



**MAINTENANCE PROPOSAL**

SUBMIT TO: Brenda M. Moore  
Muskegon County Drain Commissioner  
141 E. Apple Avenue  
Muskegon, MI 49444  
(231) 724-6219

SUBMITTED BY:

**DUE DATE: *Tuesday, June 4, 2019 at 2:00 p.m.***

NAME:

DATE:

STREET:

JOB NAME: **Furman Drain**

CITY & STATE:

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The Muskegon County Drain Commissioner will meet on ***Tuesday, June 4, 2019 at 2:00 p.m.*** to receive construction bids for the Furman Drain Maintenance project. Bids will then be opened and publicly announced.

I hereby propose to furnish labor and materials complete in accordance with the below specifications and General Instructions.

I hereby submit Cost Proposals for: **Furman Drain Maintenance**

Work to be completed up to Holton Rd. including the removal of sediment, trees, brush, and debris from drain to original grade line in the locations shown on the plan and installation of associated BMP's as detailed on the drawings. Debris removal shall include all woody debris generated from this cleaning as well as older branches and deadfall on the banks that could be carried downstream during bankfull storm events. All road and field culverts are to be cleaned to their flow lines for the entire length of the culvert. Existing banks to remain undisturbed where possible. Seeding and mulch shall be done on all disturbed ditch bank areas and on spoils that are not in crop areas.

			Unit Price	Item Price
1. Open Drain Construction with Bank Stabilization (Sta. 28+00 to Sta. 32+50)	450	LF	_____	_____
2. Open Drain Channel Vegetation and Sediment Removal, 4-inch (Sta. 36+96 to 49+40)	1244	LF	_____	_____
3. Brush and Woody Vegetation Removal (Sta. 32+50 to Sta. 36+96)	446	LF	_____	_____
4. Culvert Removal, 24-inch Dia. (Sta. 28+80 to 28+95)	15	LF	_____	_____

5. 71"x47" Aluminized Type II CSP Arch Culvert (28+80 to 29+00)	20	LF	_____	_____
6. Heavy Riprap on Geotextile Fabric (Sta. 28+80 and 29+00)	20	SYD	_____	_____
7. Stream Restoration, Detail Rock Cluster (Sta. 39+00 and Sta. 45+00)	2	EA	_____	_____
8. Tree Removal, 18-inch to 36-inch (approx. Sta. 29+10)	1	EA	_____	_____
9. Remove Existing Foot Bridge (approx. Sta. 47+04)	1	EA	_____	_____
10. SESC Measure, Check Dam (approx. Sta. 27+90)	1	EA	_____	_____
11. Mobilization	1	LS	_____	_____

Total Price: \_\_\_\_\_

**PROJECT TO BE SATISFACTORILY COMPLETED BY: October 15, 2019**

Payable upon satisfactory completion and acceptance by the Drain Commissioner.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: \_\_\_\_\_

Note: This proposal may be withdrawn by me if not accepted within \_\_\_\_\_ days.

Contractor must provide current insurance certificate prior to working on project.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do this work as specified. Payment will be made as outlined above.

Accepted date: \_\_\_\_\_

Signature: \_\_\_\_\_

Muskegon County Drain Commissioner

## **GENERAL INSTRUCTIONS**

TO BE MADE A PART OF THE ORIGINAL CONTRACT:

Contractor Herein acknowledges familiarity with the Federal Occupational Safety and Health Act, (O.S.H.A) of 1972 and agrees to comply with all construction practices required by that law while engaged in fulfilling the terms of this contract and to hold Muskegon County Drain Commissioner harmless thereof.

Any extra work that is done and is not called for in the contract or without written instruction from the Drain Commissioner will not be eligible for payment. No verbal agreement or conversation with any officer, agent or employee of the Drain Commissioner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. Payment will not be issued until an inspection has been made by the Engineer.

All arrangements with property owners must be in writing with a copy furnished to the Drain Commissioner.

Successful Bidder must make himself acquainted with rules and regulations of Act 451, Natural Resources & Environmental Protection Act, Public Acts of 1994, and take all steps needed to prevent silting down stream.

Trees growing in the bottom of the drain shall be completely removed including stumps. In areas where banks are not to be disturbed, all brush and trees on the side banks shall be cut to ground level. Healthy trees located near the top of bank in the level easement area shall remain as long as the root structure has not been undermined or is not in danger of being undermined by flow in the drain. All brush is to be cut from under spoil area. **All trees and branches 6" and larger are to be placed in neat piles.** Trees may be placed in neat piles over spoil or as agreed in writing with property owners. **Remaining smaller branches and brush shall be burned or chipped.** Trees or chipped brush shall not be placed in cultivated areas.

Side ditches shall be dug back 25 feet or far enough to prevent cutting of ditch bottom and silting downstream. When crossing a side ditch a 1v:6h slope shall be provided to provide for the crossing of all-terrain equipment. Breaks in the spoil shall be provided to adequately drain adjacent land.

When digging sediment out of the bottom a 1v:1.5h slope must be maintained. If a 1v:1.5h slope cannot be maintained one side of drain shall be widened. This back slope shall be a minimum of 1v:1.5h. Where sloughing might occur due to deeper cuts or a higher water table, a pilot channel shall be excavated first to lower the adjacent water table before the ditch is finish graded.

**Spoils shall not exceed 15" in depth and shall be spread or leveled to form a uniform surface.**

All raw or disturbed banks and spoil areas are to be seeded with recommended mixture. Ditch banks shall be scarified before seeding. Daily seeding and mulching shall be done.

All culverts shall be cleaned of silt and debris to the original flow line for the length of the culvert.

When tube or crossing elevations are to be changed Drain Commissioner must be notified when work is to be done, prior to final installation, for approval of depth and location.

All fences that must be opened for room to excavate are to be replaced in as good or comparable condition as found.

Muskegon County Drain Commissioner construction specification shall govern.

Contractor shall notify Miss Dig 1-800-482-7171 before doing any digging and comply with Act 53 of Public Acts of 1974.



## CONTRACT FOR DRAIN MAINTENANCE ACTIVITIES

This Contract ("Contract") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019; by the Muskegon County Drain Commissioner on behalf of the Furman Drain Drainage District, ("Drainage District") whose address is 141 E. Apple Ave., Muskegon, MI 49442 ("OWNER") and \_\_\_\_\_, whose address is \_\_\_\_\_, ("CONTRACTOR").

OWNER and CONTRACTOR agree to the terms and conditions set forth below:

### 1. WORK TO BE PERFORMED:

This Contract governs work to be performed on the Furman Drain located at/near: From its outlet approximately 850 feet west of Beattie Road to approximately 800 feet west of Holton Road (M-120) approximately 450 feet south of Bard Road in Dalton Township (municipality) in the County of Muskegon, State of Michigan ("Project Site").

The work ("Work") to be performed by the CONTRACTOR is as follows:

Removal of brush and deadfall from drain easement from Station 1+00 to Station 41+50 (northeast property line of 3699 Holton Road). Open Drain Construction from Station 28+50 to Station 32+00 of the Furman Drain and installation of BMPs as specified per plan sheets. Remove 24" CSP Culvert (24 LF) at Station 28+75.

The CONTRACTOR shall not make any changes to the Work to be performed without the prior written consent of the OWNER.

### 2. COMMENCEMENT OF WORK:

The CONTRACTOR may commence Work pursuant to this CONTRACT on the \_\_\_\_ day of \_\_\_\_\_, 2019, as long as it does not interfere with harvesting or damage crops prior to harvesting on adjacent agricultural properties.

### 3. TIME:

Time of completion is of the essence of this Contract. CONTRACTOR and OWNER agree that such work shall be completed by **October 15, 2019** (date). CONTRACTOR shall be responsible for making up all time lost by delay, except as it relates to causes beyond the control of the CONTRACTOR including but not limited to natural disasters.

### 4. INSPECTION:

Following completion of the Work required under this Contract, CONTRACTOR shall contact OWNER and request an inspection of the Work. CONTRACTOR shall satisfy all requirements for completion as a result of the final inspection. If the Work is deemed adequate following inspection, OWNER shall approve the Work performed and compensation shall be provided to the CONTRACTOR in accordance with this Contract.

### 5. COMPENSATION:

OWNER and CONTRACTOR agree that the total amount of compensation due to the CONTRACTOR for the Work specified above will be based upon a final invoice submittal based on time and materials for equipment and labor and paid **ENTIRELY by the Furman Drain Drainage District**.

OWNER may withhold authorization for payment for work performed for any of the following reasons:

- (a) Defective Work not remedied;
- (b) Claims filed by the CONTRACTOR or evidence of the possibility of claims to be filed by the CONTRACTOR;
- (c) Reasonable doubt that the work can be completed on time;
- (d) Unsatisfactory progress of the Work by the CONTRACTOR

**6. INSURANCE:**

CONTRACTOR shall purchase and maintain the following insurance throughout the entire contract period and until the work is completed and approved by the OWNER:

- A. General Liability Insurance: CONTRACTOR shall maintain General Liability Insurance, with the Muskegon County Drain Commissioner and the Drainage District as a named insured or additional insured, with a limit of \$1,000,000.00 for each occurrence or a \$1,000,000.00 umbrella.
- B. CONTRACTOR shall maintain workers compensation insurance with coverage limits as required under Michigan Law.

**7. PERFORMANCE OF WORK:**

CONTRACTOR has examined the Site and is familiar with the federal, state and local regulations and other circumstances that may affect cost, progress and performance of the Work and has determined that he/she can perform such Work for the OWNER within the time specified for completion under this Contract.

CONTRACTOR shall complete all Work and shall provide and furnish all necessary labor, materials, tools, equipment, facilities and supplies and do all things necessary for the proper performance and completion of the Work specified in this Contract.

CONTRACTOR shall perform all Work in a safe and work like manner. CONTRACTOR shall comply with all federal, state and local statutes, ordinances, rules and regulations pertaining to the safety of the workers, the public and the environment to keep safe from injury or damage, and shall take all other reasonable precautions to protect workers, public, and the environment from injury or damage. CONTRACTOR shall bear the cost of compliance with all federal, state and local statutes, ordinances, orders, rules and regulations pertaining to the safety of workers, public, and the environment. CONTRACTOR shall be responsible for all necessary permits, licenses and fines related to the performance of its work.

OWNER has the right to order any and all Work be suspended if at any time Work is not being performed in compliance with this Contract. If OWNER determines that such Work shall be suspended, he/she shall provide a notice in writing to the CONTRACTOR citing the reasons for the suspension of the Work. CONTRACTOR shall, following notice, promptly correct all portions of the Work discovered by OWNER to be defective or failing to conform to this Contract.

**8. DEFAULT:**

CONTRACTOR represents that it now has and expects to have during the time of performance under the Contract adequate financial resources to fully and properly perform its obligations under this Contract. CONTRACTOR's insolvency, assignment for the benefit of creditors, appointment of receiver or filing of bankruptcy shall constitute a default in performance for purposes of this Contract.

**9. CHANGE IN WORK:**

The OWNER may change the scope of the Work by issuing Amendments or Change Orders to the Contract. Upon receipt of such Amendment or Change Order, the CONTRACTOR shall not thereafter perform Work or order materials that would be inconsistent with the changes made by the Amendment or Change Order. Within 5 days of the receipt of Change Order or Amendment, but before the CONTRACTOR performs the Work required by the Amendment or Change Order, the CONTRACTOR shall submit a written claim for any change in payment or completion of time necessary as a result of the Amendment or Change Order.

**10. EASEMENTS:**

CONTRACTOR acknowledges that he/she has been provided with plans or other documents showing the location of the Drainage District’s easements. CONTRACTOR acknowledges that Work may only be performed within the Drainage District’s easements. CONTRACTOR agrees to be responsible for all damages as a result of Work performed outside the Drainage District’s easements.

CONTRACTOR agrees to submit invoices that itemize cost of material and labor by unit price, quantity, and number of hours for full compensation.

**11. EMERGENCY:**

In emergencies affecting the safety or protection of persons, Work or property at or near the Project Site, CONTRACTOR is obligated to act to prevent threatened damage, injury or loss. In such case of emergency, CONTRACTOR shall contact OWNER immediately at (231) 724-6341. (Muskegon’s Emergency phone number).

**12. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES:**

CONTRACTOR shall be responsible for compliance with Part 91 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended (“Part 91”). At all times the CONTRACTOR shall comply with the Muskegon County Soil Erosion and Sedimentation Control Ordinance, [http://www.co.muskegon.mi.us/publicworks/soilerosion/sesc\\_ordinance.pdf](http://www.co.muskegon.mi.us/publicworks/soilerosion/sesc_ordinance.pdf)

If for any reason the OWNER is found to be in violation of Part 91 due to CONTRACTOR’S noncompliance, the CONTRACTOR agrees to pay all fines and costs incurred by the OWNER including all legal costs in the defense of the OWNER.

CONTRACTOR further acknowledges the OWNER’S right to enter onto the project and install or repair any needed soil erosion and sedimentation control measures at CONTRACTOR’S expense after documenting the necessity for the installation or repair and the CONTRACTOR being unable or unwilling to make the repairs after having a reasonable amount of time to do so.

**13. NOTICES:**

Notices required pursuant to this Contract shall be mailed to the OWNER and CONTRACTOR at the following addresses:

**NOTICE TO OWNER:**

Brenda M. Moore  
Muskegon County Drain Commissioner  
141 E. Apple Ave.  
Muskegon, MI 49442

**NOTICE TO CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. STANDARDS:**

All Work performed by CONTRACTOR shall be in accordance with the standards of the Muskegon County Drain Commissioner and follow the best management practices in the industry. At all times, CONTRACTOR shall be in compliance with all local, state and federal laws, regulations, ordinances, orders, and rules.

**15. JURISDICTION AND VENUE:**

This Contract shall be governed by the laws of the State of Michigan. Litigation or any dispute arising out of this Contract shall be conducted solely and exclusively in Muskegon County, Michigan. OWNER and CONTRACTOR consent to this jurisdiction and venue.

**16. INDEMNIFICATION:**

CONTRACTOR agrees to indemnify, hold harmless and pay the cost to defend the OWNER from any and all damages, claims, liabilities, and costs arising from Work performed pursuant to this Contract, except for negligent acts or willful misconduct of the OWNER.

**17. NON-ASSIGNABLE:**

No assignment by OWNER or CONTRACTOR of any rights under or interest in this Contract will be binding on the other party without the written consent of the other party.

**18. SOLE AGREEMENT:**

This Contract contains the sole agreement of the parties. All prior and contemporaneous negotiations and discussions are merged into this Contract. This Contract may be amended or modified only by written agreement of both parties.

**19. REPRESENTATIVE:**

Each signatory to this Contract represents that they have the authority to enter into this Contract and they are authorized to sign on behalf of the entity which they represent.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to OWNER AND CONTRACTOR.

FURMAN DRAIN DRAINAGE  
DISTRICT AS OWNER

CONTRACTOR

\_\_\_\_\_  
Brenda M. Moore  
Muskegon County Drain Commissioner

\_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Signed on \_\_\_\_\_

Signed on \_\_\_\_\_





MUSKEGON COUNTY DRAIN COMMISSIONER'S  
GENERAL SPECIFICATIONS FOR CONTRACTORS

OPEN DRAIN SPECIFICATIONS

**CLEARING**

Unless otherwise specified in Contract, Contract Documents, by landowner, or by Drain Commissioner, Contractor can work from whatever side of drain that is most practicable and least disruptive to the property.

All combustible debris will be buried in compacted trenches with a minimum of 24 inches of cover or removed from the site and disposed of as approved by the Drain Commissioner. Burning will generally be allowed in rural/agricultural settings if performed in accordance with applicable laws regarding open fires within the local Township, City or Municipal Fire Agency having jurisdiction over the proposed burning. If burning is allowed, the Contractor is responsible for obtaining all necessary burning permits and/or notification. Tree stumps must be grubbed completely, ground down flush to the ground or within the bank limits can be cut flush to the ground, treated and left in place. When burning is not allowed by Drain Commissioner, all combustible debris will be wind rowed behind the spoil piles no more than 300 feet in any one direction. Exception to this specification when clearing is in tillable fields, no piles will be left that will require the property owner(s) to work around.

The property owner(s) will be given reasonable notice by Contractor so that he/she may at their option cut and remove the merchantable timber before the clearing operation.

Trees will be left standing unless it directly interferes with the construction, maintenance and/or the functioning of the drain. All tree removal costs to perform work shall be considered as included with the pay item being constructed.

In all projects, all alive and good lumber trees or horticultural shrubs that can be worked around will be left. Clear cutting will not be allowed unless prior approval by the Drain Commissioner.

In workable land the trees and brush shall be piled to landowner's satisfaction but contractor is not required to push brush more than 300 feet in any one direction.

The Contractor is not to burn brush piles unless prior approval as identified prior is received. Explosives are not allowed to be used by Contractor at any time.



## **CLEARING CONT.**

When clearing through woods the trees and brush will be wind rowed neatly along the right-of-way and all trees will be cut and stacked neatly in wind rows.

In areas where it is too wet for bulldozers to operate, the trees and brush can be placed in front of excavator and used for support then spoil can be piled on top of brush.

In all cases the Contractor shall must stay within the right-of-way of the drain unless written landowner permission is received prior from the landowner.

## **EXCAVATION**

A ditch bucket shall be used on all open drain excavations.

On cleanouts, Contractors will remove dead trees, brush, stumps and sediment from the channel of the drain so not to start erosion of the bank and clean only 4 inches, unless otherwise specified, of accumulated sediment and vegetation disrupting the flow of the drain.

On petitioned or special projects, drain excavation activity shall be cleaned to the Drain Commissioner's Licensed Professional Engineer or Drain Commissioner's Contract Documents.

## **OPENINGS THROUGH SPOIL**

The Contractor shall not deposit spoil in an existing tributary watercourse or drain. Openings shall be left or made through the leveled spoil at such places as the general ground surface indicates that an opening is necessary for the passage of surface water to the drain to continue existing drainage patterns from adjacent property runoff toward the drain. If the landowner needs the drain spoil pile bank for a road or berm, tile or other perforated storm sewer can be put in under spoil. Cost of tile is extra cost to the district or must be paid by landowner if requested and approved by the Drain Commissioner, unless otherwise specified in Contract Documents.

## **SPOIL LEVELING**

The Contractor, unless otherwise specified, shall level all spoil which is deposited on or adjacent to improved or tillable farmland in such a manner that the spoil can be worked or tilled by the owner with normal farm equipment. In heavy wooded areas, spoil shall be leveled and left in a condition suitable for travel by farm equipment or maintenance equipment. Any leveling beyond right-of-way must be with landowner's written permission PRIOR to leveling activities. Leveling in areas that are wet can be done with excavator and left to dry. Areas that are too wet to level can be left for a reasonable time and 10% of contract may be held back until done. After final inspection and payment is made, if a landowner requests additional work a new contract will be made between Contractor, Drain Commissioner or Landowner prior to any additional



work. In no instance will leveling exceed 12” in any one location, while also not impacting existing drainage patterns as well.

### **TILE OUTLETS**

The Contractor shall leave all existing lateral tile drains open and in good working condition. On tile drains all laterals shall be connected when encountered and cost to connect included in contract amount. Rip rap or vegetative bank protection must be installed at each tile location within an open drain.

### **DITCH BANK SEEDING**

General: The Contractor shall apply seed to disturbed areas within twenty-four hours after construction using a pasture mix, unless otherwise specified by the Drain Commissioner, at a rate of 100# per acre for open channel seed mix and 40# per acre for leveled spoils with native seed mix (wet meadow, meadow or prairie mixes). Seeding of the ditch banks and leveled right-of-ways must be done within 24 hours of final graded spoils. If spoils are too wet seeding can be done later, but within 24 hours once the material is workable and can be spread.

Seeding, fertilizing, and mulching shall be included in the per linear foot bids and shall include all labor and materials required to complete the work.

Mulch: **If mulching is required**, the Contractor shall apply straw mulch at the rate of 1.5 tons per acre. Other mulching materials may be used subject to the approval of the Drain Commissioner. Light, dry mulch shall be anchored by discing lightly or by such other means that the Drain Commissioner may approve on request.

Ditch bank seeding and mulching costs included in contract amount. Seed to be approved by Drain Commissioner unless specified otherwise.

### **SOIL EROSION & SEDIMENTATION CONTROL**

All SESC practices must be done in accordance with the approved and attached SESC Plan from the Authorized Public Agency (APA) or Municipal Enforcing Agency (MEA). Contractor must follow said SESC plan and make corrective actions immediately upon being notified by a Certified Soil Erosion Control Inspector or Stormwater Operator.



## ATTACHMENT "A"

### DEFINITIONS

**Agreement** - The written agreement between Owner and Contractor covering the work to be performed.

**Bid** - The offer or proposal of the bidder submitted on the prescribed form.

**Contract Document** - The Agreement, Contractor's Bid, these General Conditions, and the Specifications and Drawings.

**Contractor** - The person, firm or corporation with whom Owner has entered into the Agreement.

**Drawings** - The drawings which show the character and scope of the work to be performed.

**Engineer** - Engineer on the project.

**Field Order** - A written or verbal agreement between the Owner and Contractor which orders minor changes in the work.

**Notice Of Award** - The written notice by Owner to successful bidder.

**Notice To Proceed** - A written notice given by Owner to Contractor fixing the date on which the contract time will commence to run.

**Owner** - The Drain Commissioner representing the project drainage district.

**Project** - The total construction of which the work to be provided under the contract documents.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor.

**Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work.

**Subcontractor** - An individual, firm or corporation having a direct contract with Contractor.

**Underground Facilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.



ATTACHMENT "B"

## *Muskegon County Drain Commissioner*

### **Memo**

**To: Contractors**  
**From: Drain Commissioner**  
**Date: January 2, 2009**  
**Subject: Landowner Agreement Forms**

Attached is a Landowner Agreement Form. A Landowner Agreement should be executed any time that it is necessary for the contractor to perform activities outside of the easement/right-of-way during a project, for purposes of tree removal, spreading spoils, etc.

If activity outside of the easement/right-of-way is necessary, please fill in the Agreement, stating what the contractor needs to do outside the easement, and have the property owner execute the Landowner Agreement Form before work is done outside of the easement. After the Agreement is signed, please file the Agreement with the Drain Commissioner's Office.



**ATTACHMENT "B"**

## **LANDOWNER AGREEMENT FORM**

**Project Name:**

**Date:**

**Contractor's Name:**

**Landowner's Name:**

**Agreement:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR**

**LANDOWNER**

**By:** \_\_\_\_\_  
(Authorized Signature)

**By:** \_\_\_\_\_  
(Authorized Signature)

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*Renters cannot authorize.

\*Landowner agreeing to take spoils must level or remove spoils prior to final completion of project.