establish itself. The use of a pulvimixer or other means of loosening the soil is suggested.
3. Good quality seed, selected from the Qualified Products List and meeting the required specifications, is essential for a good catch of grass. The operation of seeding must be considered important and critical. Drilling, broadcasting and hydroseeding are among the methods of sowing currently in use, with better results ensuing from the drilling method.
4. Mulch may consist of straw, hay, marsh hay or mulch blanket. Hay is comparable to straw but will lay heavier and not adhere as well. However, it contains more permanent grass seed and less cereal grains. Sodding ditches is best, as mulch will float down the ditch plugging drainage structures or culverts. In applying mulch, winds should not be so strong that control of application is impossible. Adhesive should be applied along with the mulch or immediately following. Heavier applications along the shoulder help prevent the mulch from rolling up or whipping off by traffic. Mulch blanket material must be selected from the Qualified Products List. The blanket rolls will be a minimum of 3 feet (1 m) wide and will be placed with the netting on top and the wood fiber against the soil. Adjacent blankets will be placed snugly against each other and stapled to the slope at approximately 32-inch intervals along the joints, edges and centerline of the blanket.

MATERIALS:

Sections 816 and 917 will apply unless modified by this special provision or directed by the Engineer. The following materials must be used on this project:

1. Seeding, Mixture THV
2. Fertilizer, Chemical Nutrient, Class A
3. Mulch and Mulch Anchoring.

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. 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 minimum indicated depth 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 ½ inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top ½ inch of topsoil.

Apply mulch and mulch anchoring at a rate specified in subsection 816.03 of the Standard Specification.

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. Weed control will be at the Contractor's expense with no additional charges to the project.

MEASURE AND PAYMENT: The completed work as measured shall be paid for at the contract unit price for the following contract item (pay item).

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Fertilizer, Chemical Nutrient, CI A	Lb
Mulch	Syd
Mulch Anchoring	Syd
Mulch Blanket	Syd
Seeding, Mixture THV	Lb

MINOR TRAF DEVICES: The pay item for Minor Traf Devices covers the following:

- Providing, installing, maintaining, relocating and removing traffic cones, barrels, barricades, arrow boards, temporary signage and other traffic devices.
- Maintaining local traffic.

PAY ITEM

PAY UNIT

Minor Traf Devices

LSUM

EXTENDED RESTORATION: The item of Extended Restoration will include all labor, material and equipment required to maintain the restoration of the construction site. The contractor shall be responsible for the permanent establishment of turf and maintaining the temporary and permanent soil erosion control measures for a period of one year from the date of final approval or when the site is stabilized and approved by the Engineer. This may include reseeding, maintaining check dams, silt fences and spillways, and fixing erosion on site. Before final acceptance of the work, the Contractor shall remove all unused materials, erosion control devices, and rubbish.

METHOD OF PAYMENT FOR EXTENDED RESTORATION: The item of Extended Restoration will be paid for as a lump sum.

PAY ITEM

PAY UNIT

Extended Restoration

LSUM

VAN BUREN COUNTY ROAD COMMISSION  
LAWRENCE, MICHIGAN

GENERAL SPECIFICATIONS

MICHIGAN DEPARTMENT OF TRANSPORTATION – STANDARD SPECIFICATIONS

The work covered by this document will be done in accordance with the 2020 Michigan Department of Transportation Standard Specifications for Construction, except as qualified in supplemental specifications and special conditions of the Van Buren County Road Commission or as agreed to in writing at the time of the award of the contract.

DEFINITION OF TERMS

See Section 101 of Michigan Department of Transportation Standard Specifications for Construction, 2020.

SPECIAL CONDITIONS

Special requirements, regulations or directions applying to a particular project may be made a part of these specifications.

THE WORK

The work consists of the completed services, construction and/or paving by the Contract Documents and includes all materials and labor incorporated or to be incorporated therein.

RESPONSIBILITIES OF CONTRACTOR

- A. Responsibility for and Supervision of Construction. Unless otherwise stated herein, Contractor will be solely responsible for all construction under this Contract, including the methods, techniques, sequences, procedures and means and for coordination of all work. Contractor will supervise and direct the work to the best of the Contractor's ability, and give it all attention necessary for such proper supervision and direction.
- B. Discipline and Employment. Contractor will maintain at all times strict discipline among Contractor's employees and contractor agrees not to employ for work on the project any person unfit for without sufficient skill to perform the job for which he or she was employed.
- C. Furnishing of Labor, Materials, etc. Unless otherwise stated herein, Contractor will provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, utilities, including water, transportation and all other facilities and services necessary for the proper completion of work on the contract documents.
- D. Payment of Taxes: Procurement of Licenses and Permits. Contractor will pay all taxes required by law in connection with work on the project in accordance with this agreement including sales, use, and similar taxes, and will secure all licenses and permits necessary for proper completion of the work, paying the fees for such licenses and permits.
- E. Compliance with Laws and Regulations. Contractor will comply with all laws and ordinances, and the rules, regulations or orders of all public authorities relating to the performance of work under and pursuant to this Agreement including, but not limited to, the Occupational Safety and Health Act of 1970, the Michigan Occupational Safety and Health Act, and the rules and regulations of the Michigan Construction Safety Commission.

## RESPONSIBILITIES OF CONTRACTOR (CONT'D)

F. Compliance with Soil Erosion and Sedimentation Control Operating Procedures. Contractor shall comply with all Soil Erosion and Sedimentation Control Operating Procedures for the Van Buren County Road Commission as attached.

G. Responsibility for Negligence of Employees and Subcontractors. Contractor assumes full responsibility for acts, negligence or omissions of all of Contractor's employees on the project, for those of Contractor's, subcontractors and their employees and for those of all other persons doing work under a contract with Contractor.

H. Responsibility for Safety. Van Buren County Road Commission will provide traffic control devices as necessary. These traffic control devices may include Type II Barricades, Type III Barricades, and Construction Ahead or Road Work Ahead signs. The Contractor is responsible to maintain these devices for the duration of the project and report any damage immediately to the Project Engineer. Unless otherwise stated herein, at Contractor's expense, Contractor will take necessary precautions for the safety of, and the prevention of injury, loss and damage to, persons and property (including, without limitation, in term persons, members of the public, employees, Contractor's subcontractors and their respective employees, other contractors, their subcontractors and respective employees) on, about or adjacent to the location where the work is being performed, and will comply with all applicable provisions of safety rules, ordinances, codes, regulations, and orders of duly-constituted public authorities including, but not limited to the Michigan Manual of Uniform Traffic Control Devices.

I. Responsibility of Subcontractors. The Contractor will require any subcontractor hired by the Contractor for the purpose of performing any of the work described by the Contract documents to be bound by all of the terms and conditions of the Contract documents and to perform the work in accordance with the Contract documents. Each and every condition of the Contract documents, including without limitations, the RESPONSIBILITIES OF THE CONTRACTOR, will be made a condition of each subcontract entered into by the Contractor in conjunction with the performance of the work.

## INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the Board of County Road Commissioners of Van Buren County, its officers, employees, representatives and agents from and against any and all claims, damages, demands, payments, suits, actions, recoveries, judgments and/or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only if caused in whole or in part, by the act, omissions, fault, negligence or breach of conditions of this Contract by negligent acts or omissions of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Contractor will not, however, be obligated to indemnify the board of County Road Commissioners of Van Buren County, for any damage or injuries caused by or resulting from the sole negligence of the Board of County Road Commissioners of Van Buren County. Such obligation will not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as a party or person described in this paragraph.

In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, the Contractor's sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph will not be limited by a limitation on amount of type of damages, compensation or benefits payable by or for the Contractor or the Contractor's subcontractors under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.



## INSURANCE

A. Contractor's Insurance. Prior to start of the Contractor's work, the Contractor will procure for the Contractor's work and maintain in force the completion of the work, worker's compensation insurance, employer's liability insurance, comprehensive general liability insurance and all insurance required of the contract under the contract documents.

"The Board of County Commissioners, The Board of County Road Commissioners, The Van Buren County Road Commission, and their officers, agents, and employees for claims arising out of, under, or by reason of operations covered by the permit issued to the permittee, as their interests may appear."

The insurance will include contractual liability insurance covering the Contractor's obligations under its agreement of indemnification as set forth herein.

B. Minimum Limits of Liability. The Contractor's comprehensive general and automobile liability insurance as required herein, will be written with limits of liability not less than the following:

- a. Comprehensive general liability including completed operations
  - (1) \$2,000,000.00 each occurrence or \$1,000,000 each occurrence with a \$1,000,000 umbrella
- b. Property damage
  - (2) \$1,000,000.00 each occurrence.

C. Number of Policies. Comprehensive general liability insurance and other liability insurance may be arranged under a single policy for the full limit required or by combination of underlying policies with the balance provided by an excess or umbrella liability policy.

D. Cancellation, Renewal or Modification. The Contractor will maintain in effect all insurance coverage required under Agreement at the Contractor's sole expense and with insurance companies acceptable to the Board County Road Commissioners of Van Buren County.

All insurance policies will contain a provision that the coverage afforded there under will not be cancelled or not renewed nor restrictive modifications added at any time after a certificate of insurance required under agreement has been issued before the work; as defined herein, has been completed, until at least thirty (30) days prior thereto written notice has been given to the Board of County Road Commissioners of Van Buren County unless otherwise specifically required in the Contract Documents.

Certificates of insurance or certified copies of policies acceptable to the Board of County Road Commissioners of Van Buren County will be filed with the Board of County Road Commissioners of Van Buren County prior to the commencement of the Contractor's work.

Nothing contained in this Agreement, nor the Board of County Road Commissioners of Van Buren County's compliance therewith, will relieve the Contractor from its obligations under the Contract to purchase and maintain required insurance or to indemnify the Board of County Road Commissioners of Van Buren County.

## PROGRESS CLAUSE

The successful bidder will be required to submit a Progress Schedule, giving an outline of his proposed order of work and to indicate the dates for completion of the work. This outline, when approved by the Road Commission, will become a part of the contract.

TITLE VI REQUIREMENTS

“The Van Buren County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and 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.”

The Road Commission reserves the right to reject any or all bids, to waive irregularities in the bidding and to award the bid in any manner deemed to be in the best interest of the Road Commission. Further, the Board reserves the right to cancel the award if the equipment is not delivered on or before the date set forth in the bid.

EXECUTION OF THE WORK

The Contractor will begin the work within five (5) days after being notified by the Road Commission of the award of the contract, unless this is inconsistent with the Progress Schedule, in which case the Progress Schedule will govern. He will execute the work in the order given in the Progress Schedule, with 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 Schedule, 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 Road Commission will have the right to require the contractor to furnish and place in operation such additional force and equipment as the Road Commission will deem necessary to bring the work up to the Progress Schedule; and in case of the Contractor’s neglect to do so, the Road Commission may place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plan and equipment as in its judgment is reasonable, and for such time as the plant and equipment are in service.

ESTIMATED QUANTITIES

The quantities listed in the proposal are estimated quantities. Increases or decreases in quantities will not be considered as a basis for adjustment in unit prices and Articles 103.02 of M.D.O.T. Standard Specifications for Construction, 2020 will not apply in this regard.

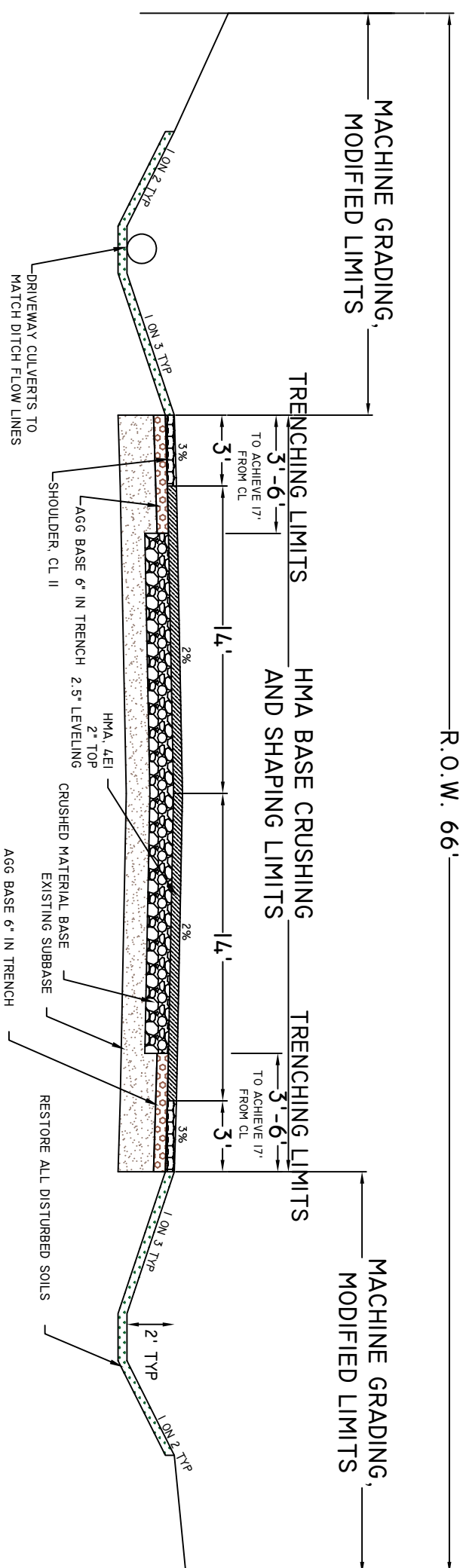
LIQUIDATED DAMAGES

Failure to complete the project on or before the completion date specified will be assessed according to the following schedule:

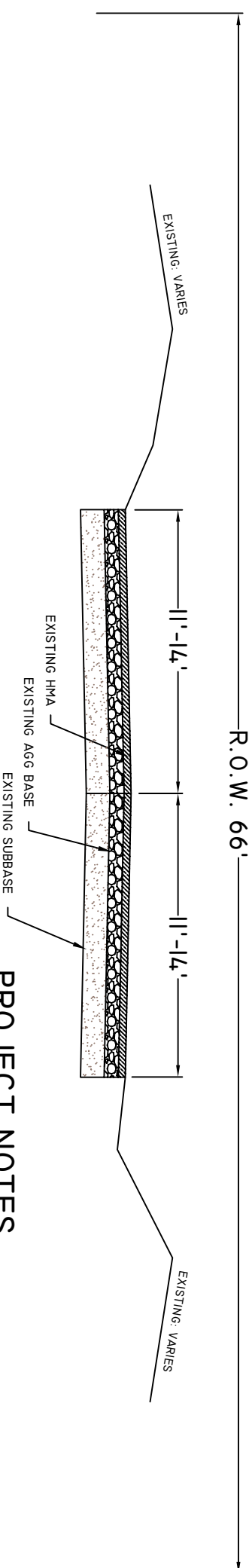
	Original Contract Amount	Liquid Damages Per Calendar Day
\$	0 to 100,000	500
	>100,000 to 500,000	800
	>500,000 to 1,000,000	1,000
	>1,000,000 to 5,000,000	1,500
	>5,000,000 to 15,000,000	2,000
	>15,000,000	4,000

The liquidated damages may be delayed if the contractor meets the requirements set forth in Section 108.10 of the 2020 Standard Specifications for Construction. Approval of the Project Engineer is required.

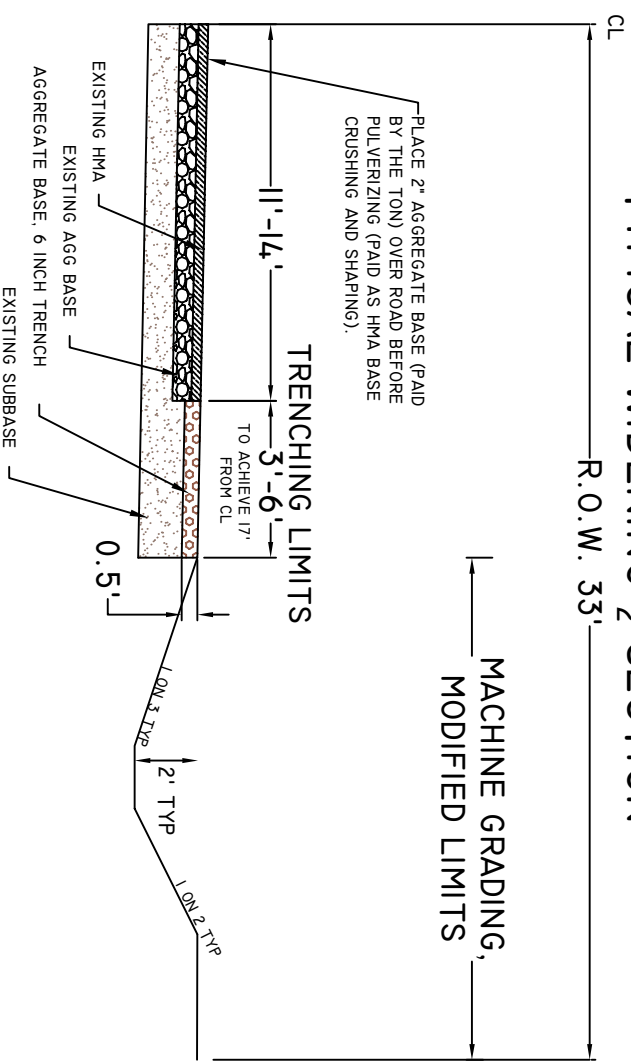
## TYPICAL PROPOSED SECTION



## TYPICAL EXISTING SECTION



## TYPICAL WIDENING 1/2 SECTION



### PROJECT NOTES

1. COORDINATE ALL TRAFFIC CONTROL WITH VAN BUREN COUNTY ROAD COMMISSION
2. HMA BASE CRUSHING AND SHAPING SHALL BE AT A DEPTH AVERAGING 8-12 INCHES.
3. REMOVE, STORE, AND RESET ANY EXISTING SIGNS AS DIRECTED BY THE ENGINEER.
4. CLEAN ADJACENT ROADWAYS WHEN NECESSARY.
5. APPLY DUST CONTROL TO SITE WHEN NECESSARY TO PREVENT AIRBORNE SEDIMENT TRANSFER.
6. TRENCHED MATERIAL MAY BE USED AS EMBANKMENT WHERE NECESSARY AND APPROVED BY THE ENGINEER.
7. FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL 1-800-482-7171 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS, PRIOR TO BEGINNING EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.

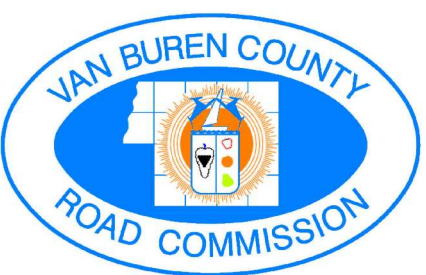
### HMA CORE INFO.

1. STATION 11+4.0, 6' SOUTH OF CL - 3.5"
2. STATION 86+4.5, 3' SOUTH OF CL - 4.75"
3. STATION 134+0.0, 9' SOUTH OF CL - 7.5"
4. STATION 114+9.0, 3' NORTH OF CL - 4.25"
5. STATION 38+6.0, 5' WEST OF CL - 4.5"

CR 388 FROM  
CR 653 SOUTH  
TO KALAMAZOO  
COUNTY  
PINE GROVE TWP.  
PLAN VIEW

VAN BUREN COUNTY ROAD COMMISSION  
325 W. JAMES ST., P.O. BOX 156  
LAWRENCE, MI 49064

BETTER HIGHWAYS: SAVE LIVES, SAVE TIME, SAVE MONEY



PROJECT 459.2117

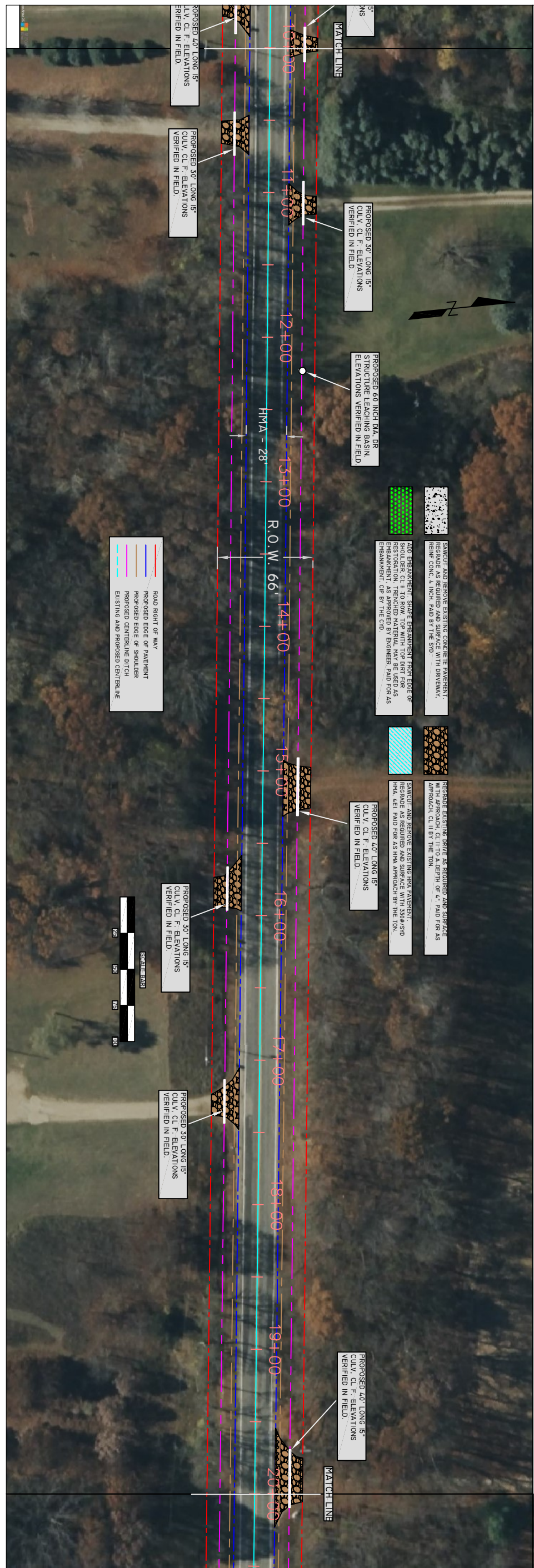
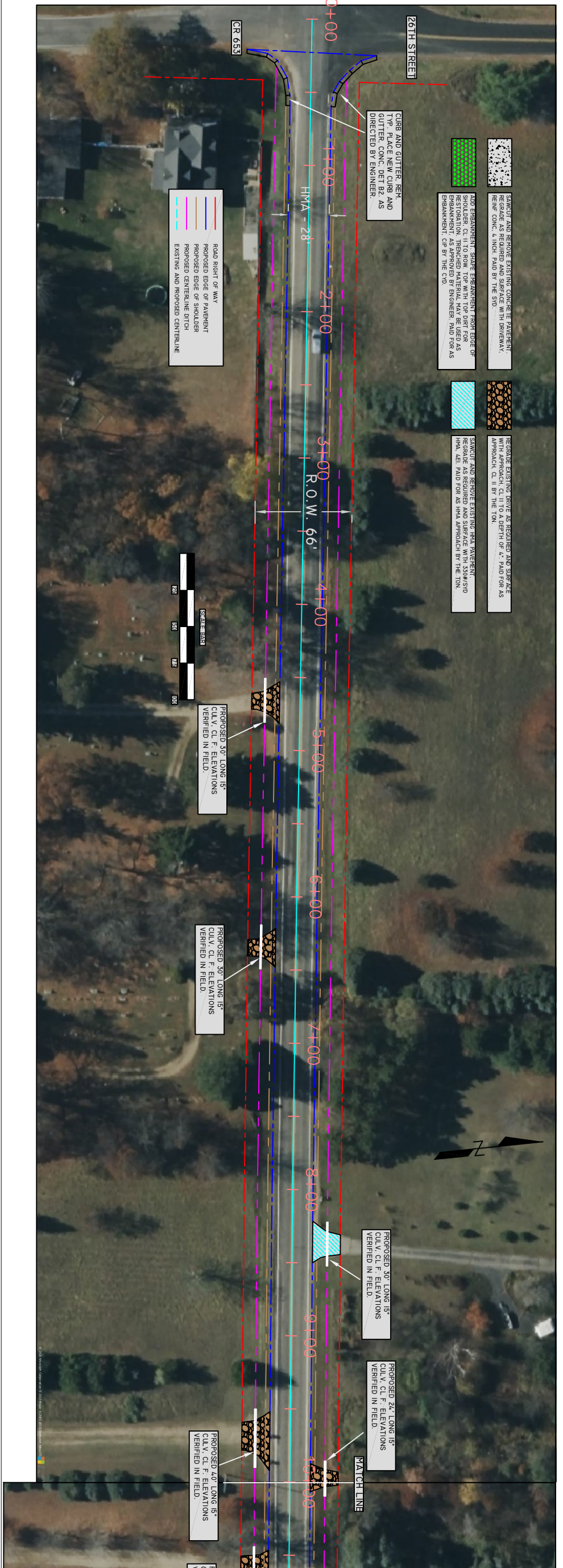
DECEMBER 20, 2023

PLANS 12-20-2023  
REVISIONS 02-14-2024  
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REVISIONS XX-XX-2024

PAGE 1 OF 10

DRAWN BY  
DAVID CLIFT JR.





CR 388 FROM  
CR 653 SOUTH  
TO KALAMAZOO  
COUNTY  
PINE GROVE TWP.  
PLAN VIEW

VAN BUREN COUNTY ROAD COMMISSION  
325 W. JAMES ST., P.O. BOX 156  
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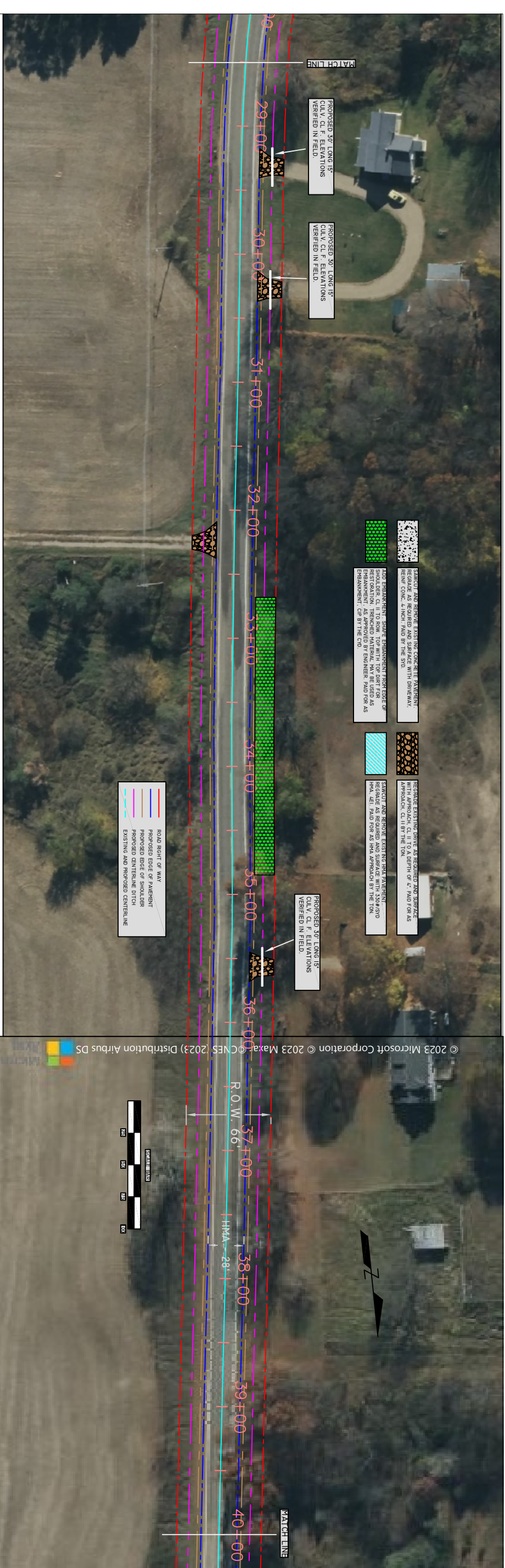
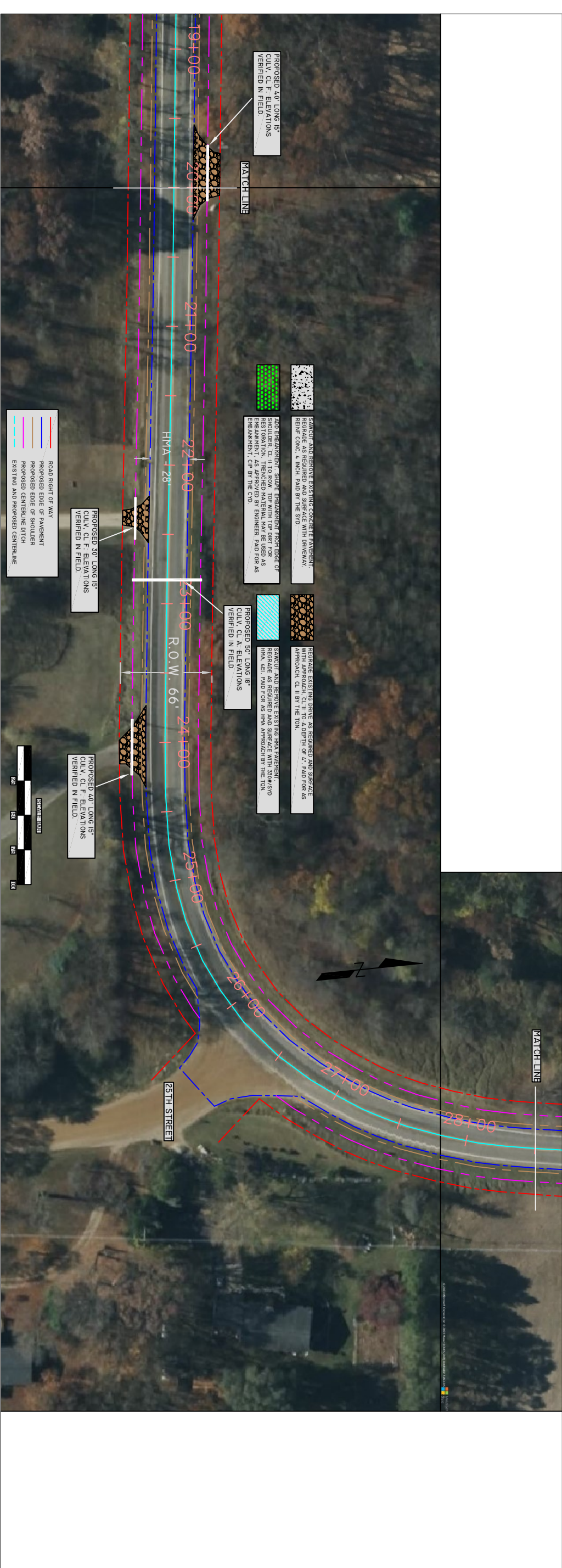
PROJECT 459.2117  
DECEMBER 20, 2023

PLANS 12-20-2023  
REVISIONS 02-14-2024  
REVISIONS XX-XX-2024  
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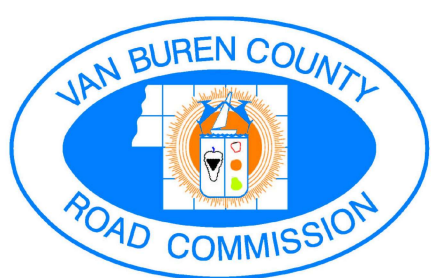




CR 388 FROM  
CR 653 SOUTH  
TO KALAMAZOO  
COUNTY  
PINE GROVE TWP.  
PLAN VIEW

VAN BUREN COUNTY ROAD COMMISSION  
325 W. JAMES ST., P.O. BOX 156  
LAWRENCE, MI 49064

BETTER HIGHWAYS: SAVE LIVES, SAVE TIME, SAVE MONEY



PROJECT 459.2117  
DECEMBER 20, 2023

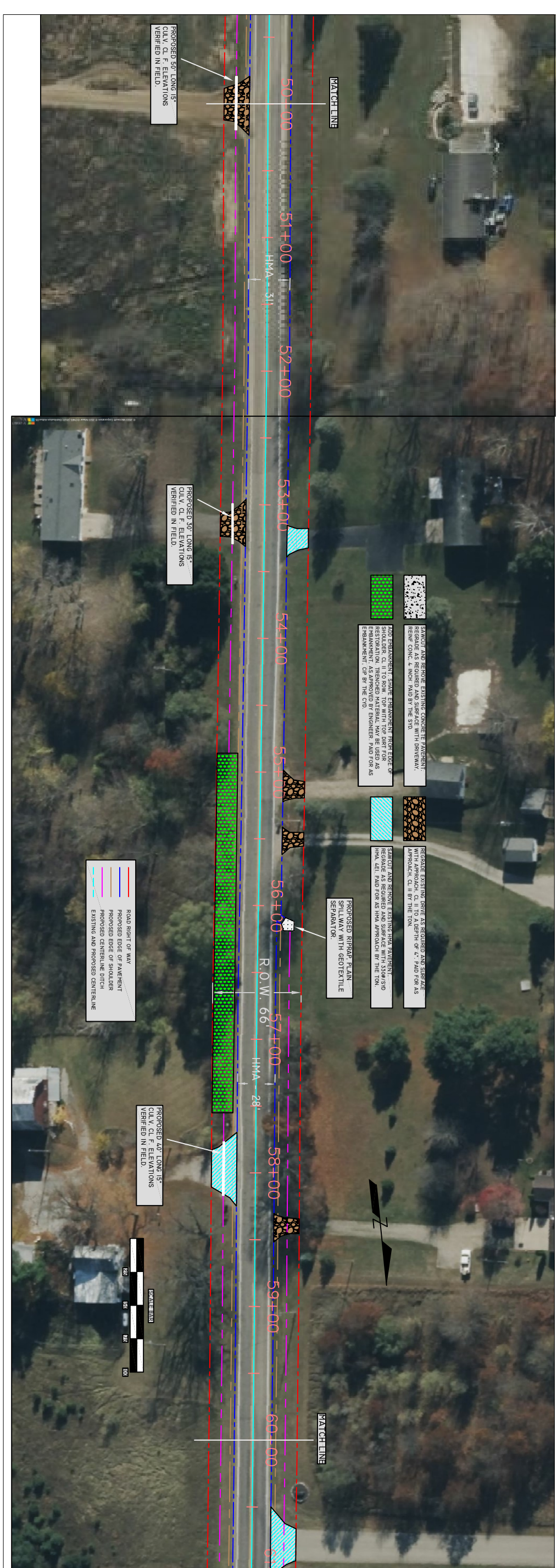
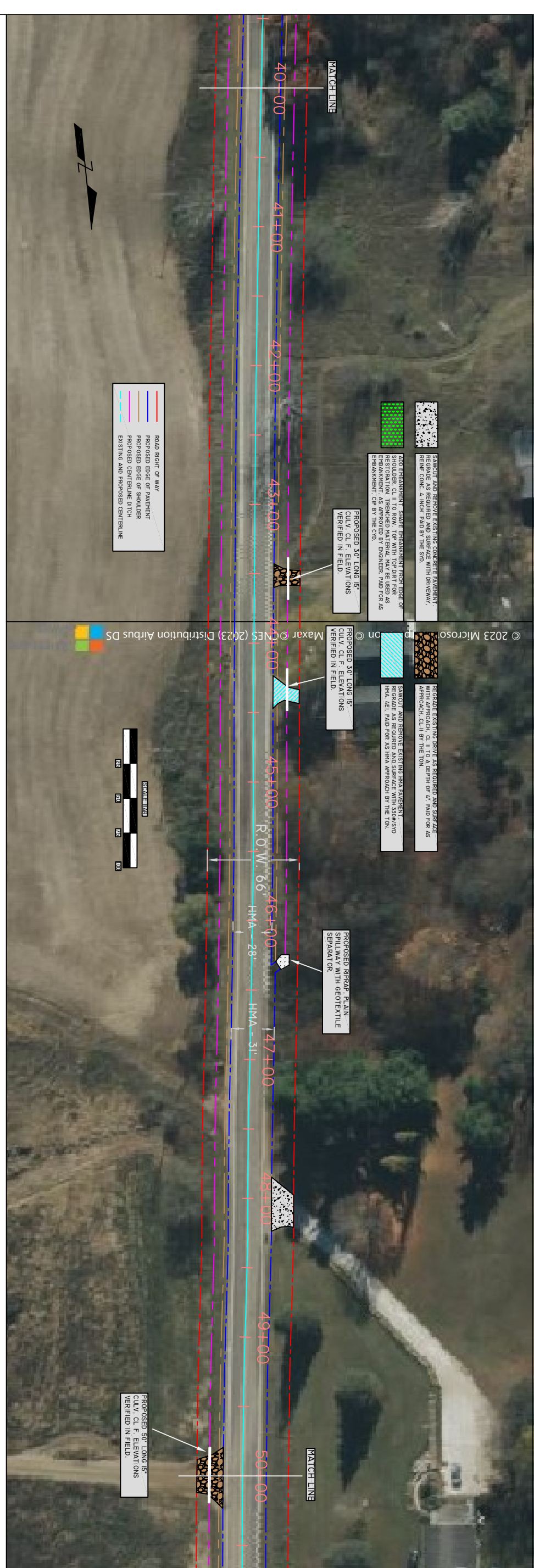
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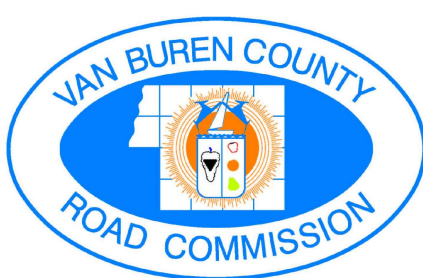




CR 388 FROM  
CR 653 SOUTH  
TO KALAMAZOO  
COUNTY  
PINE GROVE TWP.  
PLAN VIEW

VAN BUREN COUNTY ROAD COMMISSION  
325 W. JAMES ST., P.O. BOX 156  
LAWRENCE, MI 49064

BETTER HIGHWAYS: SAVE LIVES, SAVE TIME, SAVE MONEY



PROJECT 4.59.2117  
DECEMBER 20, 2023

PLANS 12-20-2023  
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REVISIONS XX-XX-2024

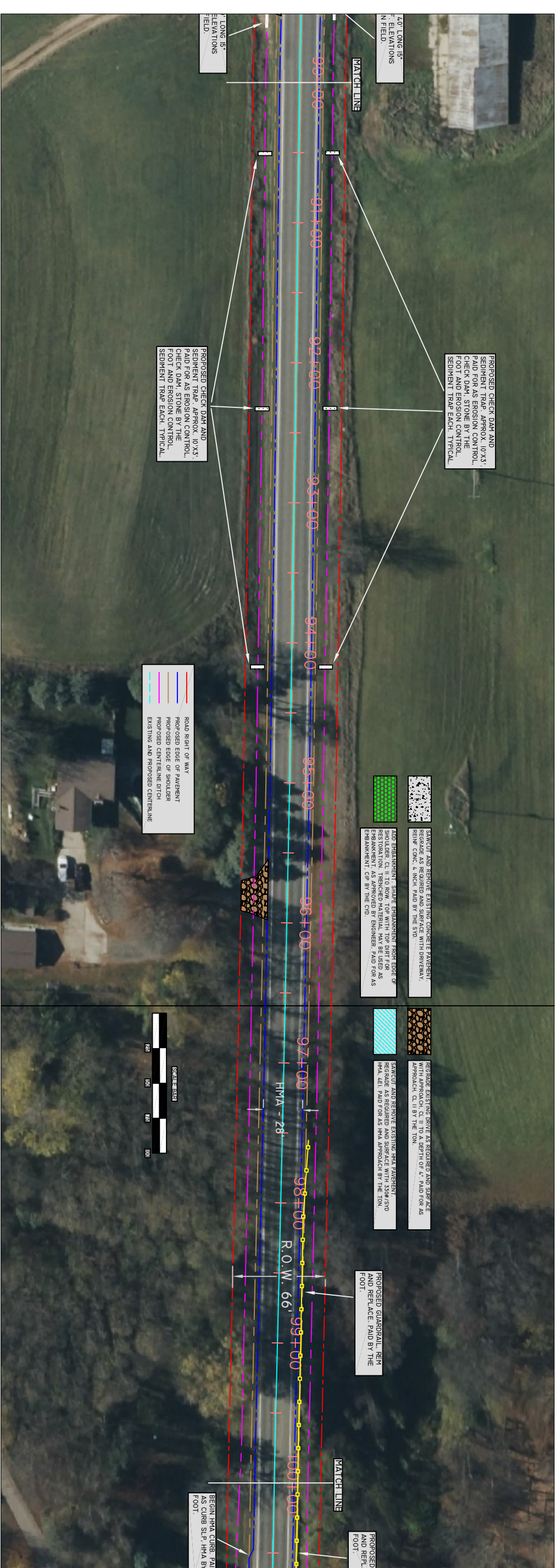
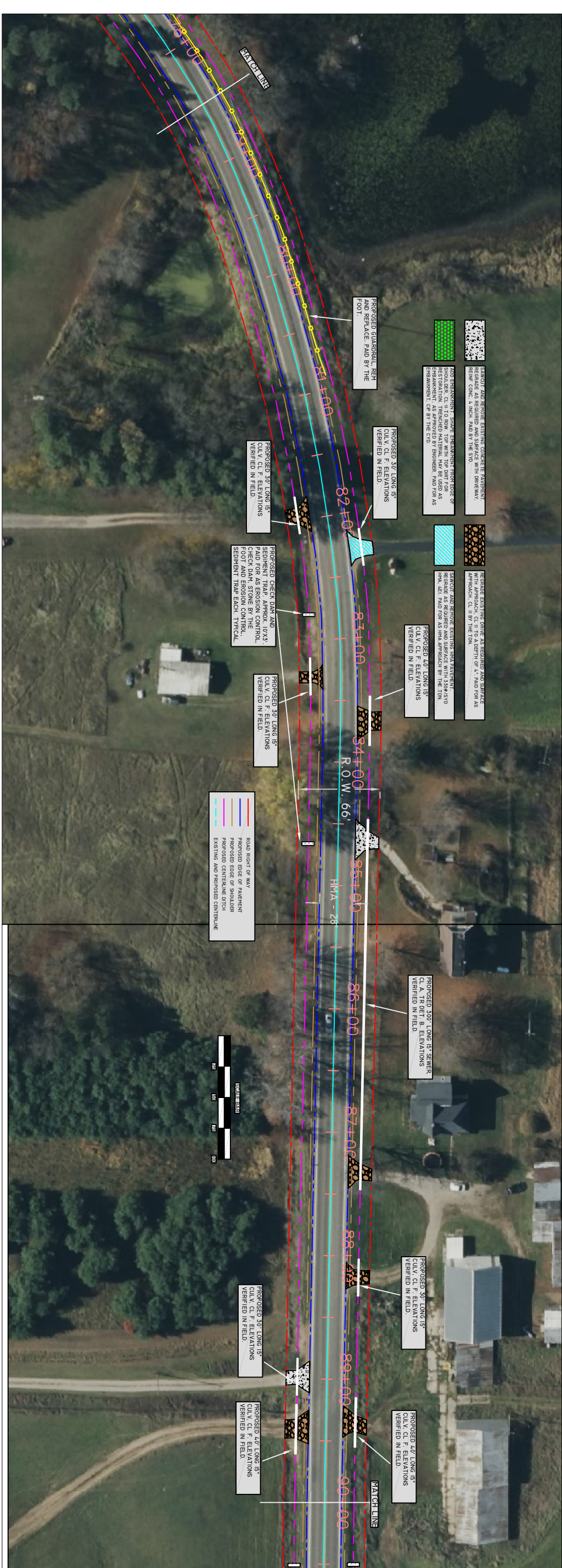
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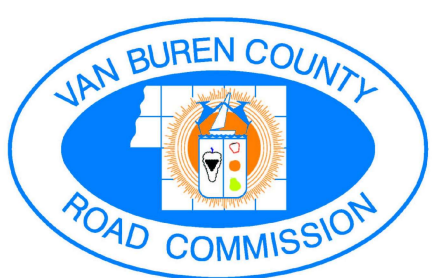
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DAVID CLIFT JR.



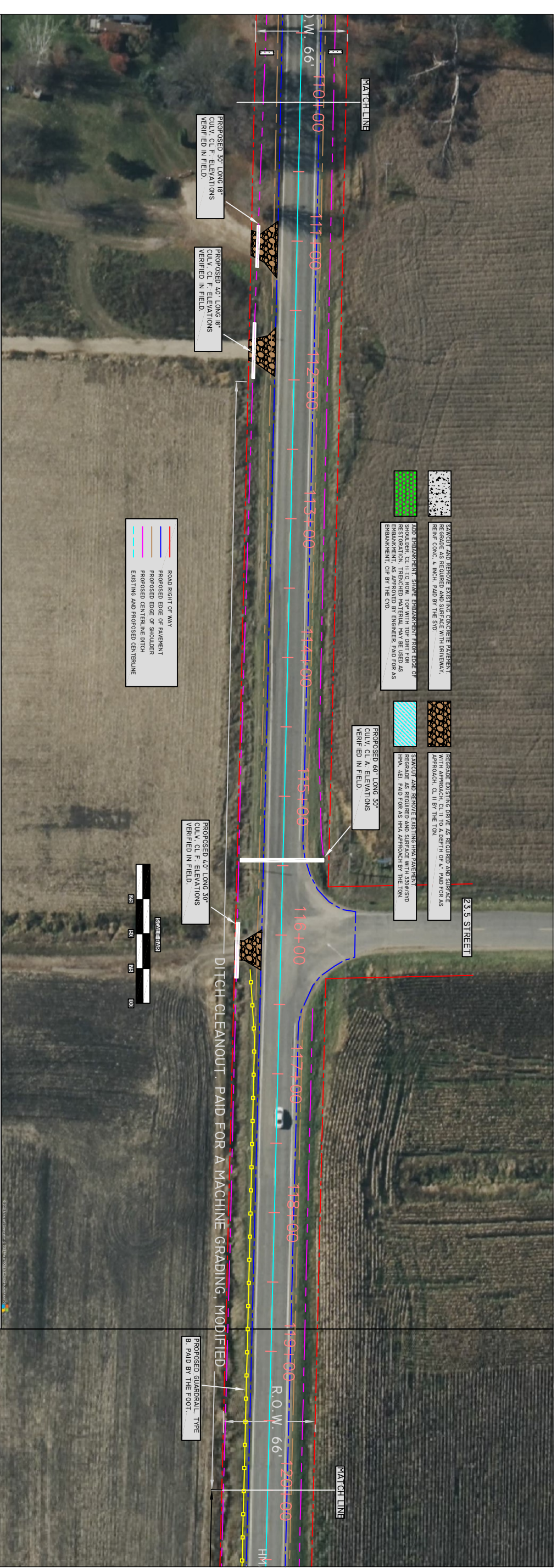






PLANS 12-20-2023 REVISIONS 02-14-2024 REVISIONS XX-XX-2024 REVISIONS XX-XX-2024	DECEMBER 20, 2023 PROJECT 459.2117		<b>VAN BUREN COUNTY ROAD COMMISSION</b> 325 W. JAMES ST., P.O. BOX 156 LAWRENCE, MI 49064 BETTER HIGHWAYS: SAVE LIVES, SAVE TIME, SAVE MONEY	CR 388 FROM CR 653 SOUTH TO KALAMAZOO COUNTY PINE GROVE TWP. PLAN VIEW
PAGE 6 OF 10 DRAWN BY DAVID CLIFT JR.				

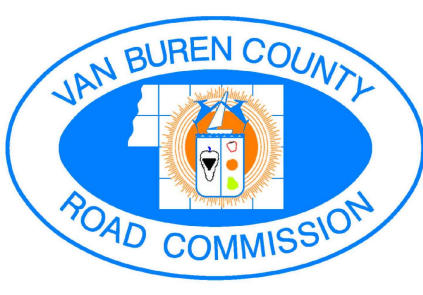




CR 388 FROM  
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COUNTY  
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PLAN VIEW

VAN BUREN COUNTY ROAD COMMISSION  
325 W. JAMES ST., P.O. BOX 156  
LAWRENCE, MI 49064

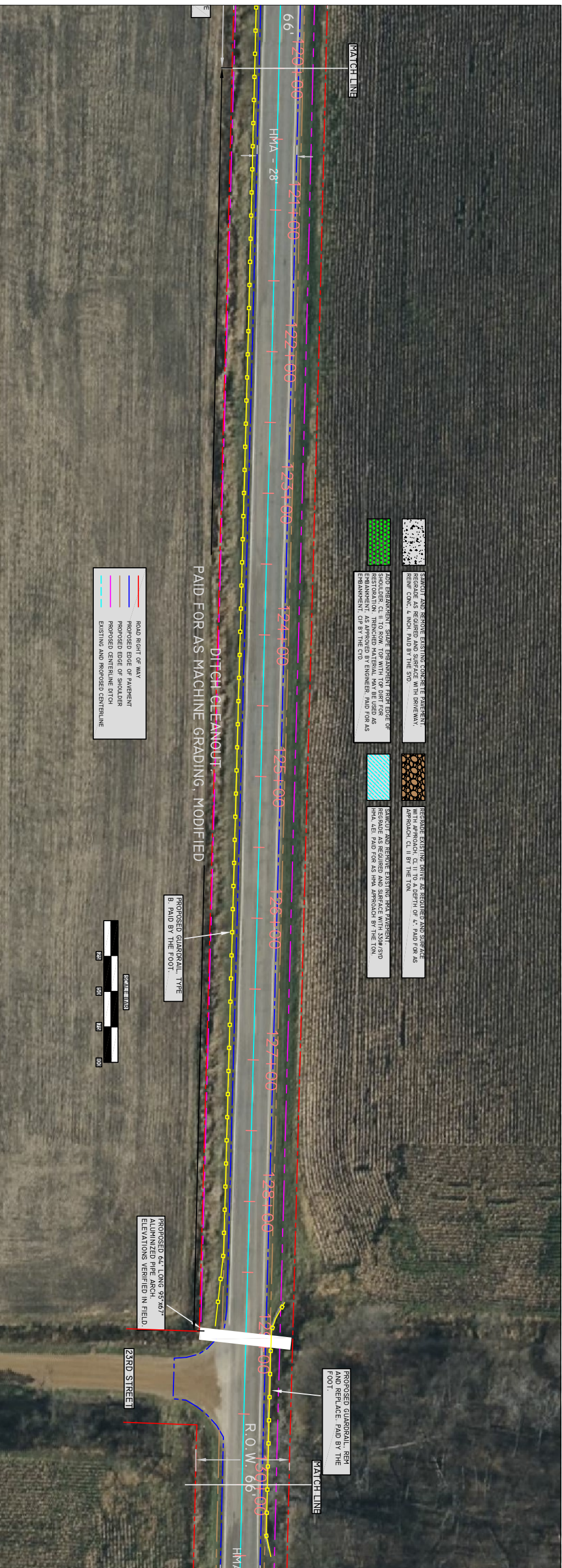
BETTER HIGHWAYS: SAVE LIVES, SAVE TIME, SAVE MONEY



PROJECT 459.2117  
DECEMBER 20, 2023

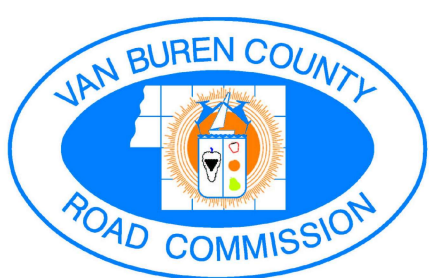
PLANS	12-20-2023
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DECEMBER 20, 2023  
PROJECT 459.2117

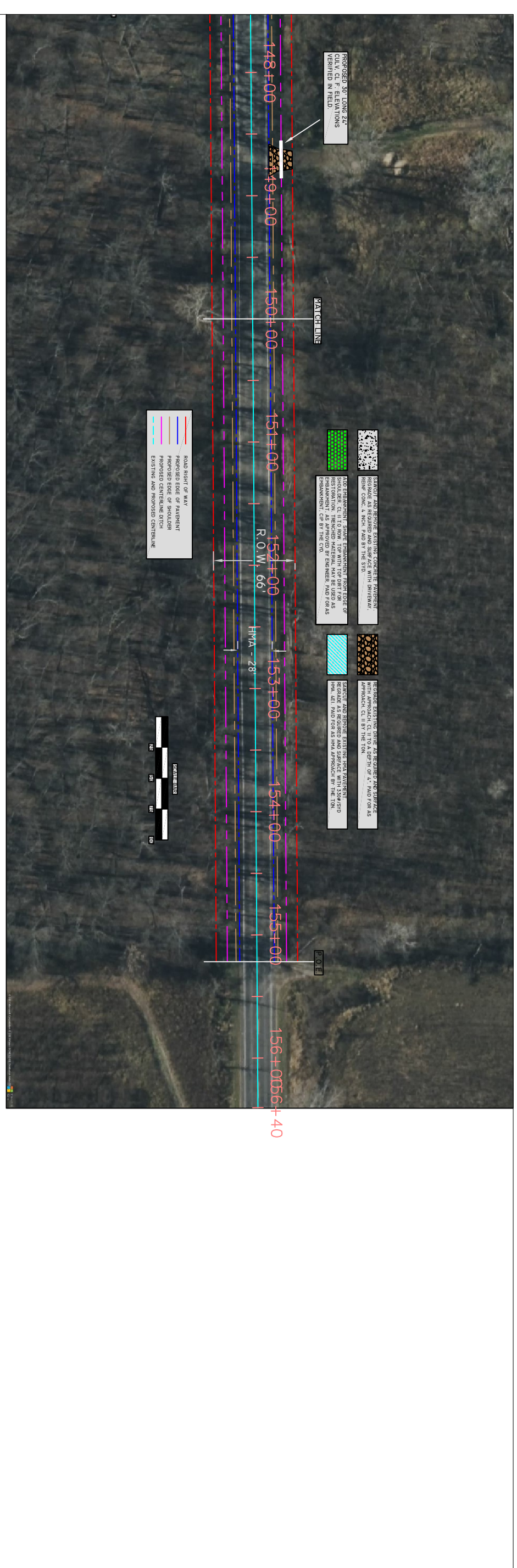
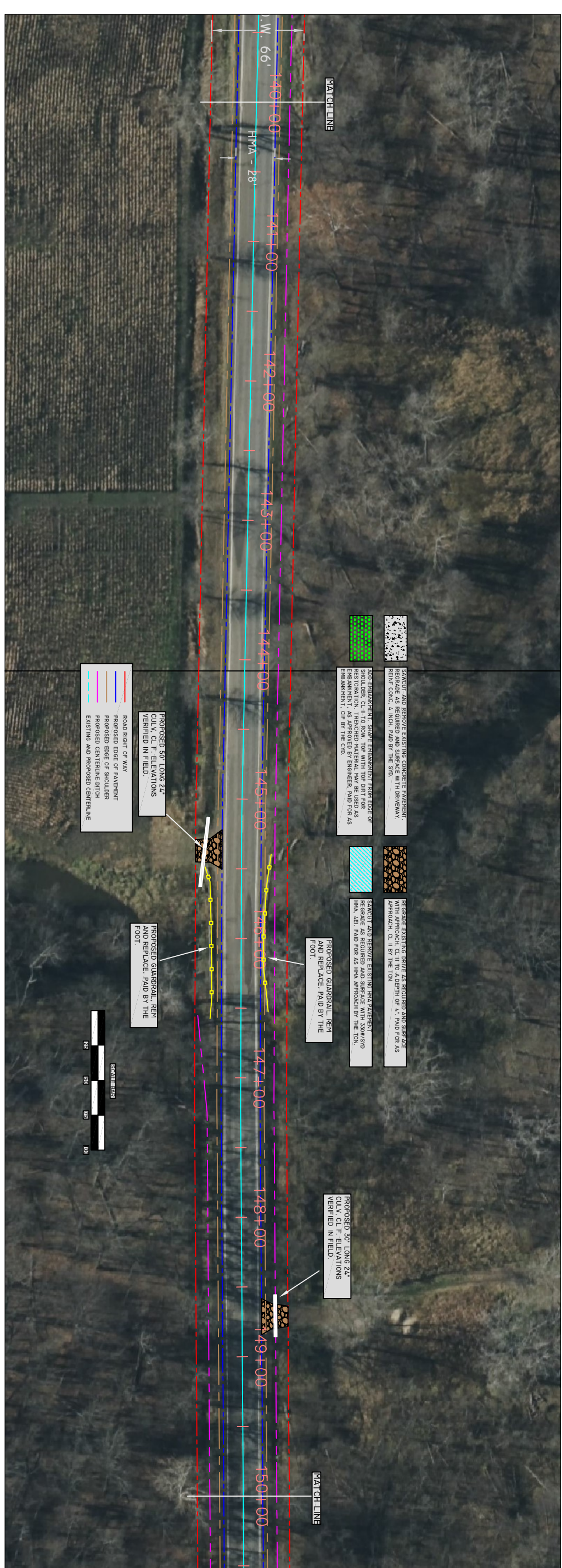


VAN BUREN COUNTY ROAD COMMISSION  
325 W. JAMES ST., P.O. BOX 156  
LAWRENCE, MI 49064

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CR 388 FROM  
CR 653 SOUTH  
TO KALAMAZOO  
COUNTY  
PINE GROVE TWP.  
PLAN VIEW

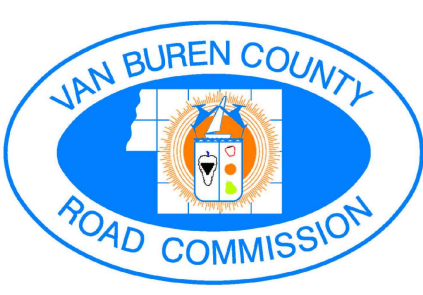




CR 388 FROM  
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PINE GROVE TWP.  
PLAN VIEW

VAN BUREN COUNTY ROAD COMMISSION  
325 W. JAMES ST., P.O. BOX 156  
LAWRENCE, MI 49064

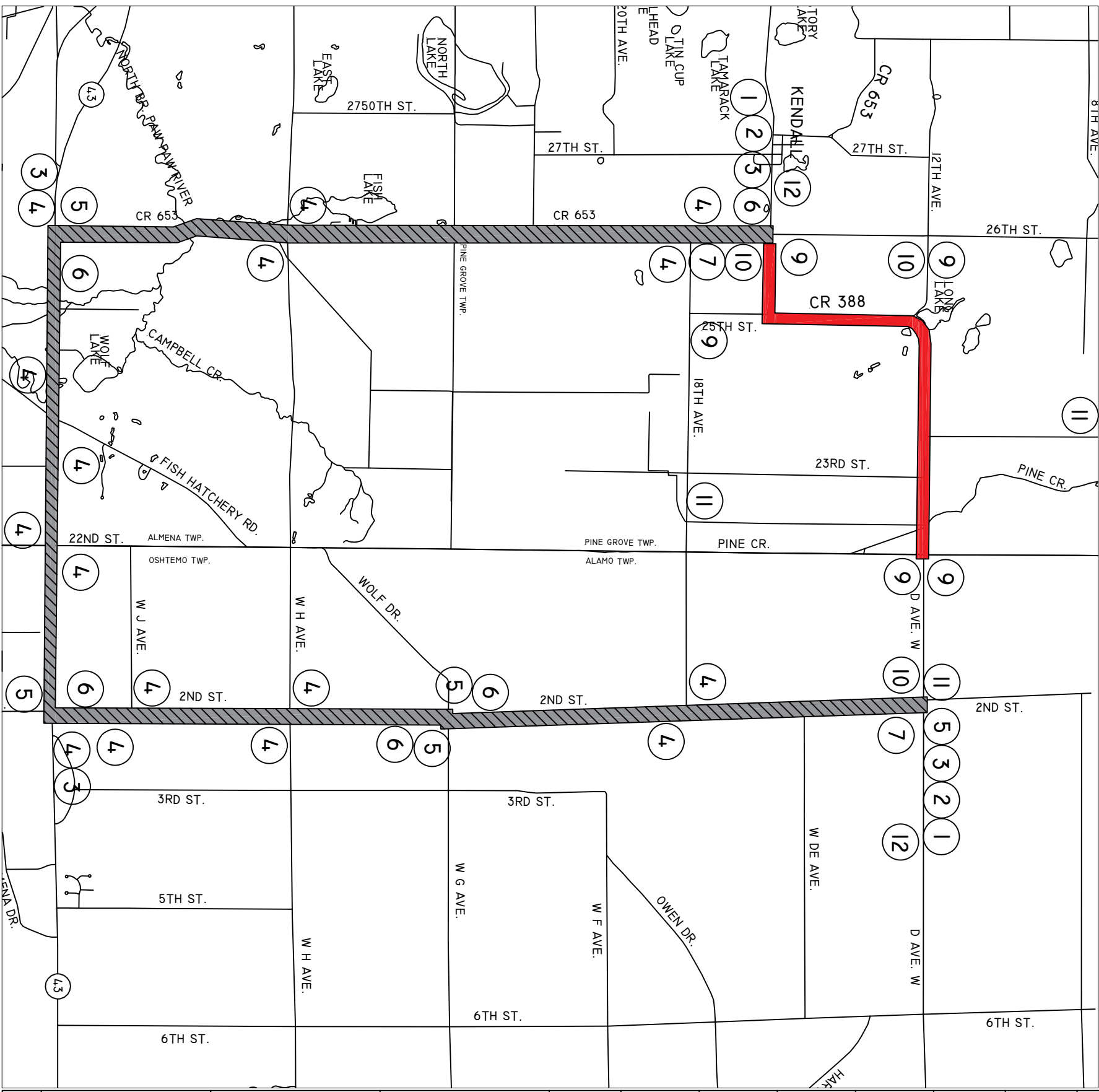
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PROJECT 459.2117  
DECEMBER 20, 2023

PLANS	12-20-2023
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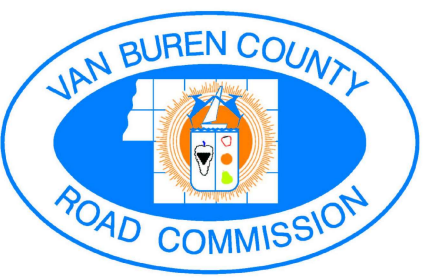


DETOUR ROUTE



PROJECT LOCATION

LEGEND					
SIGN NO.	QTY.	SIGN DESIGNATION	DESCRIPTION	SIZE	AREA (sq. Ft.)
1	2	W20-1	ROAD CLOSED AHEAD	48 INCH BY 48 INCH	32
2	2	W20-3	ROAD CLOSED AHEAD	48 INCH BY 48 INCH	32
3	4	W20-2	DETOUR AHEAD	48 INCH BY 48 INCH	64
4	16	M4-9S D3-2A	DETOUR ONE WAY	30 INCH BY 24 INCH 36 INCH BY 12 INCH	80 48
5	5	M4-9L D3-2A	DETOUR ONE WAY	30 INCH BY 24 INCH 36 INCH BY 12 INCH	25 15
6	5	M4-9R D3-2A	DETOUR ONE WAY	30 INCH BY 24 INCH 36 INCH BY 12 INCH	25 15
7	2	D3-2A M4-8A	END DETOUR	36 INCH BY 12 INCH 24 INCH BY 18 INCH	6 6
8	0	RS-18C	WORK ZONE BEGINS	48 INCH BY 48 INCH	0
9	4	BARRICADE TYPE III, HIGH INTENSITY R11-4	ROAD CLOSED THRU TRAFFIC	60 INCH BY 30 INCH	50
10	3	M4-10 BARRICADE TYPE III, HIGH INTENSITY	DETOUR	48 INCH BY 18 INCH	18
11	3	R11-3A BARRICADE TYPE III, HIGH INTENSITY	ROAD CLOSED 1 MILE AHEAD LOCAL TRAFFIC ONLY	60 INCH BY 30 INCH	38
12	2	G20-2	END ROAD WORK	48 INCH BY 24 INCH	16

<p>Date</p> <p>PLANS 01-05-2024</p> <p>REVISIONS 02-14-2024</p> <p>REVISIONS 04-18-2024</p> <p>REVISIONS XX-XX-2024</p>	<p><b>JANUARY 5, 2024</b></p>	<p><b>PROJECT 459.2117</b></p>		<p><b>VAN BUREN COUNTY ROAD COMMISSION</b></p> <p>325 W. JAMES ST., P.O. BOX 156 LAWRENCE, MI 49064</p> <p>BETTER HIGHWAYS: SAVE LIVES, SAVE TIME, SAVE MONEY</p>	<p>DETOUR ROUTE</p> <p>CR 388</p> <p>FROM CR 653 S TO KALAMAZOO COUNTY</p> <p>PINE GROVE TWP.</p>
<p>PAGE 10 OF 10</p>		<p>APPROVED BY:</p> <p><b>DAVID CLIFT JR.</b></p>			



## NOTICE OF AUTHORIZATION

**Permit Number: WRP040629 v. 1**

**Date Issued: March 18, 2024**

**Site Name: 80 - County Road 388 over McGregor Drain**

**Expiration Date: March 18, 2029**

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:**

**At County Road 388 over McGregor Drain, replace the existing culvert with a 64-foot long by 8-foot span by 5.5-foot rise corrugated metal culvert. Recess the culvert 1.3-feet below the streambed. No riprap will be placed below the Ordinary High-Water Mark.**

To be conducted at property located in: Van Buren County, Waterbody: McGregor Drain  
Section 13, Town 01S, Range 13W, Pine Grove Township

**Permittee:**

David Clift  
Van Buren County Road Commission  
P.O. Box 156  
Lawrence, Michigan 49064

Issued By:

Benjamin Johnson  
Transportation Review Unit  
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.

**EGLE**  
**WRP040629 v1.0**  
**Approved**  
**Issued On:03/18/2024**  
**Expires On:03/18/2029**



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

**Issued To:**

**David Clift  
Van Buren County Road Commission  
P.O. Box 156  
Lawrence, Michigan 49064**

Permit No: WRP040629 v.1  
Submission No.: HQ0-R49K-R7YG7  
Site Name: 80 - County Road 388 over McGregor Drain  
Issued: March 18, 2024  
Revised:  
Expires: March 18, 2029

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 checked="" type="checkbox"/> Part 31, Water Resources Protection (Floodplain Regulatory Authority) |   |

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

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

**Authorized Activity:**

**At County Road 388 over McGregor Drain, replace the existing culvert with a 64-foot long by 8-foot span by 5.5-foot rise corrugated metal culvert. Recess the culvert 1.3-feet below the streambed. No riprap will be placed below the Ordinary High-Water Mark.**

Waterbody Affected: McGregor Drain  
Property Location: Van Buren County, Pine Grove Township, Town/Range/Section 01S/13W/13,  
Property Tax No.

**EGLE  
WRP040629 v1.0  
Approved  
Issued On:03/18/2024  
Expires On:03/18/2029**

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

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. Permittee shall notify EGLE within one week after the completion of the activity authorized by this permit.
- J. This permit shall not be assigned or transferred without the written approval of EGLE.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative 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 (MDNR), 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 permit or program requirements under Part 91 of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit <https://www.michigan.gov/egle/about/organization/water-resources/soil-erosion/sesc-overview> and select "Soil Erosion and Sedimentation Control Agencies".



2. Authority granted by this permit does not waive permit or program requirements under Part 91 of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit [www.mi.gov/eglestormwater](http://www.mi.gov/eglestormwater) and select "Soil Erosion and Sedimentation Control Program" under "Related Links."
3. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.
4. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.
5. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
6. The 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.
7. 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 on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.
8. 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.
9. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
10. 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.
11. 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 may be installed as needed to prohibit construction personnel from entering or performing work in these areas. Sedimentation barrier shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site. The sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.

12. 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.
13. During structure replacement, every precaution shall be taken to prevent debris from entering the watercourse. Any debris reaching the watercourse during the structure removal and shall be immediately retrieved from the water. All material shall be disposed of in an acceptable manner consistent with local, state, and federal regulations.
14. The existing structure shall be kept open to pass flow during removal of the existing road fill.
15. 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.
16. 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.
17. The culvert shall be installed to align with the center line of the existing watercourse at both the inlet and outlet ends and must be buried below the bed to provide a natural channel substrate through the structure as shown on the approved plans.
18. Areas to be protected by riprap shall be cleared of brush and debris. All grades shall be shaped and compacted to the required cross section. Geotextile liner shall be placed on the prepared grades. The riprap installation shall not damage the geotextile liner.
19. Riprap shall be installed such that it does not narrow the stream or interfere with flows into or out of the structure. Riprap shall be placed in a manner to provide a smooth transition between the structure and adjacent topography and does not extend beyond the pre-scour elevation of the streambed.
20. 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.

21. All fill/backfill shall consist of clean inert material that will not cause siltation nor contain soluble chemicals, organic matter, pollutants, or contaminants. All fills 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.
22. All other road fill slopes, ditches, and other raw areas draining directly to the watercourse 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
23. 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.
24. All raw areas 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.
25. 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.
26. 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.
27. Any alterations to the existing road grade elevations other than that shown on the plans will require prior approval from the WRD.
28. No work or dredging within the water authorized by this permit is allowed from October 1st through April 30th due to critical spawning, migration, and/or recreational use periods.

29. To avoid disturbance of Northern long-eared bat or Indiana bat, which are federally listed as endangered species, any tree larger than three inches in diameter shall not be cut between April 15th and September 30th of any year.



Issued By:

Benjamin Johnson  
Transportation Review Unit  
Water Resources Division  
616-295-2787

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

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

\_\_\_\_\_

\_\_\_\_\_

Permittee Signature

Date

cc: Pine Grove Township Clerk  
Van Buren County Drain Commissioner  
Van Buren County CEA  
Brian Gunderman, MDNR



# MCGREGOR DRAIN CULVERT REPLACEMENT PINE GROVE TOWNSHIP VAN BUREN COUNTY



## SESC Program Site Plan Evaluation Checklist Van Buren County Road Commission

1. Project Name: MCGREGOR DRAIN      Reviewing Agency: VBCRC

SESC Plans	Comments:
1 <input type="checkbox"/> Scaled Drawing (<200' = 1")	1" = 30'
2 <input type="checkbox"/> Legal Description	Parcel ID 80-15-024-002-40 and 80-15-013-008-01
3 <input type="checkbox"/> Site Location Sketch	Yes
4 <input type="checkbox"/> Proximity to Lakes & Streams	1,720' West of Pine Creek
5 <input type="checkbox"/> Predominant Land Features	Agricultural / Rural
6 <input type="checkbox"/> Contours/Slope	Yes
7 <input type="checkbox"/> Soils	Gilford sandy loam
8 <input type="checkbox"/> Limits of Earth Change	All work performed within Road ROW. SEE DETAILS
9 <input type="checkbox"/> Drainage & Dewatering Facilities	MACDC Key 35 or 39
10 <input type="checkbox"/> Timing & Sequence of Earth Change	See Attached
11 <input type="checkbox"/> Temporary SESC Measures	Silt Fence at Culvert Ends
12 <input type="checkbox"/> Permanent SESC Measures	Permanent Seeding / Rip Rap
13 <input type="checkbox"/> Maintenance Program for Permanent SESC Measures	SESC inspections until vegetation is well established.

### Project Plan Evaluation Status

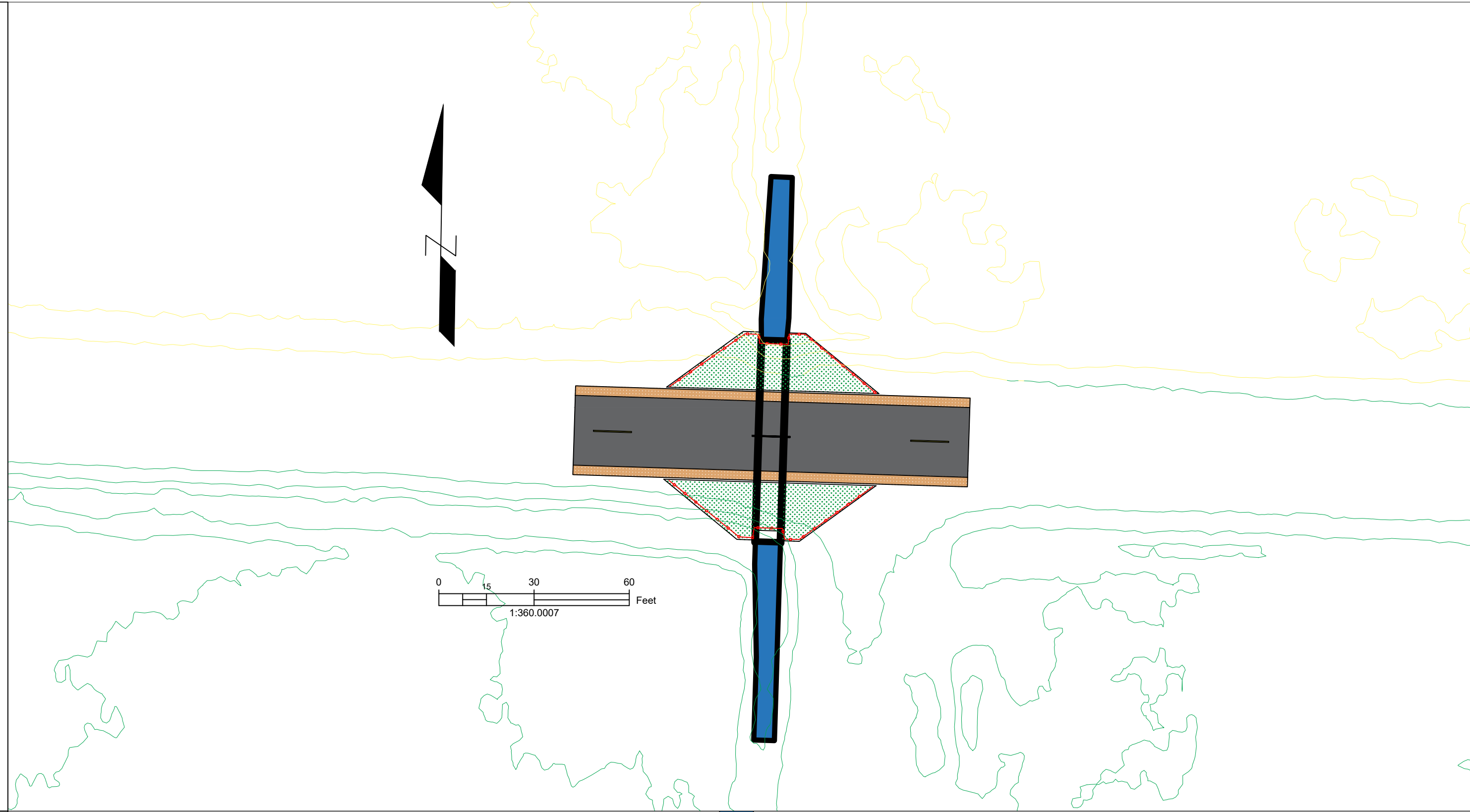
- Approved
- Not Approved (Provide Reason)

Reason: \_\_\_\_\_

SESC Plan Reviewer Name: Dave Clift

Date Reviewed: 01/23/2024

325 W. James St., Lawrence, MI 49064 Phone: 269.674.8011 Fax: 269.657.8286 Email: davidmills@vbcrc.org



## RULE 1703 DETAILS MCGREGOR DRAIN

### Number 8: LIMITS OF EARTH CHANGE

All work to be completed within the highway right-of-way. Removal of existing structure, excavating to suitable subgrade to install bedding material.

### Number 9: DRAINAGE AND DEWATERING

The contractor will construct a diversion berm, the stream will be diverted or pumped across the work site, the new culvert will be installed. The dam will be removed allowing the water to resume the natural flow through the culvert.

### Number 10: TIMING AND SEQUENCING

The contractor will excavate to the existing culvert and dam the water flow, remove the existing and replace with new culvert. Backfilling with sand, and compacting to stabilize the new culvert, then remove the dam and continue backfilling. The final working day will consist of backfilling up to aggregate base elevation and slope restoration outside of the road limits.

### Number 11: TEMPORARY SESC MEASURES

The contractor will place silt fence down slope of excavations.

MACDC Key: 5

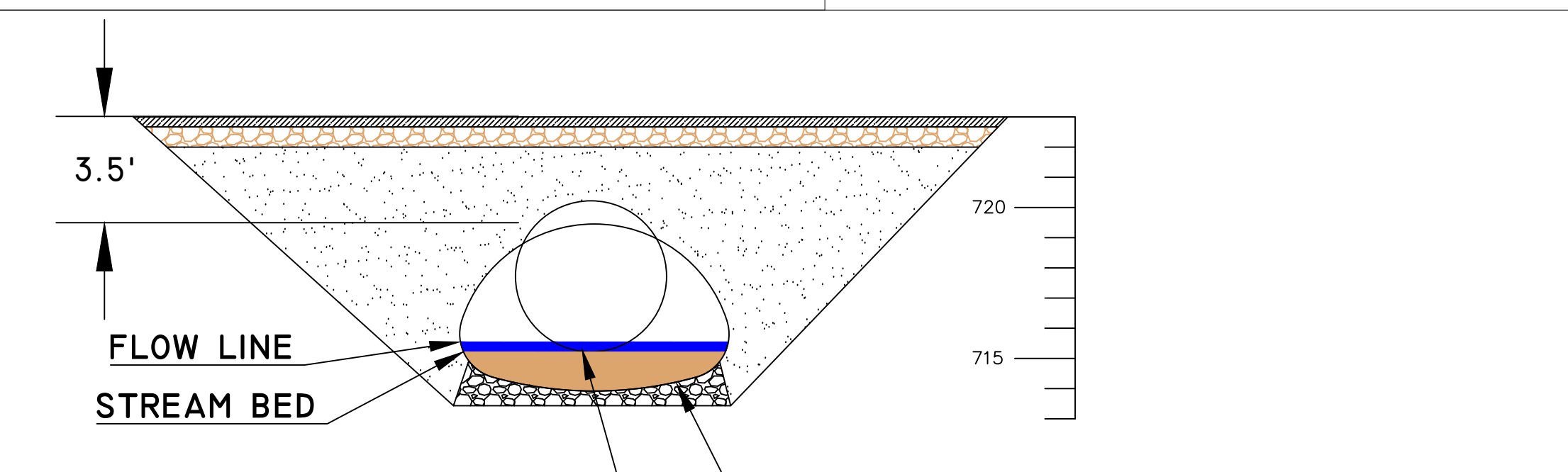
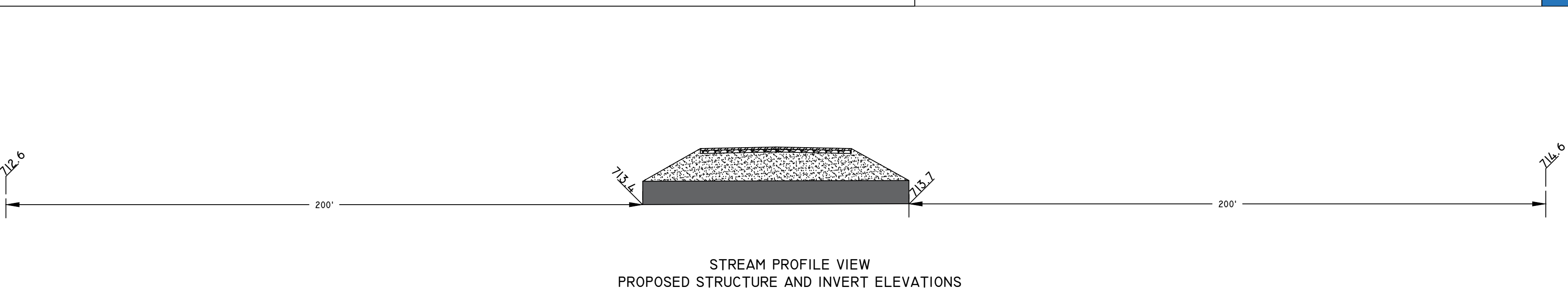
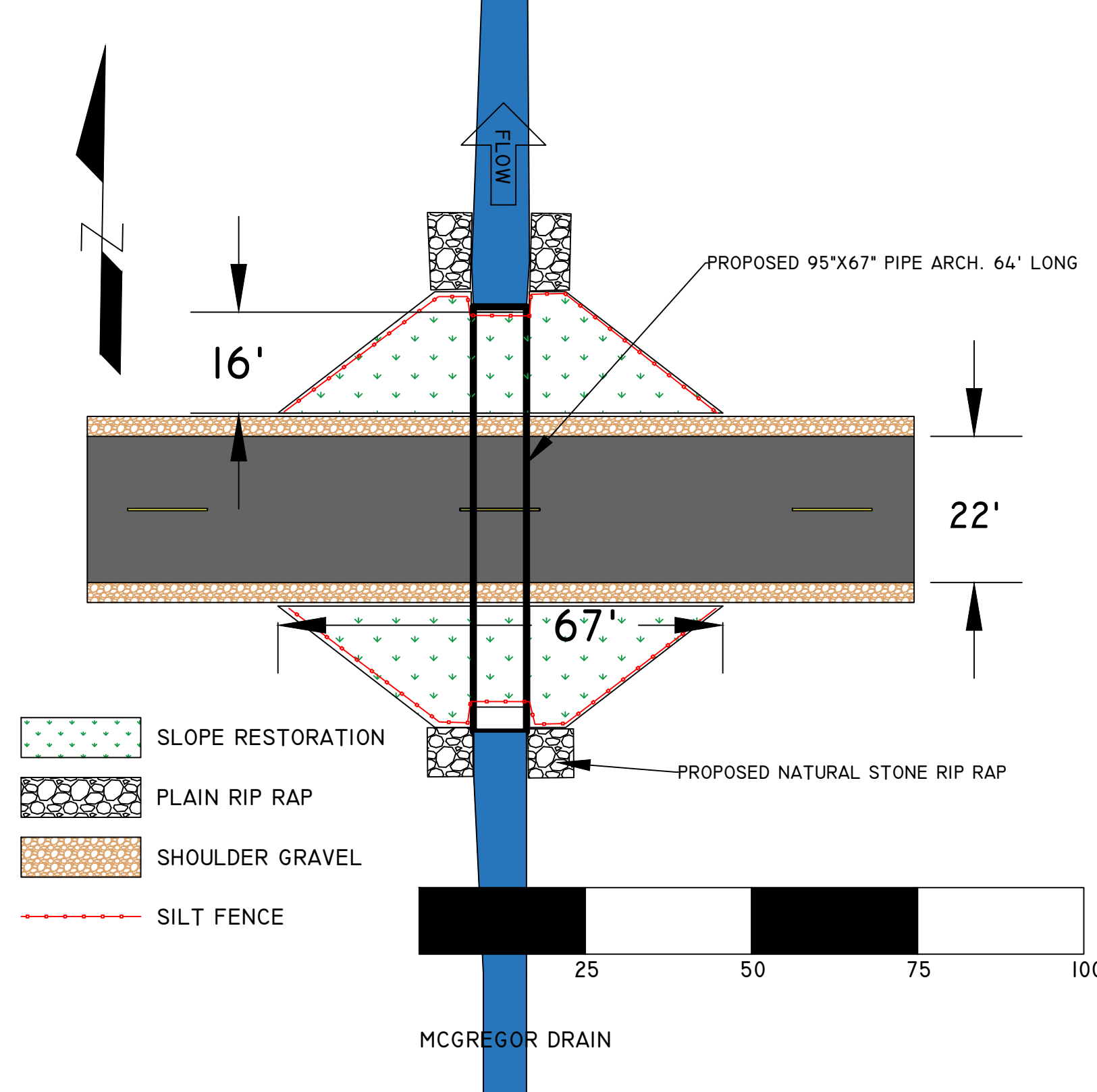
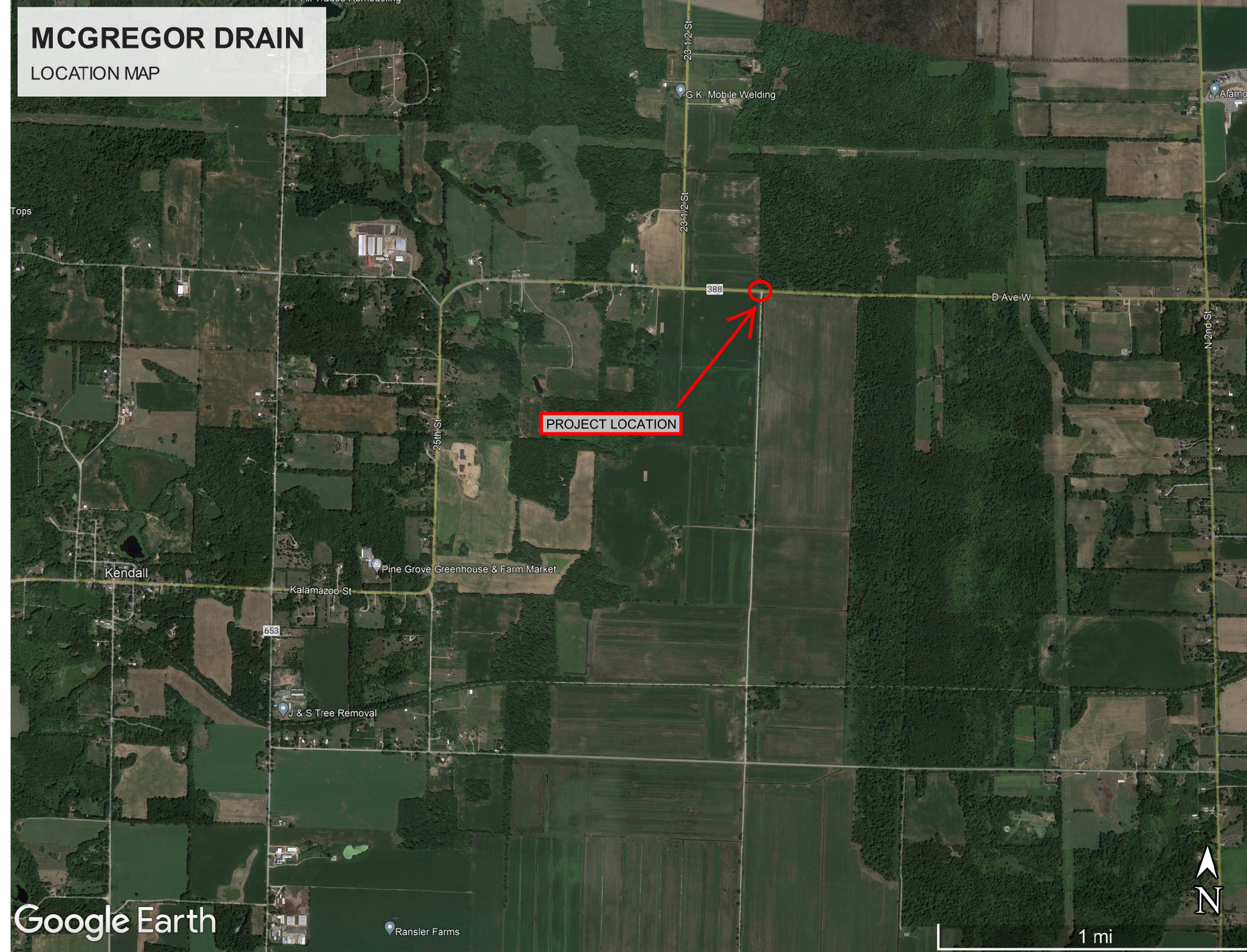
### Number 12: PERMANENT SESC MEASURES

The contractor will place rip rap around the inlet and outlet of the new culvert. Slope restoration will occur at all locations where soil disturbance has occurred.

MACDC Key: 1,2,13,15

### Number 13: CONTINUED SESC MAINTENANCE

The VBCRC will monitor the temporary and permanent SESC measures put in place by the contractor until the site is completely stabilized; at which point the temporary measures will be removed.



COUNTY ROAD 388  
PINE GROVE  
TOWNSHIP  
MCGREGOR DRAIN  
RULE 1703

VAN BUREN COUNTY ROAD COMMISSION  
325 W. JAMES ST., P.O. BOX 156  
LAWRENCE, MI 49064  
BETTER HIGHWAYS. SAVE LIVES. SAVE TIME. SAVE MONEY.



PROJECT 459.2117  
JANUARY 23, 2024

DATE	DESCRIPTION	DRAWN BY
01-23-2024	PLANS	DAVID CLIFT JR.
XX-XX-2024	REVISIONS	
XX-XX-2024	REVISIONS	
XX-XX-2024	REVISIONS	

PLANS 01-23-2024  
REVISIONS XX-XX-2024  
REVISIONS XX-XX-2024  
REVISIONS XX-XX-2024  
DRAWN BY DAVID CLIFT JR.  
DATE 01/23/2024  
PROJECT 459.2117



Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
1500001	Mobilization, Max	1	LSUM				
2020006	Stump, Rem, 19 inch to 36 inch	12	Ea				
2020007	Stump, Rem, 37 inch or Larger	7	Ea				
2020008	Stump, Rem, 6 inch to 18 inch	22	Ea				
2030001	Culv, Rem, Less than 24 inch	40	Ea				
2030002	Culv, Rem, 24 inch to 48 inch	4	Ea				
2030003	Culv, Rem, Over 48 inch	1	Ea				
2040020	Curb and Gutter, Rem	100	Ft				
2040035	Guardrail, Rem	1,550	Ft				
2040045	Masonry and Conc Structure, Rem	5	Cyd				
2040050	Pavt, Rem	500	Syd				
2050010	Embankment, CIP	1,160	Cyd				
2050030	Machine Grading , Modified	155	Sta				
2080012	Erosion Control, Check Dam, Stone	110	Ft				
2080034	Erosion Control, Sediment Trap	11	Ea				
2080036	Erosion Control, Silt Fence	1,800	Ft				
3020001	Aggregate Base	1,000	Ton				
3020001	Aggregate Base 2" Prior to Crush and Shape	3,440	Ton				
3020001	Aggregate Base 6" in Trench	3,700	Ton				
3050002	HMA Base Crushing and Shaping	58,560	Syd				
3070021	Approach, CI II	500	Ton				
3070121	Shld, CI II	2,850	Ton				

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
3070200	Trenching	310	Sta				
4010133	Culv, CI A, 18 inch Aluminized, Type II	50	Ft				
4010134	Culv, CI A, 24 inch Aluminized, Type II	80	Ft				
4010135	Culv, CI A, 30 inch Aluminized, Type II	60	Ft				
4010608	Culv, CI F, 15 inch	1,024	Ft				
4010609	Culv, CI F, 18 inch	170	Ft				
4010610	Culv, CI F, 24 inch	110	Ft				
4010611	Culv, CI F, 30 inch	40	Ft				
4017051	_ Culv, Arch Pipe, Aluminized, Type II, 10 gauge 95" x 67", 60' Long	1	LSUM				
4020034	Sewer, CI A, 15 inch, Tr Det B	300	Ft				
4030035	Dr Structure Cover, Type E	3	Ea				
4030220	Dr Structure, 60 inch dia Leaching Basin	3	Ea				
5010050	HMA, 4E1 28' Wide	12,880	Ton				
5010061	HMA Approach	85	Ton				
8017011	_ Driveway, Reinf Conc, 4 inch	200	Syd				
8020016	Curb and Gutter, Conc, Det B2	140	Ft				
8050010	Curb Slp, HMA	3,210	Ft				
8070000	Guardrail, Type B	1,055	Ft				
8070042	Guardrail Approach Terminal, Type 2B	12	Ea				
8070080	Guardrail Reflector	120	Ea				
8070095	Post, Mailbox	37	Ea				

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
8072172	Guardrail, Type B, 96 inch Post	1,160	Ft				
8110231	Pavt Mrkg, Waterborne, 4 inch, White	31,000	Ft				
8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	30,000	Ft				
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	10	Ea				
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	10	Ea				
8120035	Channelizing Device, 42 inch, Fluorescent, Furn	310	Ea				
8120036	Channelizing Device, 42 inch, Fluorescent, Oper	310	Ea				
8120100	Dust Palliative, Applied	72	Ton				
8120170	Minor Traf Devices	1	LSUM				
8120350	Sign, Type B, Temp, Prismatic, Furn	470	Sft				
8120351	Sign, Type B, Temp, Prismatic, Oper	470	Sft				
8120370	Traf Regulator Control	1	LSUM				
8130010	Riprap, Plain	150	Syd				
8160020	Fertilizer, Chemical Nutrient, CI A	2,860	Lb				
8160025	Mulch	62,000	Syd				
8160026	Mulch Anchoring	62,000	Syd				
8160027	Mulch Blanket	10,000	Syd				
8160040	Seeding, Mixture THV	2,860	Lb				
8167051	_ Extended Restoration	1	LS	<b>LUMP</b>			
8210010	Monument Preservation	4	Ea				



Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
<b>Total Bid:</b>								

**Contractor:** \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)