

# **Bid Documents for Aquatic Plant Harvesting of Lake Lansing Ingham County, Michigan**

**Prepared For:**  
Meridian Township Board  
5151 Marsh Rd  
Okemos, MI 48864

**Prepared By:**  
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1811 4 Mile Road, NE  
Grand Rapids, MI 49525-2442  
616/361-2664

**Project No:**  
53260102

December 2023

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APPENDIX A

**ADVERTISEMENT FOR BIDS**  
**CHARTER TOWNSHIP OF MERIDIAN**  
**AQUATIC PLANT HARVESTING OF LAKE LANSING**  
**INGHAM COUNTY, MICHIGAN**

Sealed proposals will be received by the Charter Township of Meridian, Ingham County, Michigan, at the Meridian Township Clerk's Office, Municipal Building, 5151 Marsh Road, Okemos, Michigan, 48864-1198, up to 11:30 a.m., local time on January 5, 2024 for aquatic plant harvesting of Lake Lansing, Ingham County, Michigan; after which time, proposals will be publicly opened and read aloud. Proposals sent by fax or email by will not be accepted.

Bids are solicited on unit price basis. The work involves the following major bid items:

Native Plant Harvesting: 5 Acres  
Starry Stonewort Harvesting: 35 Acres

Proposals shall include the furnishing of all labor, material, and equipment to complete the project.

Up to two harvests of approximately 40 acres each are to be conducted on Lake Lansing in approximately mid-June and mid-September. The Consultant may adjust the timing of the harvest if found appropriate based upon the type and distribution of plants in the lake.

Copies of the contract documents for the work may be obtained from the Department of Public Works & Engineering at 5151 Marsh Road, Okemos, Michigan. Phone No. (517) 853-4440. There is a five-dollar (\$5.00) fee for mailing contract documents. Contract documents may be obtained via email free of charge, by contacting the Township at: [DPW@meridian.mi.us](mailto:DPW@meridian.mi.us).

Questions regarding this contract may be addressed to Progressive AE, 1811 4 Mile Road NE, Grand Rapids, Michigan, Water Resources Department, (616) 361-2664, ext. 3351.

The right is reserved by the Charter Township of Meridian to reject any or all bids, to award the Contract to other than the low bidder, 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 Charter Township of Meridian.

## INSTRUCTIONS TO BIDDERS

1. Prior to submitting his/her bid, the bidder shall examine the specifications and related documents attached hereto and make a personal examination of the site in order to acquaint himself/herself with the conditions under which he/she will be obliged to work.

The bidder shall make all the investigations necessary to thoroughly inform himself/herself regarding access to the lake for the equipment he/she may require for his/her operation.

No plea of ignorance of existing conditions shall be accepted. No claims will be accepted for extra compensation or extensions of time. If the Contractor fails or omits to complete all of the requirements of this contract, he/she shall be responsible for corrections.

2. Interpretations During Bidding: If a bidder finds omissions or discrepancies in the bid documents, he/she should notify the Consultant at once so that the Consultant can issue an addendum to all bidders. The Consultant for the project is Progressive AE, Inc., telephone 616/361-2664, contact person is Paul Hausler, hauslerp@progressiveae.com.

3. Preparation of Bids: Bids must be made on the required Bid Form furnished with the bid documents.

Blank spaces for bid prices must be printed in ink or typewritten, and the Bid Form must be fully completed and executed when submitted.

Only 1 copy of Bid Form is required.

4. Each bidder shall be prepared to provide information regarding his/her background, familiarity, and experience with plant harvesting work. The bidder shall include, in the bid form, a statement of the equipment and personnel to be utilized to harvest aquatic plants in Lake Lansing.
5. Bids shall be submitted on a cost-per-acre basis.
6. Each bid must be submitted in a sealed envelope bearing the following information clearly marked on the outside:

Lake Lansing  
Aquatic Plant Harvesting

Sealed Bid  
Do not open until 11:30 a.m. on January 5, 2024

Bids shall not be accepted by email or fax.

7. Modification or Withdrawal of Bids: Any bid may be withdrawn prior to the scheduled time given for the opening of bids.

Bids received after the time and date specified will not be considered.

Modification of bids in writing will be considered if received prior to the hour set for receiving of bids.

Bids shall remain firm for 90 days. If there are any reasons why the contract cannot be awarded within this specified time period, the time of award may be extended by mutual agreement between the Meridian Township Board and the bidder.

8. Bids will be evaluated based upon cost, equipment to be used, and prior experience. In submitting this bid, it is understood that the right is reserved by the Charter Township of Meridian to reject any or all bids, to award the Contract to other than the low bidder, 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 Charter Township of Meridian. No conditional or qualified bids will be accepted.

MERIDIAN TOWNSHIP BOARD

## INFORMATION FOR BIDDERS

1. Lake Lansing is located in Meridian Township, Ingham County, Michigan. The lake has a surface area of 456 acres. A depth contour map of the lake is shown in Figure 1.

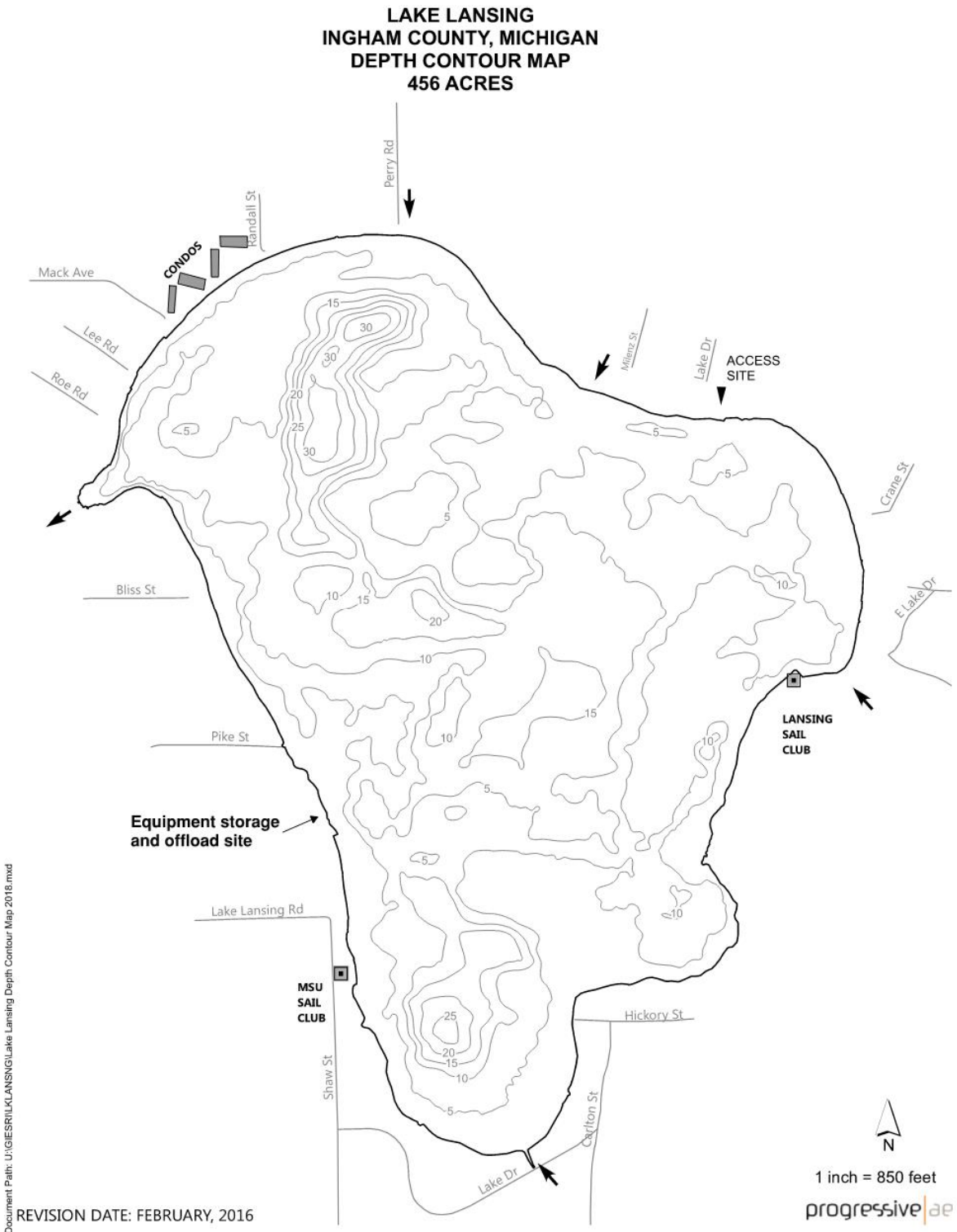


Figure 1. Lake Lansing depth contour map.

## SPECIFICATIONS

### 1. Submittals:

- a. 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 completed certificates of insurance, as evidence that they carry adequate insurance to comply with the requirement of this section. Insurance obtained must name the Meridian Township Board and Progressive AE as additional insured.

#### **Worker's Compensation Insurance**

Contractors and subcontractors shall procure and maintain, during the life of this contract, Worker's Compensation Insurance for all of his/her employees engaged in work on the project under this contract. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the worker's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of such of his/her employees not otherwise protected.

#### **Bodily Injury and Property Damage**

Contractors and subcontractors shall procure and shall maintain during the life of this contract, adequate insurance to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, when specified, similar insurance to protect the Owner of premises on or near which aquatic herbicide operations are to be performed. Specific policies and minimum limits shall be as follows:

#### **Bodily Injury and Property Damage other than Automobile**

##### Bodily Injury Liability

- Each Occurrence: \$1,000,000
- Aggregate: \$1,000,000

##### Property Damage Liability

- Each Occurrence: \$500,000
- Aggregate: \$500,000

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

## **Bodily Injury and Property Damage - Automobile**

### **Bodily Injury Liability**

- Each Person: \$1,000,000
- Each Occurrence: \$1,000,000

### **Property Damage Liability**

- Each Occurrence: \$500,000

Such insurance shall include, but not be limited to, coverage for:

- Comprehensive form
- Owned vehicles
- Hired vehicles
- Non-owned vehicles

## **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 per occurrence/aggregate.

## **Acceptable Insurance Companies**

All insurance coverages required by this section shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to the owner and who have a minimum Best's Insurance Reports rating of A or A- (Excellent). The Contractor shall submit evidence of the insurance company's Best Insurance Reports rating and status with the State of Michigan.

## **Indemnification and Hold Harmless**

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Owner and its elected and 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, subcontractors or any of their officers, employees, or agents. The furnishings 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, its elected and appointed officers, employees, and agents as required in this section.

The Contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the Owner. All such insurance must include an endorsement whereby the insurer shall agree to notify the Owner 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.

Certificates of insurance for the coverage shall be delivered to the Consultant by April 1 of each year this contract is valid. These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with the above requirements. If coverages confirmed by these certificates will expire prior to the termination of this contract, certificates for renewals must be delivered to the Consultant not less than 10 days prior to the expiration date.

- b. The Contractor shall maintain and submit daily log reports to the Consultant as a basis for and substantiation of payment (Appendix A). The daily log records shall state the following:
  - 1) The hours of harvesting.
  - 2) Acres and area of lake harvested.
  - 3) The estimated quantity of plant material removed.
  - 4) The equipment utilized during the harvesting operation.
  - 5) An explanation of any downtime.
  - 6) Date of harvest.
2. The project timeframe is from 2024 through 2026, with Township option to renew at the end of each year.
3. Approximately 40 acres of Lake Lansing are to be harvested. Harvesting shall be conducted to the maximum depth practicable. Adjustment to the areas and number of acres to be harvested may be made by the Board if found appropriate in view of the nature or extent of the plant growth in the lake. Areas and the number of acres to be harvested will be specified by the Consultant. The Contractor shall coordinate his/her activities directly with the Consultant.
4. Authorization to begin harvesting, along with a map of areas to be harvested shall be provided by the Consultant via email from [water@progressiveae.com](mailto:water@progressiveae.com). Upon receipt of the authorization email, the Contractor shall enter the anticipated harvesting start- and end-date at [water.progressiveae.com](http://water.progressiveae.com). The Meridian Township Board reserves the right to contract with another company if the Contractor cannot begin harvesting in a timely manner.
5. The Contractor's boats, motors, trailers, and harvesting equipment must be thoroughly washed before launching into Lake Lansing.
6. The Contractor will not be obligated to remove any docks, rafts, water intake pipes, or submerged objects.
7. The Contractor shall make no attempt to harvest water lilies or emergent wetland vegetation without explicit authorization from the Consultant.
8. The Contractor shall be responsible for the removal of all cut vegetation from the lake and for disposal of same, including all costs associated with such disposal. At least 2 weeks prior to initiation of work, Contractor shall secure a suitable site for disposal of cut vegetation. Disposal shall be at a site acceptable to the Meridian Township Board and in accordance with all applicable regulations and requirements. There is the potential to use the Michigan State University Anaerobic Digestion Research and Education Center (ADREC) facility at 4261 Bennett Road, Lansing (Figure 2), for disposal of cut vegetation. Contact Dana Kirk at 517-432-6530 to arrange disposal at ADREC.

Vegetation shall be removed daily as it is harvested by direct loading to trucks without interim placement of plants on shore at the access or off-loading sites. Meridian Township may authorize exceptions to this requirement by agreement with the Contractor.
9. Access and off-loading sites are to be regularly maintained by the Contractor and shall be returned to the condition existing before plant harvesting. Possible off-loading site locations are shown in Figure 1. The Contractor shall not store equipment at the off-loading sites without explicit authorization. Contact the Lake Lansing County Park Manager at 517-676-2233 to arrange use of the access and off-loading sites. The Contractor shall be responsible for any permits or fees required for the use of the access and off-loading sites.



10. In the event of a spill or release into Lake Lansing or a spill/release that drains to Lake Lansing, of fuel, hydraulic oil, or other fluids or materials from the mechanical harvesters, dump trucks or other equipment associated with the mechanical harvesting operation, the contractor shall:
  - a. Contact the appropriate state or local agencies, such as the Michigan Department of Environment, Great Lakes, and Energy Pollution Emergency Alerting System (PEAS), local fire department, etc.
  - b. Submit, via email, to the Board and the Consultant:
    - 1) Regular reports regarding the nature of the spill/release and actions being taken to address the incident.
    - 2) Material Safety Data Sheets (MSDS) for fluids or materials spilled or released into Lake Lansing.
  - c. Clean up all spills/releases.
  - d. Assume all costs associated with clean-up.
11. The Contractor shall be responsible for restoring, replacing or repairing, within 60 days, any and all property damaged due to the harvesting operation.

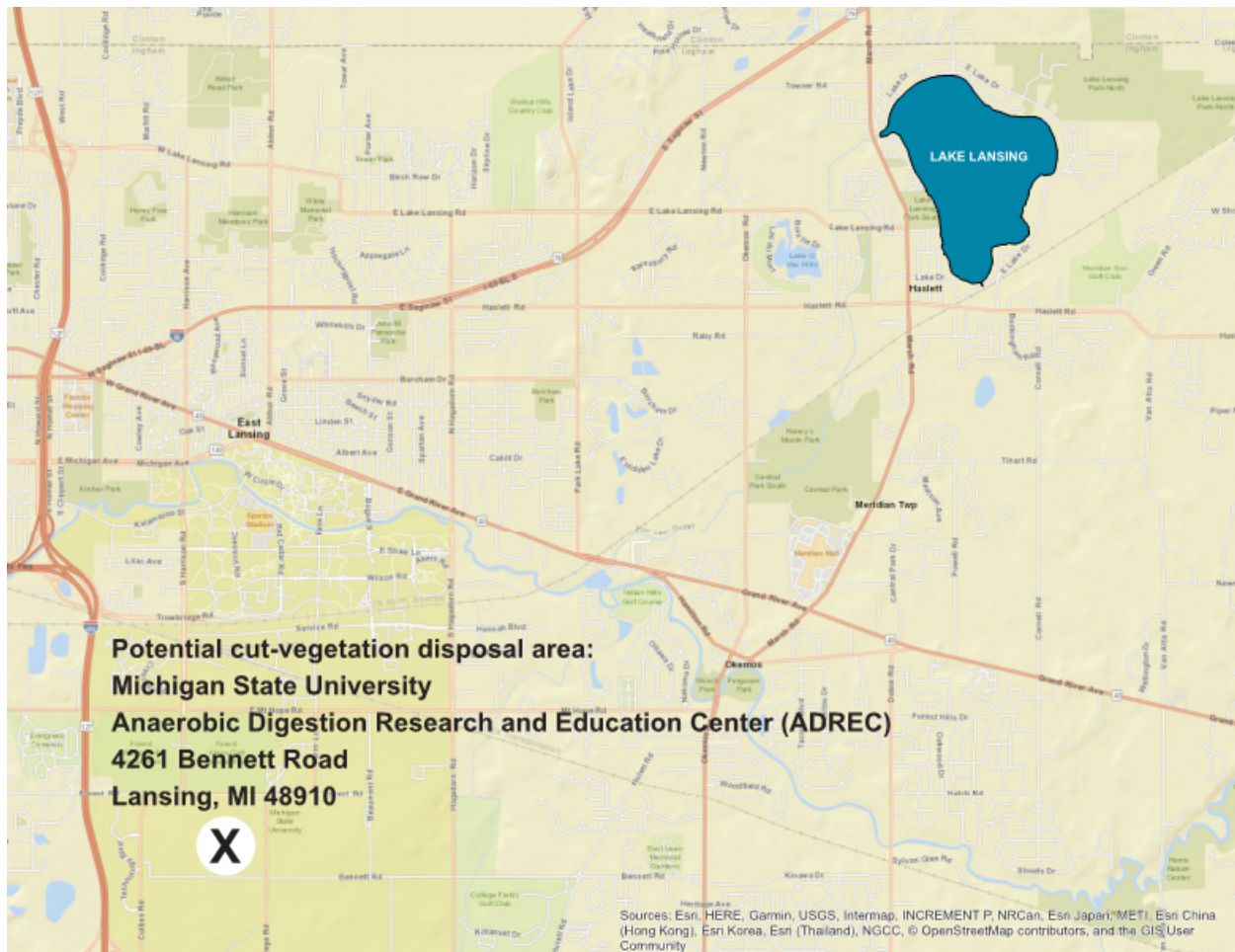


Figure 2. Potential cut-vegetation disposal location.

**BID FORM**

BID DATE: January 10, 2024  
BID TO: Meridian Township Clerk's Office  
Municipal Building  
5151 Marsh Road  
Okemos, MI 48864-1198

BID FROM: \_\_\_\_\_  
(Company Name of Bidder)  
\_\_\_\_\_  
(Company Address)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Telephone Number)

In compliance with your invitation for bids, bidder hereby proposes to perform all work related to aquatic plant harvesting of Lake Lansing, Meridian Township, Ingham County, Michigan, in strict accordance with the contract documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Further, the bidder also certifies that he/she has examined the contract documents and the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance.

The bidder understands that the acreage listed is approximate only and subject to either increase or decrease. The bidder agrees that the unit prices named will be used if additions or deductions are made to the quantity of work.

The bidder shall include and be deemed to have included in his bid all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury on the bid date.

All work described in the contract documents and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form.

The undersigned, having familiarized himself/herself with the instructions to bidders and the specifications, hereby proposes to perform everything required and to provide and furnish all of the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for aquatic plant cutting and removal on Lake Lansing in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:

ITEM DESCRIPTION	QUANTITY	UNIT BID PRICE	TOTAL
Native Plant Harvesting	5 acres	\$ _____ /acre	\$ _____
Starry Stonewort Harvesting	35 acres	\$ _____ /acre	\$ _____
<b>Sum Total:</b>		<b>_____ Dollars</b>	<b>\$ _____</b>

Statement of plant harvesting equipment proposed to be utilized on Lake Lansing: Trucks (model, year, and date of purchase); harvesters (state manufacturer, model, year, depth of cut, width of cut, and date of purchase); conveyers (if any are to be used); and personnel to be used. Also include estimated time each machine requires to harvest one acre.

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**Payment in 2024-2026 will be at the bid unit price.**

In the interest of expediting the award of this contract, the undersigned may be required to show that he/she has performed work similar to that included under the proposed contract for which this bid is offered.

In submitting this bid, it is understood that the right is reserved by the Meridian Township Board to reject any and all bids and to waive defects in the bids.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SIGNATURE \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

(Printed) \_\_\_\_\_

\_\_\_\_\_

The contractor's agreement to pay prevailing wage rates is one relevant consideration that Meridian Township may make in its determination of which bidder should receive this contract. Meridian Township may thus consider in awarding this contract whether any contractor voluntarily pays employees and sub-contractors, directly upon the site of work, at least the prevailing wages and fringe benefits as determined and published by the United States Department of Labor for the Ingham County area.

Will the bidder voluntarily pay its employees and sub-contractors, directly upon the site of work, at least the prevailing wages and fringe benefits as determined and published by the United States Department of Labor for the Ingham County area. **Please circle one below:**

Yes      or      No

**CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Meridian Township Board, hereinafter called the "Township," and \_\_\_\_\_, hereinafter called the "Contractor," to wit:

1. That the bid form, instructions to bidders, insurance requirements, specifications, and addenda hereto attached or herein referred to, shall be and are hereby made a part of this agreement and contract.
2. That the Contractor shall furnish all labor, materials, and equipment necessary and do all the work as set forth in the bid according to the specifications and contract documents, which have hereinbefore been made a part of this contract in a manner, time, and place as herein set forth.
3. That the Contractor shall indemnify the Township, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, including Contractor's own employees and for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting from negligent acts or omissions of Contractor, any Subcontractor, or any employee, agent or representative of Contractor.
4. That the term of the contract is effective from the date above written until December 31, 2026, with annual contract extensions being contingent upon the discretion of the Township.

IN CONSIDERATION WHEREOF, said Township promises and agrees to compensate said Contractor the unit price provided in the attached bid, dated \_\_\_\_\_, 202\_\_.

Payments shall be made upon satisfactory completion of the harvesting work based on a review of the payment submittal forms and approval by the Consultant.

For the faithful performance of all of the stipulations, terms, and conditions of this agreement, said parties respectfully bind themselves and their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first above written.

**MERIDIAN TOWNSHIP BOARD:**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_  
(Printed)

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_  
(Printed)

# APPENDIX A

**Lake Lansing  
Daily Log Sheet  
Aquatic Plant Harvesting**

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

Hours of harvesting: \_\_\_\_\_

Acres harvested: \_\_\_\_\_ (shade area on attached map)

Quantity of plants harvested: \_\_\_\_\_

\_\_\_\_\_

Harvesting equipment utilized: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Explanation of downtime: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of harvester operator: \_\_\_\_\_

\_\_\_\_\_ (printed)

Complete all portions of this document, including map, and upload with invoice to:

[water.progressiveae.com](http://water.progressiveae.com)



**LAKE LANSING  
INGHAM COUNTY, MICHIGAN  
PAY SUBMITTAL MAP  
456 ACRES**

□ = 1 ACRE GRID  
↔ = INLET/OUTLET

HARVEST DATE: \_\_\_\_\_

