

Date: November 19, 2025

To: All Bidders

RE: **Youngs Intercounty Drain**
Joe Brezvai, MDARD, Chair
Brian Wendling, Saginaw County Public Works Commissioner
Brent Singer, Shiawassee County Drain Commissioner

ADDENDUM NO. 1

This Addendum includes:

1. Mandatory pre-bid meeting agenda with notes and corrections.
2. Attendance list.
3. Revised plan Sheet C2.1 (Note the clouded drain enclosure revision.)
4. Revised specification Section 00314 with revised Bid Form. (The revised BID FORM reflects the drain closure revision.)
5. Revised specification Section 002110.
6. Saginaw County PWC Landowner Agreement Form – spoils
7. Saginaw County PWC Landowner Agreement Form - trees

We have received one question to date:

Question: *Is the clearing of the channel west of Corunna Road on the Mallory property from top of bank to top of bank?*

Response: *NO. The clearing along the channel west of Corunna Road on the Mallory property is ONLY selective clearing necessary to access logjams and dead or leaning trees for removal. A wider right-of-way, shown on the plans, is on the north side of the drain for access.*

Acknowledgement of Addendum No. 1

SIGNED: _____

DATE: _____

COMPANY: _____

NOTE: PLEASE SUBMIT THIS ACKNOWLEDGEMENT WITH YOUR BID



Pre-Bid Meeting Agenda & Minutes

Project: Youngs Intercounty Drain
Project Location: Chesaning Township, Saginaw County
New Haven Township, Shiawassee County
Meeting Location: Chesaning Township Offices
Meeting Date/Time: November 10, 2025, 9:00 a.m.

AGENDA

1. Sign-in Sheet - **attached**
2. Introductions – MDARD, Drain Commissioners’ staff, Engineer, landowners, **bidders**.
3. Project Summary – Major work items.
 - a. Open Channel Drain – Downstream reach west of Corunna/State Road
 - i. Culvert replacement – Mallory farm crossing
 - ii. Tree/log jam removal
 - iii. Selective clearing for access
 - iv. Berm construction north side of drain
 - v. Erosion control structures
 - b. Open Channel Drain – Ditch Road
 - i. Clearing and Sediment removal
 - ii. Deepening and widening
 - iii. Driveway culvert replacement
 - iv. Stuart Road culvert replacement (Saginaw County)
 - v. Flow control structure
 - c. Open Channel Drain – Stuart/Cram Road
 - i. Clearing and Sediment removal
 - ii. Ridge Road culvert replacement (Shiawassee County)
 - d. Spoil management and disposal
 - i. Good spoils for berm
 - ii. Specific location where landowner will handle the spoil **noted on the plans**
 - iii. Hauling of excess to Chesaning Twp site
 - e. Traffic control – **Road Permit required. Check with the appropriate County Road Commission.**
 - f. Soil erosion control.
 - i. Work done under County Offices’ Authorized Public Agency status
 - ii. Daily inspection.
 - iii. Written reports by Engineer’s Construction Inspector.
 1. Weekly – to include action items if necessary for immediate correction.
 2. Within 24 hours of significant rain event (depth of rain ≥ 0.20 inches).
 - iv. Enforcement levels to ensure compliance.
 - v. Daily Seeding
 - g. EGLE Permit DRAFT included in the project manual.
 - i. **Review Permit conditions – should not affect bids**

- ii. **EGLE Permit is not signed yet but should be soon. A signed copy will be provided to the bidders.**
- 4. Project Schedule.
 - a. Bid opening – Thursday, December 11, 2025, at 9:00 a.m. at the Shiawassee County Drain Office.
 - b. Anticipated start of construction – **To be determined Early September, 2025 pending coordination with Fairgrounds.**
 - c. Substantial completion – October 31, 2026.
 - d. Final completion – May 31, 2027 **-After project is stabilized**
- 5. Project Documents.
 - a. Available for review at each county office.
 - b. Digital copy (PDF) available upon request. – **Digital copies will be available on the Saginaw County Public Works website for download.**
 - c. Paper copy available at PEA Group office for \$35.00. \$25 additional for shipping.
 - d. There will be at least one addendum which will need to be acknowledged as part of the bid.
 - i. Prebid minutes, sign-in sheet, revised Section 02110, EGLE permit
 - e. Bid will be a paper bid submitted to the Shiawassee County Drain Office in a sealed envelope no later than 9:00am December 11, 2025 – **Contractors can turn sealed bid into the Saginaw County Public Works office early, giving the office staff time to deliver them to the bid opening site before 9:00am.**
 - f. Other submittal information:
 - i. Bid Bond (5%).
 - ii. Affidavit of Compliance – Iran Economic Sanctions Act.
- 6. General Items.
 - a. Last day for questions ~~Friday, December 5, 2026 at Noon.~~ **Per the Instructions to Bidders (Section 00100), the last day for questions will be December 3, 2025 at 5:00pm.**
 - b. Easement width varies **through Mallory Farm property. The easement is shown on the plans.**
 - c. Coordination with landowners. **Landowner agreement forms will be provided to the contractor(s).**
 - d. Utilities.
 - i. Bright Speed (communications along Ditch Road) – **possible Fiber on South side of Ditch Road**
- 7. Permits.
 - a. SESC – APA
 - b. NPDES – NOC is required.
 - c. County Road Department/Commission Permits
 - d. EGLE permit.
- 8. Work Hours.
 - a. 7:00 a.m. to 7:00 p.m. Monday through Saturday. No work on Sundays or County holidays, except for emergency work determined by Engineer and/or Owner. **Per Brian Wendling, Saginaw County does not have restrictions. Contractor to check with Shiawassee County.**



9. Addenda. There will be at least one. Others may be forthcoming as necessary.
10. Additional remarks by Public Works/Drain Office staff. The Saginaw County Public Works Commissioner noted the sensitivity of this project and the need for the bidders to be considerate of the landowners.
11. Questions. – Will the work continue downstream to the Shiawassee River? No, the work will stop at the culvert replacement on the Mallory Farm property.
12. Adjourn. Meeting was adjourned at about 9:50am.
13. Action Items. Addendum No. 1 to include at least the sign-in sheet, pre-bid minutes, and Section 02110

Minutes in red recorded by D. Karsten and A. Boyer, PEA Group.

YOUNGS INTERCOUNTY DRAIN

Pre-BID Meeting

MDARD
SAGINAW COUNTY PUBLIC WORKS COMMISSIONER
SHIAWASSEE COUNTY DRAIN COMMISSIONER

Attendance List

Present/ Absent	Name	Company	Street	CtySTZIP	Phone	FAX	Email	Cell phone
	Brent Singer, Drain Comm.	Shiawassee County Drain Commissioner's Office	1024 N. Shiawassee Street	Corunna, MI 48817	989-743-2398	989-743-2474	bsinger@shiawassee.net	
	Jenna Jullie, Deputy DC	Shiawassee County Drain Commissioner's Office	1024 N. Shiawassee Street	Corunna, MI 48817	989-743-2398	989-743-2474	jjullie@shiawassee.net	
✓	Brian Wendling, Public Works Comm.	Saginaw County Public Works Commissioner's Office	111 S. Michigan Ave.	Saginaw, MI 48602	989-790-5258	989-790-5259	bwendling@saginawcountymi.gov	
✓	Marya Colpaert, PE, Deputy/Engineer	Saginaw County Public Works Commissioner's Office	111 S. Michigan Ave.	Saginaw, MI 48602	989-790-5222	989-790-5259	mcolpaert@saginawcountymi.gov	
	Joe Brezvai, PE, MDARD	Michigan Departement of Agriculture & Rural Development					brezvaij@michigan.gov	517-388-3067
✓	Alan Boyer, PE/Ron Hoeft, PE	PEA Group	2379 Woodlake Drive, Suite 480	Okemos, MI 48864	248-619-2341	n/a	aboyer@peagroup.com	517-202-5629
✓	Dave Karsten, PE	PEA Group	2379 Woodlake Drive, Suite 480	Okemos, MI 48864			dkarsten@peagroup.com	
Plans Specs	Ryan Muston	SF Construction	8256 Prior Rd	Durand MI 48429	989-666-5650		Ryan.muston@calico.com	
	Steen Srouse	Pennington Farm Drng		Oakley Mi	989 533 8512			

YOUNGS INTERCOUNTY DRAIN

Pre-BID Meeting

MDARD
SAGINAW COUNTY PUBLIC WORKS COMMISSIONER
SHIAWASSEE COUNTY DRAIN COMMISSIONER

Attendance List

Present/ Absent	Name	Company	Street	CtySTZIP	Phone	FAX	Email	Cell phone
✓	Brian Brando	Rowe Brothers Inc	12101 OUTER DRIVE	SAGINAW 48601	989 253 0294		BRIAN@ RoweBros.com	
✓	DAVE McDowell	David McDowell	74665 Byron Ln Byron	Byron 48418	616 3481 7403		Dave McDowell & C gmail.com	
✓	Chris Tour	Wong & Sons	19381 S. BROWN CHESBURN	CHESBURN 48616	989 798 7179		Tour, Chris gmail.com	
✓	Russ Coufer	GLAESER DAWES	4130 Commerce Dr	FLUSHING	810 8451636		gdoffices@aol.com	

Plans
&
Specs

Plans
&
Specs

YOUNGS INTERCOUNTY DRAIN

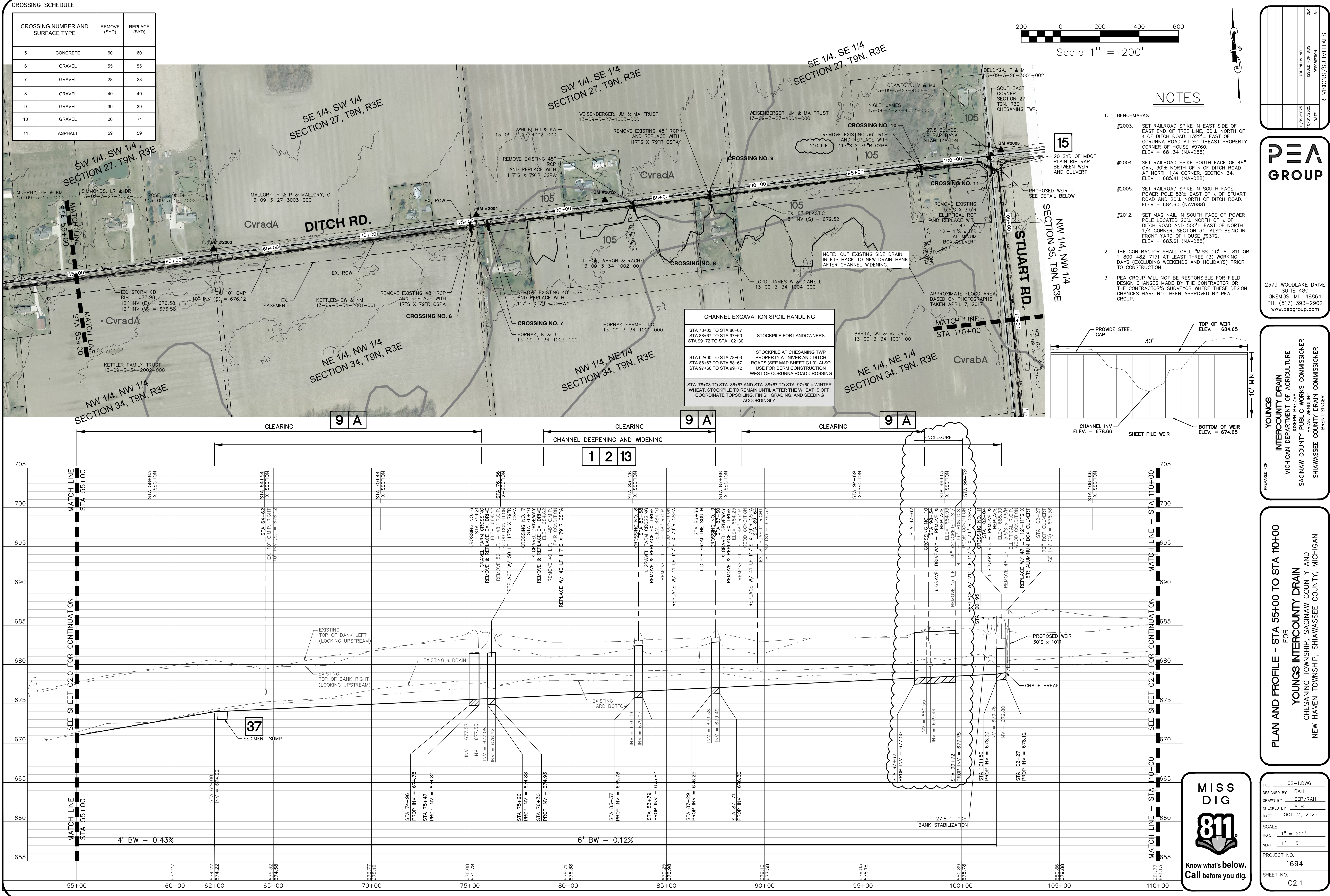
Pre-BID Meeting

MDARD
SAGINAW COUNTY PUBLIC WORKS COMMISSIONER
SHIAWASSEE COUNTY DRAIN COMMISSIONER

Attendance List

Present/ Absent	Name	Company	Street	CtySTZIP	Phone	FAX	Email	Cell phone
✓	Kurt Vincke Nick Vincke	Vincke Exo	6405 Gary	Chesems 48616	989 239 8139	—	KurtVincke@yahoo.com	989 239 8139
✓	MATT Schaeffer	BUTT HEINZ TREE SERVICE	880 E. KOCHVILLE JAYIN	Saginaw 48604	989 754-8009	—	GEORGE@HBINC TREE.COM	989 239-8080

Plans
5/9/2011



NO.	DATE	DESCRIPTION	BY
1	11/19/2025	ISSUED FOR BIDS	CLK
2	10/31/2025	REVISIONS/SUBMITTALS	BY

PEA GROUP

2379 WOODLAKE DRIVE
SUITE 480
OKEMOS, MI 48864
PH. (517) 393-2902
www.peagroup.com

PREPARED FOR:

YOUNGS INTERCOUNTY DRAIN
MICHIGAN DEPARTMENT OF AGRICULTURE
JOSEPH BREZVAI
SAGINAW COUNTY PUBLIC WORKS COMMISSIONER
BRAND VENDING
SHAWASSEE COUNTY DRAIN COMMISSIONER
BRENT SINGER

PLAN AND PROFILE - STA 55+00 TO STA 110+00

FOR

YOUNGS INTERCOUNTY DRAIN

CHESANING TOWNSHIP, SAGINAW COUNTY AND
NEW HAVEN TOWNSHIP, SHAWASSEE COUNTY, MICHIGAN

FILE	C2-1.DWG
DESIGNED BY	RAH
DRAWN BY	SEP/RAH
CHECKED BY	ADB
DATE	OCT 31, 2025
SCALE	
HOR.	1" = 200'
VERT.	1" = 5'
PROJECT NO.	1694
SHEET NO.	C2.1

SECTION 00314 - REVISED

BID FORM

- A. **PROJECT NAME:** Youngs Intercounty Drain
- B. **PROJECT LOCATION:** Chesaning Township, Saginaw County
New Haven Township, Shiawassee County
- C. **BID IS SUBMITTED TO:** Youngs Intercounty Drain Drainage District

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and within the Contract Time indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the day of bid opening. BIDDER will sign and submit the Agreement and the Bonds and other documents required by the Bidding Documents within 7 days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

(BIDDER NOTE: Bidder shall fill in date and number of all addenda. If no addenda have been issued, insert "n/a".)

Date of Issue
11/19/2025

Addendum No.
NO. 1

- b. BIDDER has visited the site and conducted an examination of the area and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- c. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work;
- d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) if identified in Section 00800 – Supplementary Conditions as provided in Article 5 of Section 00700 – General Conditions. BIDDER accepts the determination set forth in of Section 00800 - Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in Article 5 of Section 00700 – General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the Site;

- e. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents;
 - f. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to Work for which the Bid is submitted as indicated in the Contract Documents;
 - g. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional or supplementary examinations, investigations, explorations, tests, studies and data with the Contract Documents;
 - h. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted;
 - i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER;
 - j. Bidder acknowledges, represents and warrants that it meets the qualifications of a Bidder pursuant to the Instructions to Bidder for this Project and has complied with all Articles, terms conditions and requirements provided in Section 00100;
4. BIDDER will complete the Work in accordance with the Contract Documents for the following prices(s):

SEE EXHIBIT A – BID FORM FOR YOUNGS INTERCOUNTY DRAIN.

**EXHIBIT A – BID FORM
YOUNGS INTERCOUNTY DRAIN**

Item	Description	Qty	Unit	Unit Cost	Total
1	Mobilization	1	LS	\$	\$
	Channel Excavation/Earthwork				
2	Selective thinning	2,637	LF	\$	\$
3	Logjam removal	2,637	LF	\$	\$
4	Clearing	12,543	LF	\$	\$
5	Sediment removal	5,595	LF	\$	\$
6	Channel excavation	3,893	LF	\$	\$
7	Spoil leveling (sediment)	5,595	LF	\$	\$
8	Spoil handling (excavation)	3,893	LF	\$	\$
9	Berm construction, Sta. 37+37 to Sta. 39+87	250	LF	\$	\$
10	Remove existing rock pile, Sta. 37+37 to Sta 39+87	187	CY	\$	\$
11	Rip rap, MDOT plain	64	SY	\$	\$
12	Rip rap, MDOT heavy	151	SY	\$	\$
	Culverts				
13	Crossing C-1, Station 10+51				
	Remove 60" steel culvert	1	LS	\$	\$
	Furnish & install 20'6"S x 7'3"R CS Box, full metal bottom	45	LF	\$	\$
14	Crossing C-5, Station 52+82				
	Remove 72" RCP culvert	1	LS	\$	\$
	Furnish & install 117"S x 79"R CSPA, 3"x1" Corr., 10 gage	42	LF	\$	\$
15	Crossing C-6, Station 75+21				
	Remove 48" RCP culvert	1	LS	\$	\$
	Furnish & install 117"S x 79"R CSPA, 3"x1" Corr., 10 gage	50	LF	\$	\$
16	Crossing C-7, Station 76+10				
	Remove 48" CMP culvert	1	LS	\$	\$
	Furnish & install 117"S x 79"R CSPA, 3"x1" Corr., 10 gage	40	LF	\$	\$
17	Crossing C-8, Station 83+58				
	Remove 48" RCP culvert	1	LS	\$	\$
	Furnish & install 117"S x 79"R CSPA, 3"x1" Corr., 10 gage	41	LF	\$	\$
18	Crossing C-9, Station 87+50				
	Remove 48" RCP culvert	1	LS	\$	\$
	Furnish & install 117"S x 79"R CSPA, 3"x1" Corr., 10 gage	41	LF	\$	\$
19	Crossing C-10, Station 98+34				
	Remove 36" RCP & steel culvert	1	LS	\$	\$
	Furnish & install 117"S x 79"R CSPA, 3"x1" Corr., 10 gage	210	LF	\$	\$
20	Crossing C-11, Station 102+04				
	Remove 68"S x 43"R HECP culvert	1	LS	\$	\$
	Furnish & install 12'11"S x 6'R CS Box	47	LF	\$	\$
21	Crossing C-15, Station 187+81				
	Remove Dual 6'S x 3.8'R Elliptical CSPA	1	LS	\$	\$
	Furnish & install 12'S x 6'R Aluminum Box Culvert	37	LF	\$	\$

**EXHIBIT A – BID FORM
YOUNGS INTERCOUNTY DRAIN**

	Miscellaneous				
22	Maintaining traffic	1	LS	\$	\$
23	4-inch Tile outlet	4	EA	\$	\$
24	6-inch Tile outlet	4	EA	\$	\$
25	8-inch Tile outlet	4	EA	\$	\$
26	10-inch Tile outlet	2	EA	\$	\$
27	12-inch Tile outlet	2	EA	\$	\$
28	30' x 10' Sheet pile weir, Sta 102+30	1	LS	\$	\$
29	Erosion control structure, Type 1, 12" CMP w/ Metal FES (40 feet long)	2	EA	\$	\$
30	Remove gravel driveway/road surface	353	SY	\$	\$
31	Remove asphalt road surface	60	SY	\$	\$
32	Remove concrete driveway surface	60	SY	\$	\$
33	Gravel driveway/road surface (6" MDOT 21AA)	400	SY	\$	\$
34	Asphalt road surface (6" MDOT LSVP on 9" MDOT 21AA aggregate surface)	60	SY	\$	\$
35	Concrete driveway surface (6" thick 3500 grade)	60	SY	\$	\$
36	Soil erosion & sedimentation control	1	LS	\$	\$
37	Daily seeding & fertilizing	1	LS	\$	\$
38	Mulch blanket	500	SY	\$	\$
39	Mowing, both sides of channel	1,375	LF	\$	\$
40	Cleanup & restoration	1	LS	\$	\$
Total Contract Amount					\$

BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents. BIDDER acknowledges that progress payments will be based on the Payment Schedule as detailed in the Contract.

5. BIDDER agrees that the Work will be substantially complete on or before **10/31/2026** and completed and ready for final payment in accordance with paragraph 15.06 of Section 00700 – General Conditions on or before **5/31/2027**.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. In addition, BIDDER accepts:
 - a. That the OWNER will provide through the ENGINEER reference points and laying out (staking) the work sufficient for construction purposes in accordance with applicable parts of paragraph 4.03 of the General Conditions and the Supplementary Conditions.
 - b. That all inspection observation on this project will be performed by the ENGINEER. The inspector is required to observe: excavation of grade; laying of pipe and appurtenances; backfilling; compaction; location and installation of services; installation of manholes, catch basins, meter pits, pump stations, and junction chambers; roadway construction; forming and pouring of concrete items; boring and jacking pits; line and grade of casing pipes; stripping and cleanup; and, restoration, etc. The inspector's limitations of authority and responsibilities are generally described in paragraph 10.08 of the General Conditions.
7. The following documents are attached to and made a condition of this Bid:
 - a. Required 5% Bid Security in the form of Bid Bond or Certified Check.
 - b. A tabulation of Subcontractors, suppliers and other persons or organizations whose separate/individual work value exceeds 15%.
 - c. If required, BIDDER's Qualification Statement with supporting data.
8. Communications concerning this Bid shall be addressed to the ENGINEER:

PEA Group
2379 Woodlake Drive, Suite 480
Okemos, MI 48864

T: (517) 393-2902

Contact persons for this project are:

Alan Boyer – aboyer@peagroup.com	(517) 202-5629
Greg Lamkin – glamkin@peagroup.com	(947) 376-1596

9. Terms used in this Bid have meanings assigned to them in Section 00700 – General Conditions of The Construction Contract.

10. This Bid submitted by:

Bidder: _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
(Authorized Officer's Name)

Its: _____
(Officer's Title)

Submittal Date: _____

Business Address: _____

Telephone No. _____

FAX No. _____

e-mail address: _____

Federal ID No. _____

CONTRACTOR’S STATEMENT OF RELEVANT EXPERIENCE

List contracts completed or awarded within the last five (5) years that are of similar nature or complexity to the proposed **YOUNGS INTERCOUNTY DRAIN**. Include a brief description of the work; the name of the owner; the location of the project; the dollar value of your contract or subcontract; and whether you were the prime contractor or subcontractor. Make additional copies of this page as needed.

Year	Description of Work	Name of Owner and Project #	Location	Contract Amount	Prime or Sub

END OF SECTION

SECTION 02110 – REVISED

SITE CLEARING

PART 1 – GENERAL

1.01 Summary:

- A. Section Includes
 - 1. Site Clearing.
 - 2. Channel clearing, Grubbing, and Snagging.
 - 3. Selective Clearing.
- B. Related Sections
 - 1. Section 02211 – Rough Grading.
 - 2. Section 02222 – Excavation.
 - 3. Section 02274 – Soil Erosion and Sedimentation Control.
 - 4. Section 02923 – Landscape Grading.

1.02 Definitions

- A. Clearing: Cutting, dozing or other means of removing trees, logs, brush, shrubs, stumps and debris from the required work area.
- B. Grubbing: Removal of trees stumps and roots from below the ground surface.
- C. Snagging: Removal of loose debris, stumps, logs and fallen trees from an area, without disturbing the existing sodded conditions.

1.03 Scope of Work

- A. This work shall include the labor and machinery necessary for the clearing, grubbing, snagging, loading, removal and disposal of trees, stumps, brush, and all other waste material as indicated on the plans and specifications. Work also includes loading, removal and disposal of unsalvageable structures, raking of root spoils, removal of fences from within the drain right-of-way, applying herbicide, cutting stumps and other items as directed by the ENGINEER.

1.04 Regulatory Requirements

- A. Conform to applicable local, county, and state standards for disposal of debris, burning debris on site, and use of herbicides.
- B. Coordinate clearing work with utility companies.

PART 2 – PRODUCTS

2.01 Submittals

- A. Submit under provisions of Section 01300 – Submittals.
- B. Herbicide:
 - 1. Garlon 3A or approved equal shall be used on freshly cut brush having diameter of inch or less.
 - 2. 25 percent Garlon 4 or approved equal and 75 percent Ax-it or approved equal shall be used on all freshly cut stumps and brush greater than 1 inch per manufacturer's specifications.
 - 3. All herbicides shall contain a dye additive so that sprayed areas can be visually identified.

4. Painting or spraying should be performed the same day that brush and tree cutting removal work is completed, but in no event later than the manufacturer's recommendations.
5. Applicator shall be certified.
6. Use only in locations approved by ENGINEER and with materials approved by ENGINEER and OWNER.

PART 3 – EXECUTION

3.01 Preparation

- A. Verify that existing plant life designated to remain is tagged or identified.
- B. The CONTRACTOR shall walk the project with the ENGINEER and Drain Office Staff to investigate what trees, brush, etc. must be removed.

3.02 Protection

- A. Locate, identify, and protect utilities that remain from damage.
- B. Protect survey stakes and survey monuments. If monuments, stakes or benchmarks are damaged or destroyed, CONTRACTOR will be responsible for replacement costs.
- C. Protect trees, plant growth, and features designated to remain as final landscaping.
- D. All trees outside of right-of-way shall be protected.
- E. Protect benchmarks and existing structures from damage or displacement.
- F. Burnable debris are not to be covered with earth or spoils

3.03 Site Clearing

- A. Notify ENGINEER 48 hours prior to channel clearing, grubbing and snagging or applying herbicide.
- B. All dead elm and ash shall be taken down and removed.
- C. In reaches proposed for open channel excavation.
 1. CONTRACTOR shall excavate according to the plans and specifications.
 2. Clear trees, shrubs, and brush as noted in the plans and according to the project details.
 3. Stumps located in proposed excavation areas **SHALL** be grubbed.
 4. Stumps not located in excavation areas opposite bank in one-sided excavation areas shall be trimmed flush, no higher than 6", with ground and sprayed with herbicide.
- D. Clear area required for access to site and execution of work or as indicated on plans as approved by the ENGINEER.
- E. Snag all deadfalls and debris from project work areas and haul or otherwise manage as indicated on the plans.

3.04 Channel Clearing, Grubbing and Snagging

- A. Notify ENGINEER 48 hours prior to channel clearing, grubbing, and snagging or applying herbicide.
- B. All dead elm and ash shall be taken down and removed.

- C. In reaches proposed for channel clearing, grubbing, and snagging.
 - 1. CONTRACTOR shall not excavate.
 - 2. Grub from toe of slope to toe of slope only as directed by ENGINEER.
 - 3. Clear trees, shrubs, and brush as noted in the plans and according to the project details.
 - 4. Stumps not located in grubbing areas shall be trimmed flush, no higher than 6" with ground and sprayed with herbicide.
- D. Clear areas required for access to site and execution of work or as indicated on plans as approved by the ENGINEER.
- E. Snag all deadfalls and debris from project work areas and haul or otherwise manage as indicated on the plans.

3.05 Selective Clearing

- A. Notify ENGINEER 48 hours prior to selective clearing or applying herbicide.
- B. All dead elm and ash shall be taken down and removed.
- C. Selective clearing shall be done in such a manner that the conditions within drain right-of-way are not disturbed except by foot traffic or light machinery.
- D. Remove trees and log jams as indicated by the OWNER or the OWNER'S ENGINEER at the time of the pre-bid meeting.
- E. Stumps shall be trimmed flush, no higher than 6", with ground and sprayed with herbicide.

3.06 DELETED

3.07 Debris Management

- A. Coordinate debris management with OWNER/ENGINEER prior to construction. Woody debris may be burned, chipped or hauled away.
- B. Should the landowner wish to keep any wood cut from their property, they will receive the entire tree. CONTRACTOR is to get a signed landowner agreement form from the landowner in order to leave the cut tree. CONTRACTOR is to cut the tree and set it outside of the working area, leaving adequate room along the drain to complete the work and level spoils. As part of this PROJECT, it is not the CONTRACTOR'S responsibility to limb, top or cut the tree into lengths.
- C. Burying debris is not allowed, except for stumps in wooded areas. Burying of stumps must be done in a manner to remove and replace all topsoil in bury location.
- D. Burnable Debris
 - 1. Wooded Areas:
 - i. Cut and pile wood and brush along the right-of-way in preparation for burning. Protect wooded areas from overburning.
 - 2. Agricultural Areas
 - i. Cut and pile wood and brush along the right-of-way in preparation for burning.
 - 3. Burning Restrictions:
 - i. **Obtain burning permits from local authorities and follow permit requirements.**
- F. Non-Burnable Debris
 - 1. Wooded areas- debris to be chipped or hauled away.
 - 2. Agricultural areas- debris to be chipped or hauled away.
 - 3. Residential areas- debris to be hauled away.

4. Chipped materials shall be disposed of in one of the following manners determined by the CONTRACTOR.
 - i. Spread on right-of-way outside of slope to a maximum depth of 36”.
 - ii. Spread or pile in location specified by the landowner outside of, but within 50’ of the drain right-of-way to a depth specified by the landowner.
 - iii. Hauled off-site and disposed of in a manner compliant with Michigan Department of Agriculture’s Emerald Ash Borer Requirements.
 - G. Remove debris, rock, and extracted plant life from site.
 1. Agricultural Areas- Must be left in a plantable condition, acceptable to the OWNER.
 2. A mechanical root rake must be used to remove the superficial debris.
 3. A chisel plow or harrow disk must be used to scarify the soil in all leveled locations.
 4. A mechanical root rake must be used again after the chisel plow/harrow disk operation to remove any debris.
 5. Hand picking of rocks and debris will be required as necessary and as directed by the OWNER.
- 3.08 Fences and/or Other Private Property
- A. CONTRACTOR shall notify landowners and ENGINEER of conflicts and provide reasonable cooperation and assistance.
 - B. Any structures outside of drain right-of-way shall not be disturbed. CONTRACTOR shall correct all damage outside of right-of-way at own expense.
 - C. CONTRACTOR shall disassemble fence, etc. and stockpile off right-of-way. No extra payment will be made for fences, etc.
 - D. CONTRACTOR shall give the landowner three (3) days’ notice prior to the disassembly of any fence in the drain right-of-way.

PART 4 – PAYMENT

- 4.01 Measurement and Payment see Section 01270.

END OF SECTION

SAGINAW COUNTY PUBLIC WORKS COMMISSIONER

LANDOWNER AGREEMENT FORM

Date: _____

Drain Name _____

**Address/Location
Of Property:** _____

Contractor: _____

Address _____

Phone # _____

Landowners: _____

Address _____

Phone # _____

We are the owners of property at the address listed above. We hereby give permission for the contractor and employees and agents of the Saginaw County Public Works Commissioner's Office to leave the spoils dug out of the drain piled on my property in the drain right-of-way, instead of leveling them along the drain. It is my understanding that if left in a pile, the spoils will be left approximately 15-feet from the drain top of bank towards the field. Additionally, we understand that the spoils are being left piled at our request, and we will dispose of/level the spoils using our own means/methods. We will dispose of/level the spoils within _____ months of the date of this agreement (not to exceed 1 year from date of Agreement).

CONTRACTOR

By: _____
Signature

Print Name

Date: _____

LANDOWNER

By: _____
Signature

Print Name

Date: _____

LANDOWNER

By: _____
Signature

Print Name

Date: _____

**SAGINAW COUNTY PUBLIC WORKS COMMISSIONER
LANDOWNER AGREEMENT FORM**

Date: _____

Drain Name _____

**Address/Location
Of Property:** _____

Contractor: _____

Address _____

Phone # _____

Landowners: _____

Address _____

Phone # _____

We are the owners of property at the address listed above. We hereby give permission for the contractor and employees and agents of the Saginaw County Public Works Commissioner's Office to leave the trees cut along the drain piled on my property outside of the drain right-of-way, instead of chipping them or disposing of them. It is my understanding that if left in a pile, the cut trees will be left approximately 35-40 feet from the drain top of bank towards the field/woods. Additionally, we understand that the cut trees are being left piled at our request, and we will dispose of the cut trees using our own means/methods. We will dispose of the cut trees within _____ months of the date of this agreement (not to exceed 1 year from date of Agreement). We also understand that by requesting that the cut trees be left on our property, we will receive the whole tree. The contractor is not responsible for limbing/topping the tree or cutting it into lengths.

CONTRACTOR

By: _____
Signature

Print Name

Date: _____

LANDOWNER

By: _____
Signature

Print Name

Date: _____

LANDOWNER

By: _____
Signature

Print Name

Date: _____