



**LAKE LANSING NATURAL SHORELINE DEMONSTRATION
PROJECT 2022**

MERIDIAN TOWNSHIP
DEPARTMENT OF PUBLIC WORKS

INGHAM COUNTY, MICHIGAN

LAKE LANSING NATURAL SHORELINE DEMONSTRATION PROJECT 2022

FOR
MERIDIAN TOWNSHIP

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MERIDIAN TOWNSHIP

LAKE LANSING NATURAL SHORELINE DEMONSTRATION PROJECT 2022

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by Meridian Township, Ingham County, Michigan, at the Meridian Township Clerk's Office, Municipal Building, 5151 Marsh Road, Okemos, Michigan, 48864-1198, Ph. 517.853.4000, up to 10:30 a.m., local time on Friday January 6, 2023 for natural shoreline restoration on Lake Lansing in Meridian Township, after which time proposals will be opened and read aloud.

Proposals shall include the furnishing of all labor, material, and equipment necessary to construct three (3) contiguous sections of bioengineered shoreline for three different wave intensities (low, medium, high), totaling approximately 140 feet in length along the shoreline.

A specific section may contain coir logs, riprap, aquatic plugs, and a 15-foot-wide native landscape buffer consisting of a variety of forbs, grasses, shrubs, and trees. See plans for details.

Work on the project shall commence within ten days after issuing the Notice to Proceed, and be complete by June 15, 2023. Completion is defined as being constructed, and the site fully restored.

Each proposal shall be accompanied by a certified check or a bid bond by a recognized surety company similar to a U.S. Government Standard form bid bond, in the amount of five percent (5%) of the bid, payable to Meridian Township, Ingham County, Michigan as security for the acceptance of the Contract.

Insurance and bonds are required from the successful bidder for this project; please see pages G-2 and G-3 for those requirements. Please note Owner/Contractors Protective Liability is required for all Township contracts. Additionally, a two (2) year Maintenance Bond will be required for this project; please see page G-2 for these requirements.

The successful bidder shall have at least one **Certified Natural Shoreline Professional** on staff, and that the company must have a minimum of five years of experience with similar projects. At least three references of other similar projects will be required with the bid.

The contract documents may be examined at the following locations:

- Meridian Township, Dept of Public Works, 5151 Marsh Road, Okemos, MI 48864
- Builders Exchange of Lansing & Central MI, 1240 E. Saginaw St., Lansing, MI 48906-5522
- Builders Exchange of Michigan, 678 Front Ave. NW, Ste. 330, Grand Rapids, MI 49504
- Construction Assoc of MI, 43636 Woodward, Bloomfield Hills, MI 48302
- Dodge Data & Analytics, 2521 E. Michigan Avenue, Lansing, MI 48912-4010

To be added to the Township's list of prospective bidders, please make sure to contact the Engineering Office, as described below. PDF copies of the plans and contract documents may be downloaded from the Township website here:

<https://www.meridian.mi.us/businesses/requests-for-proposals-bids>.

Hard copies of the contract documents for the work may be obtained from the Department of Public Works & Engineering at 5151 Marsh Road, Okemos, Michigan, for a non-refundable fee of ten dollars (\$10). There is a five dollar (\$5.00) fee for mailing contract documents. Contract documents may be obtained via email free of charge. Questions regarding this contract may be addressed to Meridian Township Department of Public Works & Engineering by phone at (517) 853-4440, or by email at DPW@meridian.mi.us.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, to award the Contract to other than the low bidder, to award separate contracts for each project, phase and/or portion of the detailed scope of work, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Owner.

INSTRUCTIONS TO BIDDERS

1. PROPOSALS

Proposals must be made upon the forms provided, without modifications or changes, and all other data submitted as required.

The proposal must be enclosed in a sealed envelope marked "**Bid Proposal – LAKE LANSING NATURAL SHORELINE DEMONSTRATION PROJECT 2022** " clearly indicating the name and address of the bidder, and filed at the place and by the time specified in the Advertisement.

2. BASIS OF PROPOSALS

Proposals may be submitted for any one or all of the projects or phases as may be applicable.

Proposals are solicited on the basis of unit prices for the entire work of the contract.

The right is reserved by the Owner to reject any and all bids, to award the Contract to other than the low bidder, to award separate Contracts for each project and/or phase, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Owner.

3. BID DEPOSITS

Each proposal shall be accompanied by a certified check, or bid bond from a recognized surety company, in the amount of five percent (5%) of the total amount of the bid, payable to the order of the Owner, to be forfeited to the Owner in case of failure on the part of the successful bidder to enter into the attached form of Contract to do the work covered by such Proposal at the price and within the time stated therein. The bid deposit of all except the successful bidder will be returned within four weeks after opening of bids. The bid deposit of the successful bidder will be returned within 48 hours after the executed Contract has been finally approved by the Owner.

4. QUALIFICATION OF BIDDERS

It is the intention of the Owner to award the Contract(s) to contractor(s) fully capable, both financially and as regards experience to perform and complete all work in a satisfactory manner. Evidence of such competency must be furnished, including a listing of similar projects which the bidder has satisfactorily undertaken and completed.

5. INTERPRETATION OF DOCUMENTS

If the bidder is in doubt as to the true meaning of any part of the plans, specifications or Contract Documents, he may submit to the Engineer a written request for an interpretation thereof. Any interpretation made in response to such query will be mailed or duly delivered to each prospective bidder. The Owner will not be responsible for any other explanation or interpretation of the Contract Documents.

6. REQUIREMENT OF SIGNING BIDS

Bids which are not signed by the individual making them shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids, which are signed by a partnership, shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officers of the corporation manually written below the corporate name following the word "By". If such a bid is manually signed by an officer other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid shall be attached to it. Such a bid shall also bear the attested signature of the secretary of the corporation and the impression of the corporate seal.

INSTRUCTIONS TO BIDDERS

7. EXECUTION OF AGREEMENT

The bidder to whom an award is made will be required to enter into the written contract included herein, within ten (10) calendar days after being notified of the acceptance of his bid and receipt by him of the copies of the documents to be executed. In case of failure to comply with this requirement, he may be considered to have abandoned all his rights and interests in the award and his certified check or amount of bidder's bond may be declared to be forfeited to the Owner and the Contract may be awarded to another bidder.

8. INSURANCE (Ref. General Conditions – GC.2)

The contractor will be required to carry Worker's Compensation Insurance, Bodily Injury and Property Damage, Insurance and Owner's Protective Liability in the amounts specified in the General Conditions. Certificates of such insurance must be attached to each copy of the executed Contract Documents.

9. BONDS (Ref. General Conditions – GC.1)

The successful bidder will be required to furnish for each set of executed Contract Documents and conformed copies thereof an original completed Performance Bond, and Labor and Material Bond with surety acceptable to the Owner as set forth in the General Conditions.

The successful bidder will be required to furnish, after construction, a two (2) year Maintenance Bond with surety acceptable to the Owner as set forth in the General Conditions.

10. BIDDER'S RESPONSIBILITY FOR EXAMINING PLANS AND SITE

At the time of opening bids, each bidder will be presumed to have made a personal investigation of the site of the work and of existing structures, and to have read and be thoroughly familiar with the plans, specifications and Contract Documents (including all addenda). He shall determine to his own satisfaction the conditions to be encountered, the nature of the ground, difficulties involved in completing the Contract and all factors affecting the work proposed under this Contract.

The bidder to whom this contract is awarded will not be entitled to any additional compensation by reason of his failure to fully acquaint himself with the conditions at the site or by his failure to fully examine the plans, specifications and Contract Documents.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination with regards to employees and applicants for employment. The contractor and his/her subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, including a benefit plan or system or a matter directly or indirectly related to employment, because of race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, disability, source of income, familial status, educational association, sexual orientation, gender identity or expression, or HIV status. Breach of this section shall be regarded as a material breach of this Contract.

PROPOSAL

TO: Meridian Township
5151 Marsh Road
Okemos, MI 48864

RE: LAKE LANSING NATURAL SHORELINE DEMONSTRATION PROJECT 2022

Board of Trustees:

The undersigned, as a bidder, hereby declares that these bids are made in good faith, without fraud or collusion with any person or persons bidding on the same Contract, that he has read and examined the Advertisement, Instruction to Bidders, Proposal, Contract, General Conditions, Specifications, Special Provisions and Plans and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to the conditions to be met in the execution of the Contract.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, to award the Contract to other than the low bidder, to award separate contracts for each project and/or phase, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Owner.

It is further understood and agreed by the undersigned that any qualifying statement or conditions made to this proposal as originally published, as well as any interlineation, erasures, omissions or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

The undersigned agrees to start work within ten (10) days of issuance of the Notice to Proceed. The undersigned further agrees to complete all work covered by this Proposal to the point of use of the project by the Owner by the completion date stated in the Advertisement or within the number of calendar days stated in the Advertisement; and that for all days thereafter until final acceptance, there will be charged, as liquidated damages, the sum of \$1,000.00 per calendar day per project for each and every day thereafter until final acceptance.

The undersigned hereby proposes to perform everything required to be performed and to furnish all labor, materials, tools, equipment and all utility and transportation services necessary to complete in a workmanlike manner all the work to be done under this Contract, including addenda thereto, for the sums set forth in the following Bidding Schedule:

PROPOSAL

#	DESCRIPTION	QTY	UNIT	UNIT PRICE \$	AMOUNT \$
10a.	Tree, Inst	3	EA		
44.	Gravel Base - High Energy Area	10	TON		
46.	Site Clearing & Grading	1	LS		
53a.	Silt Fence	150	LF		
53b.	Gravel Maintenance Drive	56	TON		
53c.	Erosion Control Blanket	250	SY		
53d.	Turbidity Curtain (3' - 5' Deep)	180	LF		
53e.	12"-18" Field Stone - Moderate Energy Area	20	TON		
53f.	12"-18" Field Stone Rip Rap- High Energy Area	50	TON		
54a.	Site Restoration	1	LS		
54b.	Aquatics, Plugs, and Live Stakes	1	LS		
54c.	Habitat Structures	1	EA		
54d.	Coir Log Installation	145	LF		
54e.	Topsoil	45	CY		

TOTAL BID:\$_____

Give the name of the Owners and dates of other projects which the Bidder has constructed or has had responsible charge of construction:

NAME

DATE

The Bidder acknowledges that his bid is in accordance with the information contained in Addendum No. ____, ____, ____, ____.

The Bidder is hereby reminded that the Pay Items listed under the Bidding Schedule are the only items for which he will receive payment under this Contract. In the event that lesser or greater quantities of specific Pay Items are required to complete the work and place the system in operation, the total amount bid for the specific item will be adjusted by the unit price bid to the actual quantities utilized. In the event that an error is made in extending the unit prices, the Bidder is hereby notified that the unit prices as bid, will govern in determining the Total Base Bid. It is expressly understood and agreed that the Total Base Bid is the basis for establishing the amount of Bid Security on this Proposal and for comparison of bids only and is not to be constructed as a lump sum Proposal.

The undersigned attaches hereto a certified check or bidder's bond in the sum of not less than five percent (5%) of the Total Base Bid as required by the Advertisement and Instructions to Bidders and the undersigned agrees that in case he shall fail to fulfill his obligations under this Proposal and/or shall fail to furnish bonds, as specified, the Owner may, at its option determine that the certified check or amount of said certified check or bidder's bond accompanying this Proposal has been forfeited to the Owner, but otherwise the said certified check or bidder's bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bond.

The undersigned further agrees that this proposal shall be effective for a period of sixty (60) days from the date established for opening of all bids.

Date _____ Company Name _____

By _____ Address _____
Signature

Printed Name _____

Title _____ Phone Number _____

Email Address _____

LAKE LANSING NATURAL SHORELINE DEMONSTRATION PROJECT 2022

THIS CONTRACT, dated _____, 2023, by and between _____, hereinafter called the "CONTRACTOR", and Meridian Township, 5151 Marsh Road, Okemos, MI 48864, hereinafter called the "OWNER".

WITNESSETH, that the CONTRACTOR and the OWNER for the consideration herein agree as follows:

ARTICLE I. SCOPE OF WORK.

The CONTRACTOR shall perform everything required to be performed and shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for constructing the project as described in the Advertisement and Proposal and for performing all related work for the OWNER, required by and in strict accordance with the plans and specifications, including any and all addenda, and other Contract Documents mentioned and made a part hereof.

ARTICLE II. THE CONTRACT PRICE.

The OWNER shall pay for constructing the project complete with all labor, materials, equipment, appurtenances, surface restoration and related work in strict accord with the Plans and Specifications, ready for use, the unit prices as listed in the Proposal and herein made a part of this Contract. Payment shall be made to the CONTRACTOR in accordance with and subject to the conditions specified under General Conditions.

ARTICLE III. TIME.

Time is of the essence in the performance of this contract. The CONTRACTOR agrees to start work within ten (10) days of issuance of the Notice to Proceed and to fully complete the work so as to permit use of the project by the OWNER by the completion date stated in the Advertisement or within the number of calendar days listed in the Advertisement.

ARTICLE IV. DELAYS AND DAMAGES.

If the CONTRACTOR refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its substantial completion, ready for use by the OWNER by the completion date stated in the Advertisement or within the number of consecutive calendar days stated in the Advertisement, or any extension thereof, or fails to complete said work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate the CONTRACTOR's right to proceed with the work or such part of the work as to which there has been delay. In such event, the OWNER may take over the work and prosecute the same to completion by contract or otherwise, and the CONTRACTOR and his sureties shall be liable to the OWNER for any excess cost occasioned thereby. If the CONTRACTOR's right to proceed is so terminated, the OWNER will take possession of and utilize in completing work such materials, appliances, and plant as may be on the site of the work and necessary therefore.

If the OWNER does not terminate the right of the CONTRACTOR to proceed, the CONTRACTOR shall continue to work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the CONTRACTOR shall pay the OWNER the sum of one thousand dollars (\$1,000.00) per day as fixed, agreed, and liquidated damages for each calendar day of delay until the work is substantially completed, ready for operation and the CONTRACTOR and his sureties shall be liable for the amount thereof. However, the right of the CONTRACTOR to proceed shall not be terminated or the CONTRACTOR charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond control and without the fault or negligence of the CONTRACTOR, including, but not restricted to acts of God, or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, delays of subcontractors due to such causes, if the CONTRACTOR shall, within ten (10) days from the beginning of any such delay (unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract) notify the OWNER in writing of the cause of delay and extend the time for completing the work when, in OWNER's judgement, the finding of fact justify such an extension and OWNER's findings of fact thereon shall be final and conclusive on the parties thereto. In no event shall bankruptcy or labor disputes, or the like, either of CONTRACTOR or any of its subcontractors or suppliers, be considered as an unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR.

ARTICLE V. COMPONENT PARTS OF THIS CONTRACT.

This Contract consists of the following component parts, all of which are as fully a part of the Contract as if herein set out verbatim, or, if not attached:

- | | |
|----------------------------|---|
| 1. Advertisement | 8. General Specifications |
| 2. Instructions to Bidders | 9. Ingham County Road Commission Specifications |
| 3. Proposal | 10. Standard Specifications |
| 4. Addenda | 11. Special Provisions |
| 5. Contract | 12. Plans |
| 6. Bonds and Insurance | 13. Notice of Award |
| 7. General Conditions | 14. Notice to Proceed |

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

CONTRACTOR

WITNESS:

By: _____

Title: _____

Date: _____

MERIDIAN TOWNSHIP
OWNER

WITNESS:

BY: _____

Dan Opsommer

TITLE: Assistant Township Manager
Director of Public Works & Engineering

DATE: _____

NOTICE OF AWARD

Dated:_____

TO: _____

ADDRESS: _____

CONTRACT: LAKE LANSING NATURAL SHORELINE DEMONSTRATION PROJECT 2022

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for LAKE LANSING NATURAL SHORELINE DEMONSTRATION PROJECT 2022.

The Contract Price of your Contract is: \$_____.

Three copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions within 10 days of the date you receive this Notice of Award.

1. Deliver to the OWNER **three** fully executed counterparts of the Contract Documents. (Each of the Contract Documents must bear your signature on page C-3.)
2. Deliver with the executed Contract Documents the Contract security (Bonds and Insurance) as specified in General Conditions (GC).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice to Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

MERIDIAN TOWNSHIP

By: _____

Dan Opsommer
Assistant Township Manager
Director of Public Works & Engineering

NOTICE TO PROCEED

Dated: _____, **2023**

TO: _____

ADDRESS: _____

CONTRACT: LAKE LANSING NATURAL SHORELINE DEMONSTRATION PROJECT 2023

You are notified that the Contract Times under the above Contract will commence to run on _____, **2023**. In accordance with Article III of this contract, work shall commence within ten (10) days after this Notice to Proceed, and all work on the project shall be completed by June 15, 2023.

Deliver to **OWNER** an acknowledged copy of this Notice to Proceed.

MERIDIAN TOWNSHIP

By: _____
Younes Ishraidi, P.E.
Chief Engineer

ACKNOWLEDGEMENT OF ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR acknowledges acceptance of this Notice to proceed this _____ day of _____, 2023.

By: _____
Name
Title

GENERAL CONDITIONS

**GENERAL CONDITIONS
LAKE LANSING NATURAL SHORELINE DEMONSTRATION PROJECT 2022**

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GENERAL CONDITIONS

GC.1 CONTRACT SECURITY

The Contractor shall furnish a surety bond, by a duly authorized surety company satisfactory to the Owner, in an amount equal to 100 percent (100%) of the Contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond, by a duly authorized surety company satisfactory to the Owner, in an amount equal to 100 percent (100%) of the Contract price as security for the payment of all persons performing labor and/or furnishing materials.

After the project is completed and accepted by the Owner but prior to final payment, the Contractor shall secure a two (2) year Maintenance Bond in the amount of fifty (50) percent of the final construction cost rounded off to the nearest thousand dollars. Subsequent to completion of construction, The Owner's consultant will conduct a final inspection of the project to determine whether or not the improvements have been properly constructed. The two (2) year term of the bond will begin on the final inspection date provided that at that time, all improvements meet the required standard.

The surety company writing the bid, performance, labor and material, and maintenance bond shall be: 1) acceptable to the Owner, 2) be listed in the Federal Register as published by the U.S. Department of Treasury under most recently revised Circular 570; 3) have an A.M. Best Company's Insurance reporting rating of no less than A; and 4) authorized to do business in the State of Michigan by the Michigan Department of Licensing & Regulatory Affairs Office of Financial and Insurance Regulations. Upon request, the Contractor shall submit evidence of such insurance.

GC.2 CONTRACTORS' AND SUBCONTRACTORS' INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractors and subcontractors are required to file with the Owner and Ingham County completed certificates of insurance, as evidence that they carry adequate insurance to comply with the requirement of this section. New Certificates of Insurance shall be furnished to the Owner at the renewal date of all policies named on these certificates.

A. Policies, Coverages, and Endorsements

The Contractor agrees to maintain, or to cause its personnel providing services under this Contract to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with the specified coverages and limits, to protect and insure the Owner and Contractor against any claim for damages arising in connection with Contractors responsibilities or the responsibilities of Contractors personnel under this Contract and all extensions and amendments thereto.

1. Commercial General Liability

- | | | |
|----|-------------------|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Each Occurrence | \$2,000,000 |

Such insurance shall include, but not be limited to, coverage for:
Comprehensive form, Premises-operations, Explosion and collapse hazard, Underground hazard, Products/completed operations hazard, Contractual insurance, Broad form property damage, Independent contractor, Personal injury

2. Workers' Compensation & Employer' Liability (if applicable)

- | | | |
|----|---------------------------|-------------------------|
| a. | Medical & Indemnity | Statutory Requirements |
| b. | Bodily Injury by Accident | \$500,000 Each Accident |
| c. | Bodily Injury by Disease | \$500,000 Each Employee |

GENERAL CONDITIONS

- | | | |
|----|--------------------------|------------------------|
| d. | Bodily Injury by Disease | \$500,000 Policy Limit |
| e. | Employers Liability | \$500,000 |

3. Automobile Liability

The contractor, and its subcontractors, shall procure and maintain Automobile Liability Insurance, including Michigan No-Fault Coverages with limits of liability of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, all non-owned vehicles, and all hired vehicles.

~~B. Builder's Risk Insurance (Fire and Extended Coverage)~~

~~Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and subcontractors as their interests may appear.~~

C. Owner's Protective Liability

The Contractor shall procure and shall maintain during the life of this Contract Owner's/Contractor's Protective Liability Insurance, listing the Owner as the named insured. The minimum limit of liability shall be not less than \$1,000,000.00 per occurrence/aggregate.

D. Insured Parties

Commercial General Liability and Automobile Liability Insurance policies shall contain a provision naming the Owner (and its officers, agents, and employees), and the County of Ingham (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Contract. It is understood and agreed that the contractor's Commercial General Liability and Automobile Liability insurance shall be made primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other coverage be primary, contributing or excess. The appropriate boxes must be checked under the "Addl Insr" heading on the Certificate of Insurance.

E. Acceptable Insurance Companies

All insurance companies required by this section shall be: 1) acceptable to the Owner; 2) authorized to do business in the State of Michigan by the Michigan Department of Licensing & Regulatory Affairs Office of Financial and Insurance Regulations, and 3) have an A.M. Best Company's Insurance reporting rating of no less than A. Upon request, the Contractor shall submit evidence of such insurance.

F. Indemnification and Hold Harmless

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Owner, and the County of Ingham, their elected, appointed officers, employees, and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs for administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions, or negligence of the Contractor, its subcontractors, sub-subcontractors or any of their officers, employees, or agents. This includes but is not limited to injury or death to any person or persons, including the contractor's employees, and damage to property. The furnishing by the Contractor of any insurance required by this Contract, or the acceptance or approval thereof by the Owner as provided in this Contract, or otherwise, shall not diminish the Contractor's obligation to fully indemnify the Owner, Ingham County, their elected and appointed officers, employees, and agents as required in this section.

G. Deductibles and SIRs

The contractor, and its subcontractors, shall be responsible for paying any deductibles and self-insured retentions (SIRs) in insurance coverages it is required to maintain.

GENERAL CONDITIONS

- H. Certified Copies of Policies** If so requested, Certified Copies of all policies mentioned above shall be furnished to the Township.

The Contractor shall not cancel, reduce the coverage of, or materially change any insurance required by this section without providing 30-day prior written notice to the Owner – attention Younes Ishraidi, 5151 Marsh Road, Okemos, MI 48864 – and Ingham County – attention Tim Morgan, 121 E. Maple St., Suite 102, Mason, MI 48854. All such insurance must include an endorsement whereby the insurer shall agree to notify the Owner and Ingham County immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

GC.3 QUALIFICATION FOR EMPLOYMENT

The Contractor shall employ competent laborers and mechanics for the work under this Contract and shall comply with all applicable regulations of the United States Department of Labor and any other agencies having jurisdiction.

GC.4 PROGRESS SCHEDULE

The Contractor, if requested by the Owner, immediately after being awarded the Contract, shall prepare and submit to the Owner and its representative an estimated progress schedule for the work in relation to the entire project. This schedule shall indicate the dates for the starting and completion of the various stages of construction. If the Contractor chooses to work overtime, they will be back charged for inspection. Overtime is any Township recognized holiday and/or any time other than 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. No work will be allowed at the site prior to 7:00 a.m. or after 7:00 p.m., or dusk, of any working day. No work will be allowed on Sundays with the exception of work necessitated by an emergency.

GC.5 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. The Contractor is entirely responsible for all aspects of job safety and shall execute the work under this Contract in strictest conformance with all state and local safety codes, rules and regulations.

GC.6 CONTRACT PRICE SCHEDULE

The Contractor, if requested by the Owner, shall submit to the Owner a cost breakdown for the various items of the work. The schedule shall be prepared in a manner acceptable to the Owner as to both form and completeness and supported by data as necessary to substantiate its correctness.

GC.7 PAYMENT TO CONTRACTOR

The Contractor shall submit semi-monthly, or at longer intervals, if he so desires, an invoice covering work previously performed for which he believes payment, under the Contract terms, is due, and shall deliver said invoice to the Owner. Each request for payment shall be accompanied by a statement certifying that all bills for labor and materials have been paid up for all previous pay requests.

Each progress payment request shall be paid within one of the following time periods, whichever is later:

- A. Thirty (30) days after the Owner has certified that the work is in place in the portion of the facility covered by the applicable request for payment in accordance with the documents.
- B. Fifteen (15) days after the Owner has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds for the facility are to come from either of these sources.

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To assure proper performance of the Contract by the Contractor, the Owner shall retain ten percent (10%) of the dollar value of all work in place until the work is fifty percent (50%) in place. After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the Owner determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. In the event of such a determination the Owner may retain up to but not to exceed ten percent (10%) of the dollar value of the work more than fifty **GC.4** percent (50%) in place.

Any funds retained by the Owner shall not exceed the prorated share of the Owner's matching requirement if the project is funded, in part, with federal or state funds. Any retained funds shall not be commingled with other funds of the Owner and shall be deposited in an interest-bearing account in a regulated financial institution.

At any time after ninety-four percent (94%) of the work under the Contract is in place and at the request of the Contractor, the Owner shall release the retainage plus interest, only if the Contractor provides to the Owner an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in the State of Michigan, containing terms mutually acceptable to the Contractor and Owner.

Retainage shall be released to the Contractor together with the final progress payment.

Owner and Contractor agree that disputes concerning retainage, at the option of the Owner, shall be submitted to the decision of the agent as provided in Section 4 of Act 524 of the Michigan Public Acts of 1980 (MCLA 125.1564; MSA 5.2949 (104)) and that interest earned on retainage shall be released to the Contractor together with the final progress payment except as provided in said Section 4 of 1980 PA 524.

The final progress payment request by the Contractor shall include:

- A. A final invoice in a form satisfactory to the Owner.
- B. A sworn statement certifying that all bills for labor and materials have been paid by the Contractor.
- C. A sworn statement waiving any further claims (other than the final payment, retainage and interest, if any) by the Contractor against the Owner.
- D. A certificate from Contractor's bonding company approving issuance of final payment.
- E. A maintenance bond as described in GC.1.

All payments shall take due account of additions to or deductions from the Contract price as herein provided.

The acceptance by the Contractor of payment on the final progress payment request shall be conclusive evidence of Contractor's acceptance and approval of estimates, accounting and deductions, and of full payment by the Owner for all work, labor, materials and services done or furnished hereunder, and a full satisfaction, discharge, release and waiver of all claims and demands of or on behalf of the Contractor, its agents or employees against the Owner arising out of this agreement.

GC.8 SUBCONTRACTING

The Contractor shall not award any work to any subcontractor, supplier, manufacturer or fabricator without prior written approval of the Owner, which approval will not be given until the Contractor submits a written statement to the Owner concerning the proposed award to the subcontractor. Said statement shall contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of

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persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract documents insofar as applicable to the work of the subcontractors, and to give the Contractor the same power of terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract documents.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

GC.9 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

GC.10 EXTRAS

Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the Owner and the price stated in such order.

GC.11 CHANGES IN WORK/PAYMENT ADJUSTMENTS

Adjustments, if any, in the amounts to be paid by the Contractor by reason of changes in, additions to, or deductions from the work to be performed or the materials to be furnished under this Contract, shall be made on the basis of the acceptable unit prices or lump sums submitted by the Contractor covering such changes, additions or deductions.

Failing an acceptable lump sum or unit price basis for extra work caused by changes or additions, the Contractor may be directed to proceed with extra work on the basis of actual total cost of:

- A. Labor, including foremen (including fringe benefits);
- B. Materials entering permanently into the work;
- C. The ownership or rental cost of construction plant and equipment during the time of use on the extra work at a rate not to exceed AGC rates;
- D. Power and consumable supplies for the operation of power equipment;
- E. Insurance;
- F. Social Security and unemployment contributions.

To the cost of the six items above, there shall be added a fixed fee, to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The single fee shall be compensation to both the Contractor and/or subcontractor to cover the cost of supervision, overhead, bond, profit and any other general expenses.

Failing an acceptable lump sum or unit price basis for adjustment for any decrease in work caused by changes or deductions, the amount of such adjustment may be determined on a similar basis to that described for extra work, with the Contractor furnishing all pertinent cost data from his/her books and records that may be available and necessary for determination of the amount of adjustment.

All changes in, additions to, or deductions from the work specified shall be made only by written order by the Owner or by an authorized representative of the Owner. No claim for extra work will be allowed,

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unless ordered in writing as above stated, and the claim therefore presented in writing by the Contractor on or before the fifth (5th) day of the month following that in which the work was done.

GC.12 TIME OF MAKING CLAIMS

If the Contractor shall claim compensation or extension of time for any losses, damages, or delays sustained by reason of the acts of the Owner or its agents or other causes, he/she shall make a written statement of the nature of the loss, damage, or delay sustained to the Owner, within ten (10) days after the sustaining of such loss, damage, or delay. At the time of delivery and as a part of the Contractor's Declaration as hereinafter provided, the Contractor shall file with the Owner an itemized statement of the details and amounts of the loss, damage, or delay, and unless the statement shall be made as thus required, the Contractor's claim for compensation or extension of time shall be forfeited and invalidated, and he/she shall not be entitled to payment or extension of time on account of any such loss, damage or delay.

GC.13 MATERIALS, SERVICES, AND FACILITIES

It is understood that except as otherwise specifically stated in the Contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all construction facilities whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular working hours, or Sundays and legal holidays, shall be performed without additional expense to the Owner.

GC.14 TERMINATION FOR BREACH

In the event that any of the provisions of this Contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, such notice to contain the reasons for terminating the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, the violation shall cease and satisfactory arrangements for correction be made, the Contract shall cease and terminate. In the event of a termination of the Contract, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract.

However, if the Surety does not commence performance thereof within 30 days from the date of mailing said Notice of Termination to such Surety, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the Contractor. The Contractor and his Surety shall be liable to the Owner for any excess cost incurred by the Owner in completing the work, and Owner may take possession of and utilize in completing the work, all materials, appliances and plants as may be on the site of the work and necessary therefore.

GC.15 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

The Owner may withhold a sufficient amount of any payment otherwise due to the Contractor to cover:

- A. Payments that may be past due and payable for just claims for labor, materials, or equipment furnished in and about the performance of the work on the project under this Contract.
- B. For defective work not remedied.
- C. For failure of the Contractor to make proper payments to his subcontractors.

The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. Any payment so made by the Owner shall be considered as a payment made under

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the Contract by the Owner to the Contractor. The Owner will render to the Contractor a proper accounting of all funds disbursed in behalf of the Contractor.

GC.16 SUPERINTENDENCE

The Contractor shall give his/her personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Owner, on the worksite at all times during work progress, with authority to act for the Contractor.

GC.17 NOTICE AND SERVICE THEREOF

Where in any of the Contract documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given; as to the Owner, when written notice shall be delivered to the Owner, or shall have been placed in United States mails with first-class postage pre-paid addressed to the chief executive officer of the Owner at the place where the bids or proposals for the Contract were opened; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor, at the site of the project or by mailing such written notice in the United States mails with first-class postage pre-paid addressed to the Contractor at the place stated in the papers prepared by him to accompany his proposal as to the address of his permanent place of businesses; as to the Surety, when a written notice is placed in the United States mails with first-class postage pre-paid addressed to the Surety at the home office of such Surety or to its agent or agents who executed bonds in behalf of such surety.

GC.18 COMPLIANCE WITH LAW, APPLICABLE LAW, AND VENUE

The Contractor shall comply with all applicable Federal, State, County, and Municipal laws, ordinances, rules and regulations.

This contract shall be construed according to the laws of the State of Michigan.

The venue for the bringing of any legal or equitable action under this contract shall be the County of Ingham, of the State of Michigan. In the event that any action is brought under this Contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

GC.19 PERMITS

The Township will secure and pay for the Building Permit from the Meridian Township Building Department. All other permits or licenses which may be needed for prosecution of the work are to be obtained by the Contractor at the Contractor's expense.

GC.20 ROYALTIES AND PATENTS

The Contractor shall pay for all royalties and patents, and defend all suits or claims for infringement on any patent right, and shall save and hold harmless the Owner from loss on account thereof.

GC.21 INSPECTIONS

The Owner and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and for inspection.

The Owner and/or its representative shall have the right to reject materials and workmanship which are defective, or require their correction. Work on the project may be ordered terminated until correction is made. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct condemned work and remove rejected materials within a reasonable time, fixed by written notice, the

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Owner may remove them and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If the work is found to be defective in any material respect, due to fault of the Contractor or their subcontractors, they shall defray all the expenses of examination and satisfactory reconstruction. If, however, the work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent (15%) shall be allowed the Contractor.

GC.22 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the Contract documents nor partial or entire occupancy of the premises by the Owner shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, he/she shall repair any defects due thereto and pay for any damage due to other work resulting therefrom, which shall appear within **two years** after date of completion and acceptance.

GC.23 PROTECTION OF WORK

The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this Contract, and shall be responsible for all damage and/or injury caused by or arising out of his operations.

GC.24 USE OF JOB SITE

The Contractor shall confine his/her equipment apparatus, the storage of materials and operations of his/her workmen to limits indicated by law, ordinances, permits or directions of the Owner and shall not encumber the premises with his materials.

GC.25 "OR EQUAL" CLAUSE

Whenever in any of the Contract documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in a manner so as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirement of the Contract documents relative to the Owner's approval of materials and equipment before they are incorporated in the project.

GC.26 PLANS AND SPECIFICATIONS

The Contractor shall keep on the worksite a copy of the drawings and specifications and shall at all times give the Owner access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like affect as if shown or mentioned in both. In case of difference between drawings and specifications the specifications shall govern. In any case of discrepancy in the figures, drawings or specifications, the matter shall be immediately submitted to the Owner, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his/her own risk and expense.

The Owner shall furnish from time to time such detail drawings and other information as he/she may consider necessary, unless otherwise provided. The Contractor shall keep such drawings at the site of the work.

GC.27 OWNER'S RIGHT TO DO WORK

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If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner three (3) days after given written notice to the Contractor and his/her Surety may, without prejudice to any other remedy the Owner may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

GC.28 CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work, and at the completion of the work he/she shall remove all his/her rubbish from and about the work and all his/her tools, equipment, scaffolding and surplus materials and shall leave his/her work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors in proportion to the amounts as shall be determined to be just.

GC.29 REPORTS, RECORDS AND DATA

The Contractor and each of his/her subcontractors shall submit to the Owner such schedules of quantities, costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this Contract.

GC.30 NON-DISCRIMINATION IN EMPLOYMENT

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination with regards to employees and applicants for employment. The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this section shall be regarded as a material breach of this Contract.

GC.31 DEFINITIONS

The following terms as used in these Contract documents are respectively defined as follows:

- (a) "Contractor" The person, firm or corporation to whom the within Contract is awarded by the Owner and who is subject to the terms hereof.
- (b) "Subcontractor" A person, firm or corporation other than a Contractor, supplying labor and materials or labor for work at the site of the project.
- (c) "Project" The total construction proposed by the Owner to be constructed in part or in whole pursuant to the within Contract.
- (d) "Work on the Project" Work to be performed, including work normally done, at the location of the project.
- (e) "Surety" Any person, firm or corporation that has executed, as surety, the Contractor's performance and/or labor and material bonds securing the attached Contract.
- (f) "Owner" The public body or authority for whom the work is to be performed and as identified in the advertisement and proposal.
- (g) "Engineer" The Director of Public Works and Engineering for Meridian Township or their authorized representative.

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GS.1 DEFINITION

The Contractor shall furnish all materials specified herein, shown on the plans, and required to be incorporated in the work of the Contract. They shall furnish all labor, construction equipment, tools, supplies and facilities required to construct the elements designated by the Contract documents and shall construct all of the designated elements complete and in full conformance with the requirements of these documents. They shall comply with all regulatory provisions of the Contract, General Conditions and the Specifications.

GS.2 ELEVATIONS

All the elevations shown on the plans or referred to herein are in feet above mean sea level datum as established by the United States Geological Survey, unless otherwise noted. The Contractor shall verify all the existing structure locations and elevations at points of connection or possible interference between their work and the existing structures and shall report at once to the Engineer any interference's or discrepancies discovered.

GS.3 QUALITY OF MATERIALS AND EQUIPMENT FURNISHED

All materials and equipment furnished by the Contractor hereunder shall be new and conform to specifications herein.

Materials, supplies, and equipment, whether furnished by the Contractor or the Owner, shall be stored at the site of the work in such manner as not to interfere with traffic, convenience to public or other Contractors on the site or in the vicinity. The Contractor shall be responsible for any damage caused to new or existing structures by reason of such storage or handling of materials, supplies, or equipment.

Flammable materials in portable containers are not to be stored overnight on the site. This includes, but is not limited to, gasoline and diesel fuel for use in construction machinery. Portable containers suitably protected, will be allowed overnight at the site, if confined to permanent tanks which are a normal part of the construction machinery.

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GS.3 QUALITY OF MATERIALS AND EQUIPMENT FURNISHED (Cont'd.)

Where the Contractor is required to do work within rights of way under the jurisdiction of governmental bodies, they shall meet the requirements of said governmental bodies for work and storage within their jurisdiction. Such requirements must be met as a minimum requirement, and if the specifications given herein impose further limitation on the work, they shall also be met as the required work standard.

The Contractor's attention is directed to the Ingham County Road Department permit specifications, Section 5. Restoration and Maintenance of Right-Of-Way (e.), for dust control requirements.

GS.4 CARE OF EXISTING STRUCTURES

The Contractor shall be solely responsible for any damage to any existing underground services or structures, or to structures and roadway above ground caused by their operations or those of their subcontractors and suppliers.

GS.5 CARE OF NEW STRUCTURES

The Contractor shall use every reasonable precaution to prevent injury to the new structures being constructed hereunder. They shall be responsible to correct all injury or damage resulting from their operations and/or occurring while the work is under their supervisory control. They shall furnish and install such guards, coverings and other protection as may be needed to ensure that the structures remain undamaged prior to completion of the entire work.

In the event damage does occur to the finished portions of the work, or to the work in progress, the Contractor shall take such corrective action and measures as may be necessary to repair the damage to the satisfaction of the Engineer.

GS.6 EXISTING PUBLIC UTILITIES

Existing public utilities and underground structures such as pipelines, electric conduits and sewers are shown on the drawings from available information. The Contractor shall, through Miss Dig and any other reasonable measures, verify the exact location of underground utilities for themselves.

The Contractor shall conduct their operations so as not to damage any existing utility whether or not shown on the plans. The Contractor shall correct, at their own expense, any damage or injury that may be caused by them during their operations or damage or injury caused during the operations of their subcontractors or suppliers.

The Contractor shall be responsible for coordinating relocation or repair of existing public and private utilities with the appropriate utility or owner. No extra payment will be allowed for repairs.

If the Contractor desires, or is required by the utility companies, to relocate any power or telephone poles to facilitate their work, any expense encountered from such relocation shall be borne by the Contractor.

GS.7 PROTECTION OF TREES AND SHRUBS

All trees and shrubs encountered along the route of the project shall be protected from damage by the Contractor and saved from harm resulting from any of their operations or operations of their subcontractors and suppliers. Only those trees and shrubs marked for removal on the plans shall be removed. All others will be saved from damage by tunneling or by slightly adjusting the alignment of the project as directed by the Engineer.

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GS.8 SAFETY PRECAUTIONS

During the progress of the work, the Contractor shall maintain adequate facilities for the protection and safety of all persons and property. The Contractor and all their subcontractors and suppliers shall comply with the "Construction Safety and Health Standards" as published by the Michigan Occupational Safety and Health Administration, and to all other local, state and federal laws, ordinances, rules and regulations pertaining to safety of persons or property.

GS.9 SANITARY REQUIREMENTS

The Contractor shall provide adequate sanitary facilities for all persons employed on this Project. The sanitary facilities shall conform in every way to the requirements of the "Construction Health and Safety Standards" as published by the Construction Safety Standards Commission of the State of Michigan.

GS.10 UTILITIES

The Contractor shall make all necessary arrangements for the provision of all utility services required to prosecute the work under this Contract. The Contractor shall pay the costs for such connections and service. Where the Owner has utility service at the site, the Contractor may obtain service by connection to the Owner's service, subject to reasonable regulation of its use and satisfactory agreement as to charges. In the event that the Contractor's use of any or all of the Owner's utility services causes the Owner to have an inadequate supply of such service, the Contractor shall disconnect said service and provide their own separate supply at no cost to the Owner.

All utility services shall be inspected by and meet the requirements of the applicable local codes and governmental bodies.

GS.11 PUMPING AND DRAINAGE

Adequate pumping and drainage facilities shall be provided and water from whatever sources entering the work during any stage of construction shall be removed promptly and disposed of. All pumping and drainage shall be done with no damage to property or structures and without interference with the right of the public, owners of private property, pedestrians, vehicular traffic, or the work of other contractors. Dewatering shall be done in such a manner that the soil under or adjacent to existing structures shall not be disturbed, removed or displaced.

The overloading or obstructing of existing drainage facilities shall not be permitted, and the Contractor shall be solely responsible for damages caused to such existing drainage facilities by their operations. Additionally, sufficient measures shall be utilized to prevent migration of soil from the site due to any pumping or drainage activities.

GS.12 WINTER CONSTRUCTION

The Engineer has authority over approving the prosecution of work which is proposed to be done during the winter months. The Contractor shall provide adequate weather protection, temporary heating and take any other measures which are necessary to ensure that work performed during the winter months is properly installed and protected against damage from freezing.

Reference is made in Division 4 of the Technical Specifications to the requirements for performing concrete construction and masonry construction in cold weather.

GS.13 USE OF FACILITIES BEFORE FINAL COMPLETION

The Owner shall have the right to make use of, during construction, such portions of completed and acceptably tested facilities as it finds practicable. Such use by the Owner shall not relieve the Contractor from responsibility for any defective work which may be subsequently discovered.

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GS.14 TEST OF MATERIALS

All laboratory tests, except as otherwise noted, are to be made at the expense of the Contractor as specified in the Technical Specifications. The Contractor shall furnish satisfactory containers for taking and shipping samples. The name of the laboratory making the test must be submitted by the Contractor to the Engineer for approval.

In all cases "laboratory" refers to an independent laboratory of recognized standing. Acceptance of materials tested shall be based upon compliance with the specifications hereinafter stated for the various items. Where no particular tests are specified, the tests shall be those normally made for determination of the fitness of the particular material. Certificates of tests shall be furnished by the testing laboratory or producer, in triplicate, to the Engineer.

The Owner may require, at its own option and expense, additional mill and/or shop inspection by competent parties. The Owner may require, at its own option and expense, additional field inspection by a qualified inspector.

All materials failing to meet the requirements of the specifications, as determined by test or otherwise, shall be rejected and not used in the work. The cost of testing materials which fail to meet requirements shall be paid by the Contractor. All follow-up testing required shall also be paid by the Contractor. Materials, if rejected at the site, shall be immediately removed therefrom and shall not be used in the work.

GS.15 OTHER WORK

The Contractor shall cooperate with other Contractors on the site or adjoining work to the end that the entire Project may proceed with the utmost harmony and with a minimum of delay.

Where the work under this Contract is to involve work completed under other contracts or existing facilities or structures, the Contractor shall investigate the condition of such other work or facility to determine its suitability for incorporation into the work of this Contract. Any defect or discrepancy in other work of facility making it unsuitable for proper execution of this Contract shall be immediately reported to the Owner who shall order such adjustments in the work of the project as necessary for proper completion, and unless such defect or discrepancy is reported promptly, the Contractor shall be solely responsible for any adjustments in the work as shall be found necessary to properly complete the work on this project.

GS.16 LINES AND GRADES

General control lines and grades will be established by the Owner. The Contractor shall notify the Engineer no less than 48 hours prior to requiring such control. The Contractor shall furnish all stakes and labor for driving them and rodmen to assist the Owner in this work. The Contractor shall carefully preserve the general control lines and grades established by the Engineer. The cost of replacement of stakes which are damaged or lost shall be borne by the Contractor.

Construction lines and grade shall be transferred and set by the Contractor from the control lines and grades established by the Engineer, and the Contractor shall furnish necessary instruments and competent personnel for performing such work, and they shall be responsible for the accuracy of the transferred line and grade. The Owner will check the work at intervals, as it deems necessary, and the Contractor shall make correction of error, if any, at their own expense, as may be required for the proper function and performance of the structure and installed equipment.

GS.17 COMPLETE WORK REQUIRED

It is the intent of the Contract documents to provide that the Project to be constructed under this Contract will be complete and ready for use. Any minor items not specifically called for on the plans or specifications, but which are clearly necessary, are to be included.

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GS.18 PROPERTY MARKERS

The Contractor shall take precautions not to move or destroy any monuments or stakes marking the boundaries of property along or near the work. A licensed surveyor shall reestablish property irons in the proper location if disturbed. Buried property irons shall be extended 1/2" diameter rods. The Contractor shall pay for reestablishment.

GS.19 RECORDS AND MEASUREMENTS

The Contractor shall keep careful records showing measured overall length of underground facilities installed and distances of such from any available line as may be designated by the Engineer. Such records shall be turned over to the Engineer as the work progresses and the records must be accurate and complete.

GS.20 GUARANTEE

The Contractor shall guarantee and shall secure from the manufacturer of each item of manufactured equipment used in the project a written guarantee that all materials and equipment furnished by them shall be first class and free from defects, and the guarantor agrees that they will, upon notice and without delay, make good or repair without expense to the Owner the whole or any part of the equipment furnished by them hereunder, which within a year from date of acceptance of that portion of completed work incorporating such equipment shall fail or develop unfitness for the purpose for which it is intended as a result of any defect in design, material, workmanship, erection or construction.

EARTHWORK (DIVISION 1)

MERIDIAN TOWNSHIP TECHNICAL SPECIFICATIONS
DIVISION 1

EARTHWORK

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8. RESTORATION & CLEAN UP

1.01 SCOPE

The Contractor shall furnish all labor, materials, tools and equipment for all excavation and backfilling required for work under this contract, including all sheeting, shoring and bracing, dewatering of excavation, and other work as herein specified. All work shall be done in accordance with the current Michigan Department of Transportation Standard Specifications for Construction, except as stated within this specification.

1.02 CONSTRUCTION METHODS

1. Clearing the Site

The Contractor shall clear the site of all brush and debris which may be present and interfering with construction operations and shall remove and dispose of the same. No trees or shrubs are to be removed unless shown on the plans or permitted by the Engineer. Concrete, asphalt, trees, and shrubs shown on the plans to be removed shall be disposed of at a suitable location off the site of the work.

2. Protection of Trees

All trees which are to be preserved or which, in the opinion of the Engineer, might be subject to damage by the Contractor's operations, shall be adequately protected against damage to the bark by 2-inch thick vertical planking securely wired or tied completely around the tree trunk. Such protection shall not be removed until authorized by the Engineer.

No excavation greater than 1 foot in depth shall be made by machine within 5 feet of any tree. If the excavation cuts within the canopy (dripline) of a tree, the Contractor shall tunnel under roots and protect them from injury throughout the work. All roots greater than 2" shall be cleanly cut, if removed.

Trees which interfere with the work, and the removal of which is permitted, shall be removed by the Contractor in a safe manner and incidental to construction unless otherwise noted on plans and proposal. No trees are to be removed without the expressed approval of the governmental body or property owner having jurisdiction thereof, and of the Engineer.

Trees, trunks, and limbs to be removed that are greater than six inches in diameter shall be trimmed and cut into lengths less than eight feet and piled outside of the right of way for use if the abutting property owner so desires. If the property owner does not desire the timber, the timber becomes the property of the Contractor. All other timber, brush, limbs, and stumps shall be disposed of by the Contractor. Onsite burning will not be allowed.

EARTHWORK (DIVISION 1)

1.02 **CONSTRUCTION METHODS** (Cont'd.)

3. **Erosion Control**

Erosion Control devices shall be installed as shown on the plans and as needed to eliminate the migration of soil from the worksite. Typical devices include catch basin fabric drops (silt sacks) and silt fence. Additional requirements, as necessary, can be found in the Special Provisions.

Fabric drops shall be designed and constructed for use in the specified structure. Drops shall be installed prior to construction, cleaned and maintained in a working state for the duration of the project, and removed and disposed of upon final completion and restoration of the construction site.

Silt fence shall be a product in accordance with the MDOT 2012 SSC, Section 910.

Grass shall be growing before the erosion control measures are removed. Retainage will not be released until all erosion control measures are removed.

4. **Excavation**

A. General

Trench excavation shall be by open cut, except as otherwise shown or permitted. Excavation may be performed by any practical method consistent with the integrity and protection of the work, adjoining structures, and the protection of workers and the public.

Excavation of trenches for piping shall provide a minimum net clearance of six inches outside the barrel of the pipe and, in all cases, shall be of sufficient width to permit the convenient placing of pipe and making of joints. The bottom of the trench shall be shaped so as to conform as nearly as possible to the outside of the pipe, particular care being taken to recess the bottom of the trench in such a manner as to relieve the bell of all load and to provide continuous soil bedding under the lower quadrant of the pipe.

Excavation for structures shall be extended sufficiently beyond the limits of the structure to provide ample room for practical construction methods to be followed.

If excess excavation is made or the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be refilled with selected material. It shall be thoroughly tamped into place in not more than six inch layers, to the satisfaction of the Engineer, before the construction work proceeds. Alternatively it may be filled with Class B Concrete or Flowable Fill.

Foreign materials such as slabs of wood, boulders, etc. which obstruct the excavation, shall be removed with other excavation; and where such obstructions occur at or near the bottom, requiring excavation below grade for their removal, the excavated area shall be brought back to grade as in the previous paragraph, and incidental to construction. Unnecessary excavation below grade by the Contractor shall be refilled to grade as in previous paragraph, and at the Contractor's expense.

B. Existing Utilities and Structures

The Contractor shall cooperate with all utility firms, in advance, to locate and avoid interference with and damage to existing facilities, insofar as possible. Means for elimination of interference and correction of damage shall be subject to the instruction or approval of the Engineer. Where any apparent conflicts with underground utilities become evident, the Contractor shall excavate the utility in advance of working in the area. The Engineer shall then determine if any conflict exists and, if so, shall determine the action to be taken. Exploration for underground utilities is incidental to the other work performed.

Underground pipes or structures encountered in excavation shall be adequately supported during the Contractor's operations. Before backfilling, the structure shall receive a permanent support of a suitable material approved by the Engineer, extending from the bottom of the excavation to the underside of the pipe or other structure.

EARTHWORK (DIVISION 1)

1.02 **CONSTRUCTION METHODS**

4. **Excavation**

B. Existing Utilities and Structures (Cont'd.)

The Contractor shall use care not to damage adjoining structures and existing underground utilities. Existing underground pipes and cables are shown on the plans insofar as information is reasonably available. The Contractor shall be responsible to ascertain the locations of all utilities, whether shown on the plans or not.

Work within MDOT and Ingham County Road Department (ICRD) rights of way is done under separate permit from the agency involved. In addition, to these specifications, the Contractor shall adhere to all conditions contained in such permits.

When excavating along paved roads, extreme care shall be taken that the existing pavement and structures will not be damaged or undermined. All sheeting, bracing, and other equipment necessary to prevent damage shall be furnished by the Contractor. Where a trench must be cut through a roadway or driveway, particular care shall be taken not to unnecessarily damage adjoining areas of pavement. Existing pavement shall be sawcut prior to excavation.

Sheeting or other suitable protection, as required, shall be provided wherever excavation is performed adjacent to an existing structure. Any material removed from beneath the foundation of an existing structure shall be replaced with Class B concrete. Sheeting, bracing, and shoring required to support the sides of excavation shall be removed with care after completion of the work. Any injury to the work or to adjacent property resulting from the removal shall be repaired by the Contractor.

The Contractor shall be responsible for any damage caused by their operations to pipes, structures, poles and accessories, and the like above or below ground, whether shown on the plans or not. They shall make good and repair any such damage to the satisfaction of the Engineer. Particular care shall be exercised where excavation or other work is being prosecuted near electric or telephone lines.

C. Ground Water

Excavations shall be kept dry during placing of pipe and initial backfill. The Contractor shall supply stone sumps and pumps as necessary to maintain satisfactory conditions. This work is considered incidental to the pipe cost.

The Contractor shall take all necessary precautions to prevent the accumulation of water to such a level as might cause damaging uplift pressure to partially completed structures. The Contractor shall be responsible for any damage to partially completed structures because of inadequate or improper protection from uplift pressure, and shall repair or remove and replace at their own expense, to the satisfaction of the Engineer, all work so damaged.

D. Dewatering

The Engineer may direct the installation of a dewatering system if they deem it necessary to lower the adjacent water table. This is a pay item which includes all costs to furnish and operate the system, including down-time and remobilization. Only use this method when normal methods, outlined in above paragraph (4C), prove to be insufficient.

5. **Backfilling and Rough Grading**

A. Bedding and Initial Backfill

The backfilling and bedding of utilities shall not incorporate frozen materials. Trench backfill shall be carefully placed such that pipeline and grade are not disturbed. Bedding and initial backfill shall be as specified for ductile iron, plastic, and concrete pipe in Division 2 and for ductile iron pipe in Division 3 of the Technical Specifications.

EARTHWORK (DIVISION 1)

1.02 **CONSTRUCTION METHODS**

5. **Backfilling and Rough Grading** (Cont'd.)

B. Final Backfill Outside Right of Way

The remainder of the trench, if not in a roadway, may be backfilled with excavated material unless it contains peat, muck, cinders, stones larger than 6" in diameter, or other undesirable material as determined by the Engineer. This undesirable material shall, upon written order of the Engineer, be removed and replaced with Extra Sand Backfill or material approved by the Engineer.

In a field, above a point 12-inches over the pipe, water main trenches may be backfilled completely with loose material and compacted from the top of the trench. Sewer trenches shall be backfilled and compacted in layers of 3'. In lawn areas the layers in each case shall not exceed 12".

Excavated material, above a point 12-inches over the top of the pipe, shall be compacted by running the wheel or track of excavation equipment along the trench or by methods and equipment approved by the Engineer. At least 30" cover over the top of pipe is required for wheeled or tracked vehicles and 48" cover for machine mounted compactors. Temporary mounding of excess material over the trench will be allowed only until such time as lawn repairs are completed.

C. Backfill within Roadway Zone of Influence

Where excavation cuts through a road, drive, or sidewalk, or is in the zone of influence of a pavement, the trench shall be backfilled with granular material and compacted in accordance with MDOT or ICRD specifications, whichever is applicable. Road crossings are incidental to pipe installation. Longitudinal trenches will be paid as the bid item Extra Sand Backfill, unless otherwise specified.

D. Rough Grading

At the end of each working day, all excavations shall be completely backfilled up to existing grade with all excess excavated material being removed from the site. The excavation at the point where pipe installation is to start on the next working day need not be backfilled if it is greater than 6 feet deep, adequately protected, fenced, and lighted. However, in all cases, roadways and driveways should be made accessible overnight.

Excessive soil settlement and any resulting damage which occurs within one year of final approval shall be repaired by the Contractor at no cost to the owner.

6. **Extra Sand Backfill**

When the Engineer deems the native backfill material above the pipe to be unsuitable (such as rocks, peat or landfill outside the right of way or clay within the right of way) they may order extra sand backfill.

The unsuitable material shall be removed from the site and replaced with an approved granular material. This granular material shall be compacted as previously specified for excavated material.

Sand used under paved driveways, for road crossings, for pavement sub-base or for pipe bedding and backfill to a point 12" over the pipe is considered incidental to the project and does not qualify as Extra Sand Backfill, unless it is the result of a plan change.

7. **Extra Stone Bedding**

This item is used, as directed by the Engineer, to replace any unsuitable earth foundation, (such as muck, landfill or rubble), below the pipe bedding or trench bottom. The unsuitable material shall be removed from the site and replaced with one-inch crushed stone.

Stone used for dewatering purposes and for pipe bedding and backfill is considered incidental to the project and does not qualify as Extra Stone Bedding.

EARTHWORK (DIVISION 1)

1.02 CONSTRUCTION METHODS (Cont'd.)

8. Restoration & Clean-Up

As construction operations proceed, the Contractor shall follow their operations with a general clean-up which shall include rough grading, removal of debris, temporary replacement of mailboxes, temporary restoration of driveways, etc. The general clean-up shall follow construction such that no more than 1000 feet shall remain uncompleted at any time. Access to individual homes and parcels shall remain uninterrupted during construction operations with all driveways temporarily restored to use at the end of each working day. Temporary driveways and roads shall be maintained by the Contractor during the period of construction.

After all construction has been completed, the Contractor shall finish, grade and rake all areas disturbed by construction. Topsoil shall then be spread on the prepared areas to a depth of 3-inches. All stones and lumps larger than 1-inch diameter plus all roots, litter and other foreign material shall be raked out prior to seeding or sodding.

Lawn areas and vacant land shall be repaired with seeding, fertilizer and mulch. 12-12-12 fertilizer shall be evenly applied at a rate of 200 lbs./acre. Seed shall be MDOT "THM" mixture and shall be sown following or in conjunction with the fertilizer and while topsoil is in a friable condition. Seed shall be evenly sown at a rate of 220 pounds per acre and shall not be sown through mulch. Mulch blankets shall be installed immediately after seeding and shall be pinned in place, unless otherwise specified.

If called for, lawn areas shall be repaired with first-quality commercial lawn sod. The existing sod in the excavated areas shall be cut, trimmed and removed as necessary to accept a minimum 12-inch width of new sod without overlapping new sod onto the existing or without leaving gaps between the new sod and existing. Watering of new sod shall be the responsibility of individual property owners.

Driveways and approaches shall be repaired with material of the same quality, width and thickness as that which existed prior to construction, but shall not be less than the following:

- i. Concrete shall be 6-sack, transit-mixed; formed, jointed and finished to match existing. Slabs less than 24-inches wide shall be removed and replaced with new concrete – see Division 4 of the Technical Specifications for additional requirements.
- ii. Asphalt shall be MDOT HMA 13A, three inches compacted thickness and rolled to a uniform, dense surface. Prior to placing of new asphalt, the existing asphalt shall be trimmed with a concrete saw to straight edges which are parallel with the adjoining roadway. Overlays shall be preceded by an asphalt primer. Thicknesses greater than two inches shall be placed in two layers that have cooled between courses.

It is the intent that upon completion of the work all surfaces will be returned to the standard of profile and conditions that existed prior to this work. All gravel, top soil, seeding, sodding, surface restoration, paving, etc., shall be performed under this contract. Surface restoration shall include replacement of mailboxes, posts, fences, signs, culverts, ditches and other miscellaneous improvements. No deviations from existing conditions will be allowed without the written permission of both the Engineer and the affected property owner.

**MERIDIAN TOWNSHIP TECHNICAL SPECIFICATIONS
DIVISION 7**

PAY ITEMS, METHOD OF MEASUREMENT & BASIS OF PAYMENT

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PAY ITEMS (DIVISION 7)

7.01 SCOPE

It is intended that payment for all work done under the Contract Documents including the furnishing of all labor, equipment and materials and the performing of all operations in connection with the construction of the project, will be made under the following pay items. Other work for which there is not a specific pay item will be considered included in the Contract Unit Price for the various specified pay items and no additional compensation will be allowed.

The Owner reserves the right to alter the plans, extend or shorten the improvement and increase or decrease the quantities of work to be performed to accord with such changes, including the deduction or cancellation of any one or more of the Pay Items. Such changes shall not be considered as a waiver of any conditions of the Contract nor to invalidate any of the provisions thereof. A supplemental agreement between the Contractor and the Owner will be required when such changes involve a net increase or decrease in the total amount of the original contract of more than 25 percent. For a net increase or decrease of less than 25 percent, the Contractor will accept payment according to contract prices for such items of work as appear in the original contract.

The work will be done in compliance with the Contract Documents and paid for under the Pay Items or Contract Items herein listed. The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, and the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Contract.

7.02 SPECIFIC PAY ITEMS

1-19 GENERAL

1. Traffic Control

- A. Description: The Contract Unit Price on this item includes labor, equipment, and material necessary to complete traffic control for this project in accordance with the Michigan Manual of Uniform Traffic Control Devices and, as applicable, Michigan Department of Transportation (MDOT) or Ingham County Road Department (ICRD) requirements.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price on the following basis: after first use of traffic control measures, 25% will be paid; once 50% of the original contract price is completed, 50% will be paid; once 75% of the original contract price is completed, 75% will be paid; once the contract work is complete, 100% will be paid.

2. Road Repair

- A. Description: The Contract Unit Price on this item includes restoration of all public roads to at least their conditions as existed prior to the start of construction. Specific examples are furnishing and placing of subbase, gravel or asphalt base and gravel, asphalt or concrete surface plus all other miscellaneous work associated with the complete restoration of all public roads including shoulders. All work shall be done in accordance with the plans and specifications.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price when all public roads have been restored to their original condition.

PAY ITEMS (DIVISION 7)

7.02 SPECIFIC PAY ITEMS

1-19 GENERAL (Cont'd.)

3. Extra Sand Backfill [Ref. Sec. 1.02 (E)]

- A. Description: When the Engineer deems the native backfill material above the pipe to be unsuitable (such as rocks, peat or landfill outside the right of way and clay within the right of way) the Engineer may order extra sand backfill. It includes the excavation and disposal of the unsuitable material. Fill material shall be Class II granular material and placed at the direction of and to the satisfaction of the Engineer.

Sand used under paved driveways, for pavement subbase at road crossings, or for pipe bedding and initial backfill is considered incidental to sewers or water main and will not be paid for under this item.

- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price for the total volume actually furnished and placed. Volume will be determined compacted-in-place (CIP) by measurements obtained at the site unless otherwise stated.

4. Extra Stone Bedding [Ref. Sec. 1.02 (F)]

- A. Description: The Contract Unit Price on this item includes the furnishing and placing of crushed stone bedding material to replace unsuitable subgrade material under the pipe. This work shall be done at the direction of, and to the satisfaction of, the Engineer.

Stone used for dewatering purposes or to stabilize water sand is considered incidental to sewers or water main and will not be paid for under this item.

- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price for the total volume actually furnished and placed. Volume will be determined in place by measurements obtained at the site unless otherwise stated.

5. Road and Railroad Crossing

- A. Description: The Contract Unit Price on this item includes all extra work over and above that described under Sewers, Site Restoration, and Road Repair herein. Specific work includes furnishing and installing the steel casing pipe (by methods other than open cut), placing crushed stone around the carrier pipe, sealing the casing ends plus all miscellaneous related work.

- B. Method of Measurement & Basis of Payment: This item will be paid for the Contract Unit Price after the work is completed. The lineal footage of pipe installed inside the casing will be paid for under the pay item sewer or water main in addition to this item.

6. Abandonment

- A. Description: The Contract Unit Price on this item includes everything necessary to abandon the structure or facility as described in the contract.

- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price per pile set for the actual number placed and incorporated into the finished work.

7. Dewatering [Ref. Sec. 1.02 (4.D)]

- A. Description: The Contract Unit Price on this item includes the furnishing, installation, operation and removal of all materials and equipment to lower the groundwater level adjacent to the construction area to expedite the excavation for and installation of the work.

PAY ITEMS (DIVISION 7)

7.02 SPECIFIC PAY ITEMS

1-19 GENERAL

7. Dewatering (Cont'd.) [Ref. Sec. 1.02 (4.D)]

- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price per lineal foot of excavation actually dewatered or as lump sum. Measurement will be along the centerline of the pipeline.

8. Special Structure

- A. Description: The Contract Unit Price on this item includes the furnishing and installation of labor and materials to complete the structure as shown on the plans, including excavation, backfilling, access openings and covers, floor drains and associated piping, pre-cast concrete sections, poured-in-place concrete, waterproofing, vent piping, removal of surplus excavated material and restoration of surface to within three inches of finished grade.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price for each special structure as actually installed.

9. Pavement Removal

- A. Description: The Contract Unit Price on this item includes all labor, equipment, and material necessary to remove and dispose of existing concrete or asphalt as marked in the field by the Engineer and as described herein. The Contractor shall **SAWCUT** the existing pavement to the full depth to ensure clean and proper removal. Any additional sawcutting, removal, and replacement necessitated by damage caused by the Contractor shall be incidental.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price as measured in the field.

10. Miscellaneous Items

- A. Description: This item includes the complete labor, equipment, and materials for constructing and/or placing in service a bid item not found elsewhere in this division.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price.

20-29 SANITARY

20. Sewer Mains

- A. Description: The Contract Unit Price on this item includes clearing the work site of all trees, brush, structures and other objects which interfere with the placement of the sewer under construction, all excavation, the furnishing and placing of sewer pipe complete including wyes or tees, bedding material, backfilling, removal of surplus excavated material, testing, concrete work, protection and replacement or repair of existing utilities, and restoration of the surface to within three inches of original grade or to bottom of pavement base course. All work shall be done in accordance with the plans and specifications.

20. Sewer Mains

- B. Method of Measurement & Basis of Payment: The length of sewers to be paid for at the Contract Unit Price will be determined by measurement along the centerline of the various diameters, classes and depths of pipe as actually furnished and installed. Diameters, classes and depths shall be as shown on the proposal. Measurements shall be from center to center of adjacent manholes with no deduction for manhole diameter. Depth shall be determined by measuring the distance from sewer invert to existing grade at each manhole plus at a point midway between manholes; the average of the three measurements shall be the average depth of the sewer.

PAY ITEMS (DIVISION 7)

7.02 SPECIFIC PAY ITEMS

20-29 SANITARY (Cont'd.)

21. Manholes

- A. Description: The Contract Unit Price on this item includes all excavation, the furnishing and placing of precast sections and cast iron frame and cover, concrete work, drop pipes, connection of existing and new pipes, backfilling, removal of surplus excavated material, and restoration of surface to within three inches of original grade. All work shall be in accordance with the plans and specifications.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price per manhole for the various depths as actually installed. The depth shall be determined by measuring the distance from sewer invert to top of casting.

22. Sewer Services

- A. Description: The Contract Unit Price on this item includes all the work and materials (excepting wyes and tees but including necessary bends) as described in sewer main above.
- B. Method of Measurement & Basis of Payment: The length of sewers to be paid for at the Contract Unit Price will be determined by measurement along the centerline of the pipe including risers as actually furnished and installed. Measurement shall be from end of tee or wye to end of service.

23. Bypass Pumping

- A. Description: The Contract Unit Price on this item includes everything necessary to provide bypass pumping sufficient to complete the contract work.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price.

30-39 WATER

30. Ductile Iron Water Mains

- A. Description: The Contract Unit Price on this item includes clearing the work site of all trees, brush, structures and other objects which interfere with the placement of the water main under construction, all excavation, the furnishing and placing of water main testing, concrete work, disinfecting, backfilling and the removal of surplus excavated material, protection and replacement or repair of existing utilities, and restoration of the surface to within three inches of original grade or to bottom of pavement base course. All work shall be done in accordance with the plans and/or specifications.
- B. Method of Measurement & Basis of Payment: The length of water mains will be paid for on a lineal foot basis for pipe measured along the centerline of the various diameters and classes of pipe actually furnished and installed. There will be no deductions for fitting lengths. Unit price includes all labor and materials and related work described above.

31. Water Main Fittings

- A. Description: The contract unit price includes the furnishing and installation of the fittings delineated in the proposal.
- B. Method of Measurement & Basis of Payment: Fittings will be paid for at the Contract Unit Price for each piece, complete with restraints, thrust block, and required appurtenances.

PAY ITEMS (DIVISION 7)

7.02 SPECIFIC PAY ITEMS

30-39 WATER (Cont'd.)

32. Water Valves and Boxes

- A. Description: The Contract Unit Price on this item includes the furnishing and installation of valves and valve boxes. All work shall be done in accordance with the Plans and/or Specifications and result in an operating valve.
- B. Method of Measurement & Basis of Payment: This work will be paid for at the Contract Unit Price per valve specified by size of valve on the proposal, which price includes all labor, materials, and related work as described above.

33. Fire Hydrants

- A. Description: The Contract Unit Price on this item will consist of furnishing and installing fire hydrants. It shall also include the furnishing and installation of the tee, auxiliary valve, valve box, connecting piping, thrust block, drainage pit, and miscellaneous appurtenances. All work shall be done in accordance with the plans and/or specifications and result in an operating hydrant.
- B. Method of Measurement & Basis of Payment: Fire hydrants will be paid for at the Contract Unit Price per complete Fire Hydrant assembly, which payment includes the furnishing and placing of all materials, the labor, and all related work necessary to complete the work as described above.

34. Live Tap

- A. Description: The Contract Unit Price on this item will consist of furnishing and installing tapping sleeves and valves on existing mains without loss of pressure in the existing main. It shall also include the installation of a valve box and a thrust block. All work shall be done in accordance with the plans and/or specifications.
- B. Method of Measurement & Basis of Payment: This work will be paid for at the Contract Unit Price per live tap as specified on the proposal, which price includes all labor, materials, and related work as described above.

35. Water Services

- A. Description: The Contract Unit Price on this item includes the furnishing and installation of corporation stops, curb stops, curb boxes and service pipe in accordance with the plans and or specifications. Work includes all excavation, backfill, furnishing and replacement of sand backfill, tapping of main, and removal of surplus excavated material. Long side service leads includes crossing of roads. Short side service leads are those which do not cross roads.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price for each service lead completely installed.

40-49 PAVEMENT

40. Concrete Sidewalk

- A. Description: The Contract Unit Price on this item includes furnishing all labor, equipment, and materials required in connection with forming, placing, and curing of the concrete sidewalk to the lines and grade shown on the plans or as directed. All work shall be done in accordance with the plans and specifications.

PAY ITEMS (DIVISION 7)

7.02 SPECIFIC PAY ITEMS

40-49 PAVEMENT

40. Concrete Sidewalk (Cont'd.)

- B. Method of Measurement: Concrete sidewalk will be measured and paid for in square feet, determined by multiplying the actual length as measured along the centerline of the surface of the pathway, by the actual width. The area of fillets and odd shaped sidewalk will be computed separately. Deductions will be made for structures, crossroads, sidewalk ramps, and other discontinuities in the sidewalk. Sidewalk ramps and other appurtenances included in the contract as pay items will be paid for separately.

41. Sidewalk Ramps

- A. Description: Sidewalk Ramps consist of several different pay items, the combination of which include all labor, equipment, and material necessary to construct an ADA compliant curb ramp, in accordance with MDOT Special Detail R-28. The ramp pay items are depicted below in **7.04 RAMP PAY ITEMS**. All work shall be done in accordance with the plans and specifications.
- B. Method of Measurement & Basis of Payment: The ramp components will be measured and paid for at each Contract Unit Price.

42. Bituminous Construction

- A. Description: The Contract Unit Price on this item includes all labor, equipment, and material necessary for the construction of a bituminous surface, on a prepared foundation, at the specified application rate. If the bituminous mixture is not specified, the type used shall meet the approval of the Engineer. Construction methods shall conform to the latest edition of the MDOT Standard Specifications for Construction (SSC). All work shall be done in accordance with the plans and specifications.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price as verified at the site through load tickets from the supplier or by field measurements.

43. Embankment

- A. Description: The Contract Unit Price on this item includes all labor, equipment, and materials required in connection with delivery and placement of granular embankment material. Embankment includes areas requiring fill as called for on the plans and the 3" of base for concrete sidewalk. All work shall be done in accordance with the plans and specifications. Granular material as noted shall mean Class II material per the MDOT 2012 SSC, Section 902.
- B. Method of Measurement & Basis of Payment: Embankment material shall be as measured in the vehicle transporting the material to the site. Load tickets from the supplier are required to verify the delivered amount.

44. Aggregate Base or Surface Course

- A. Description: The Contract Unit Price for this item includes all labor, equipment, and materials required in connection with the delivery and placement of the material. This work includes the required shaping, grading, and compacting of the material for the foundation of the asphalt ramps and driveway approaches.

The material shall be 21AA or 22A aggregate per the MDOT 2012 SSC, Section 902, unless otherwise specified. All work shall be done in accordance with the plans and specifications.

- B. Method of Measurement & Basis of Payment: Aggregate Surface Course shall be as measured in the vehicle transporting the material to the site. Load tickets from the supplier are required to verify the delivered amount.

PAY ITEMS (DIVISION 7)

7.02 SPECIFIC PAY ITEMS

40-49 PAVEMENT (Cont'd.)

45. Curb and Gutter

- A. Description: The Contract Unit Price on this item includes furnishing all labor, equipment, and materials required for forming, placing, and curing of the concrete curb and gutter to the line and grade as shown on the plans, including excavation, backfill, reinforcing steel, removal of existing curb and gutter, and all joints and joint materials. All work shall be done in accordance with the plans and specifications.
- B. Method of Measurement & Basis of Payment: The length of curb and gutter to be paid for at the Contract Unit Price will be determined by measurement along the face of the curb as actually installed, with no deductions in length for catch basins, inlet castings or gutters through concrete driveway openings.

46. Subgrade Preparation

- A. Description: The work of subgrade preparation includes furnishing all labor, equipment, and material necessary for clearing and grubbing, including all tree and bush removal, tree trimming, topsoil stripping, grading to shape the earth to develop the typical cross section shown on the plans, and any additional excavation required to construct the pavement to the grade shown on the plans.
- B. Method of Measurement & Basis of Payment: This item will be paid on a basis of lineal feet of pathway for work completed according to the specifications.

50-59 LANDSCAPE

50. Retaining Wall

- A. Description: The Contract Unit Price for this item includes all labor, equipment, and materials required in connection with the construction of a retaining wall, as shown on the plans. All work shall be done in accordance with the plans and specifications.
- B. Method of Measurement & Basis of Payment: Retaining walls will be measured by the square foot of the exposed face, above the pathway/sidewalk.

51. Fence

- A. Description: The Contract Unit Price for this item includes all labor, equipment, and materials required in connection with the construction of a fence, as shown on the plans. All work shall be done in accordance with the plans and specifications.
- B. Method of Measurement & Basis of Payment: The fence will be measured along the centerline of the fence, from centerline to centerline of the end posts.

52. Ditching

- A. Description: The Contract Unit Price on this item includes all excavation, and grading to develop the cross sections such that upon completion of site restoration the final grade shall be within plus or minus 0.1 foot of the required lines and grade. This item will also include clearing the work site of all trees, brush, structures and other objects which interfere with the performance of the work. All work shall be done in accordance with the plans and specifications. Final restoration will be paid for separately.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price when the required cross section has been obtained. Measurement will be made along the centerline of the ditch. Payment for any final trimming of the subgrade required prior to site restoration is included in this pay item.

PAY ITEMS (DIVISION 7)

7.02 SPECIFIC PAY ITEMS

50-59 LANDSCAPE (Cont'd.)

53. Erosion Control

- A. Description: The Contract Unit Price on these items includes all labor, equipment, and material necessary to install and maintain the specified erosion control device(s).
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price for each erosion control item used.

54. Site Restoration

- A. Description: The Contract Unit Price on this item includes restoration of the ground surface to at least its preconstruction state. Specific examples are final grading of the top three inches of ground surface, furnishing and installation of seed and mulch, driveway and parking area repair, culvert replacement, sidewalk repair, replacement of signs, mailboxes, and fences, plus all other miscellaneous work associated with the complete restoration of the project site. The slope between new sidewalks and a lawn shall not exceed 1:3. All work shall be done in accordance with the plans and specifications.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price when the complete project site has been restored to its original condition.

55. Drainage Pipe

- A. Description: The Contract Unit Price on these items includes all labor, equipment, and material necessary to install drainage pipe of the type and size specified, as shown on the plans.
- B. Method of Measurement & Basis of Payment: This item will be paid for at the Contract Unit Price for the length installed, as measured along the ground surface.

LAKE LANSING NATURAL SHORELINE DEMONSTRATION PROJECT 2022

SPECIAL PROVISIONS

These Special Provisions are in addition to the provisions in the General and Technical Specifications and supersede the other specifications in the event of a conflict.

GENERAL

SCOPE: Demonstrate shoreline restoration and protection by establishing natural shoreline involving construction of three (3) contiguous sections of bioengineered shoreline, each designed for different intensities of wave energy (low, medium, high). Each section will be approximately 46 linear feet totaling approximately 140 linear feet at Lake Lansing Park South on Lake Lansing.

The natural shoreline bioengineering practices will include the installation of 12-20-inch-diameter coir logs as wave breaks secured with hardwood stakes, aquatic plugs, a 15-foot-wide native landscape buffer, and riprap along designated areas.

Bidders must have at least one Certified Natural Shoreline Professional on staff, and the company must have a minimum of five years of experience on these projects. At least three references of other similar projects will be required.

MAINTENANCE BOND: A two (2) year Maintenance Bond will be required for this project. See page G-2 for these requirements.

Any work that is not covered under a specific pay item shall be incidental to the project.

PAY ITEMS

- 10a.** **TREE, INST** – This pay item includes all labor, equipment, and material necessary to install a tree for the specific energy zone as specified and shown on the plan. See plans for tree specifications.
- 44.** **GRAVEL BASE – HIGH ENERGY AREA** – This pay item includes all labor, equipment, and material necessary to install 3” – 6” of gravel as a filter layer as shown on the detail for the High Energy shoreline area. The gravel shall be as 6AA aggregate as defined in the MDOT 2020 Standard Specifications for Construction (SSC), Section 902.
- 46.** **SITE CLEARING & GRADING** – This pay item includes all labor, equipment, and material necessary to grade for the proposed demonstration areas as shown on the plans. This item includes removal of all existing vegetated areas, including grass, shrubs, topsoil, gravel, and any other material or debris necessary to establish the required aquatic zones, and landscape buffers, and to establish specified slopes as shown on the plans.
- 53a.** **SILT FENCE** – This pay item includes all labor, equipment, and material necessary to install and maintain silt fence in accordance with Section 208 of the MDOT 2012 SSC, and as shown on the plans. Final retainage will not be released until all SESC measures have successfully been removed.
- 53b.** **GRAVEL MAINTENANCE DRIVE** – This pay item includes all labor, equipment, and material necessary to install a gravel drive as specified and shown on the plan, except that sediment sumps and culvert will not be required for this project.
- 53c.** **EROSION CONTROL BLANKET** – This pay item includes all labor, equipment, and material necessary to install soil erosion control blankets as specified and shown on the plans.
- 53d.** **TURBIDITY CURTAIN (3’ – 5’ DEEP)** – This pay item includes all labor, equipment, and material necessary to install and maintain a turbidity curtain as specified in the MDOT SESC Manual and as shown on the plans. The turbidity curtain shall be placed at 10’ to 15’ feet from the disturbed shoreline.
- 53e.** **12”-18” FIELD STONE - MODERATE ENERGY AREA** – This pay item includes all labor, equipment, and material necessary to install 12-18” field stone as specified and shown on the plans.

- 53f. **12"-18" FIELD STONE RIP RAP - HIGH ENERGY AREA** – This pay item includes all labor, equipment, and material necessary to install 12"-18" field stone rip rap as specified and shown on the plans.
- 54a. **SITE RESTORATION** – This pay item includes all labor, equipment, and material necessary to restore disturbed grass areas located beyond the demonstration areas, in accordance with the MDOT 2020 SSC, Section 816, and as described herein. The disturbed areas shall be restored to grade with three (3) inches of screened topsoil, using only hydroseeding or hand-seeding with fertilizer, loose mulch, and a spray-applied tackifier.
- 54b. **AQUATICS, PLUGS, AND LIVE STAKES** – This pay item includes all labor, equipment, and material necessary to install aquatics, plugs, and live stakes as specified and shown on the plans.
- 54c. **HABITAT STRUCTURE** – This pay item includes all labor, equipment, and material necessary to install habitat structure as specified and shown on the plans.
- 54d. **COIR LOG INSTALLATION** – This pay item includes all labor, equipment, and material necessary to install coir logs as specified and shown on the plans.
- 54e. **TOPSOIL** – This pay item includes all labor, equipment, and material necessary to install screened soil within the demonstration areas, in accordance with the MDOT 2020 SSC, Section 816. The topsoil shall meet the requirements specified in Section 917.06 of MDOT 2020 SSC. New topsoil to be used at the direction of the Engineer, where salvaged topsoil is insufficient.



NOTICE OF AUTHORIZATION

Permit Number: WRP035034 v. 1
Site Name: 33-1621 Pike St-Haslett,
(Lake Lansing Natural Shoreline Restoration)

Date Issued: September 30, 2022
Expiration Date: September 30, 2027

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 301, Inland Lakes and Streams.

Authorized activity:

Construct three (3) contiguous sections of bioengineered shoreline each designed for different intensities of wave energy (low, medium, high). Each section will be approximately 46 linear feet totaling approximately 140 linear feet. Constructed shoreline shall follow the existing shoreline contour.

Stabilize and restore approximately 140 linear feet of shoreline at Lake Lansing Park South on Lake Lansing using natural shoreline bioengineering practices as follows:
For the low energy zone - Install 12–20-inch-diameter coir logs as wave breaks secured with hardwood stakes, aquatic plugs, and a 15-foot-wide native landscape buffer along 46 linear feet of shoreline.
For the moderate energy zone - Install 12–20-inch diameter coir logs secured with hardwood stakes, and a 15-foot-wide native landscape buffer along 46 linear feet of shoreline.
For the high energy zone - Install 12–20-inch diameter coir logs with native plant plugs incorporated and a 15-foot-wide native landscape buffer along 46 linear feet of shoreline. Place approximately 20 cubic yards of riprap along 46 linear feet of shoreline along the waterward toe of the coir log.

Constructed shoreline shall follow the existing shoreline contour.

To be conducted at property located in: Ingham County, Waterbody: Lake Lansing
Section 10, Town 04N, Range 01W, Meridian Township

Permittee:
Meridian Township
1811 4 Mile Rd NE
Grand Rapids, MI 49525

Matthew Rogers
Lansing District Office
Water Resources Division
517-388-6869

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

EGLE-WRD
WRP035034 v1.0
Approved
Issued On:09/30/2022
Expires On:09/30/2027



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

Issued To:

Meridian Township
Attention: Younes Ishraidi
1811 4 Mile Road NE
Grand Rapids, Michigan 49525

Permit No: WRP035034 v.1
Submission No.: HPJ-MEQ4-7D7ZA
Site Name: 33-1621 Pike St-Haslett (Lake Lansing Natural Shoreline Restoration)
Issued: September 30, 2022
Revised:
Expires: September 30, 2027

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:

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

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:

Construct three (3) contiguous sections of bioengineered shoreline each designed for different intensities of wave energy (low, medium, high). Each section will be approximately 46-linear-feet totaling approximately 140-linear-feet. Constructed shoreline shall follow the existing shoreline contour.

Stabilize and restore approximately 140-linear-feet of shoreline at Lake Lansing Park South on Lake Lansing using natural shoreline bioengineering practices as follows:

EGLE-WRD
WRP035034 v1.0
Approved
Issued On:09/30/2022
Expires On:09/30/2027

- For the low energy zone - Install 12–20-inch diameter coir logs as wave breaks secured with hardwood stakes, aquatic plugs, and a 15-foot-wide native landscape buffer along 46-linear-feet of shoreline.
- For the moderate energy zone - Install 12–20-inch diameter coir logs secured with hardwood stakes, and a 15-foot-wide native landscape buffer along 46 linear feet of shoreline.
- For the high energy zone - Install 12–20-inch diameter coir logs with native plant plugs incorporated and a 15-foot-wide native landscape buffer along 46-linear feet of shoreline. Place approximately 20 cubic yards of riprap along 46 linear feet of shoreline along the waterward toe of the coir log.

Constructed shoreline shall follow the existing shoreline contour.

All work shall be completed in accordance with the attached plans and the specifications of this permit.

Waterbody Affected: Lake Lansing
 Property Location: Ingham County, Meridian Township, Town/Range/Section 04N01W10

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, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
 - 1. Prior to commencing installation of the shore protection structure, the entire waterward perimeter of project site shall be isolated with a turbidity curtain to prevent movement of suspended sediments. The turbidity curtain shall be installed to extend from the bed of the waterbody to a point above the existing water's surface. The turbidity curtain shall be maintained for the duration of the project and shall be left in place after completion until all disturbed sediments have settled.
 - 2. All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or

wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity, and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.

3. All natural and engineered stabilization materials shall be firmly staked and otherwise secured using biodegradable materials to prevent movement due to wind, waves, high water, or ice.
4. Vegetation, including plantings and other potentially viable material such as live stakes, brush bundles, or other gathered woody material, shall be comprised only of plant species native to Michigan according to the Floristic Quality Assessment for the State of Michigan and appropriate to the site.
5. Engineered plant material such as jute and coconut fabric, shall be comprised of inert plant fiber that may be nonnative.
6. If necessary, any excavation or backfill approved in this permit and plans shall be limited to the minimum necessary to stabilize slopes and to place bioengineering structures.
7. If necessary, any natural stone or riprap authorized by this permit shall be limited to the minimum necessary to stabilize biological materials, and shall allow for the free growth of plants. Stone used for this purpose shall be a maximum of 24-inch diameter rock, and shall consist of natural field stone or rock, including crushed quarry rock. Broken concrete is not allowed. The toe stone shall be placed at a 1-on-3 slope (1 foot vertical to 3 feet horizontal) or gentler.
8. If necessary, temporary placement of fiber rolls or similar materials to serve as wave breaks or barriers may be placed not more than 5 feet from the existing shoreline to facilitate establishment of biological control structures or plantings, as shown on the approved plans. Temporary wave breaks must be constructed of and anchored with materials that are 100% biodegradable.
9. 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".
10. 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.
11. 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.
12. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
13. 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.

14. 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.



Issued By:

Matthew Rogers
Lansing District Office
Water Resources Division
517-388-6869

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: Meridian Township Clerk
Ingham County Drain Commissioner
Ingham County CEA
Younes Ishraidi, Meridian Township
Eric Calabro, EGLE WLSU