

CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN

AGENDA FOR

REGULAR COUNCIL MEETING

GRAND HAVEN CITY HALL* COUNCIL CHAMBERS 519 WASHINGTON AVE

MONDAY, MARCH 17, 2025 7:30 PM

- 1. MEETING CALLED TO ORDER
- 2. ROLL CALL
- 3. INVOCATION
 - A. Pastor Mike Gafa, Covenant Life Church.
- 4. PLEDGE OF ALLEGIANCE
- 5. REAPPOINTMENTS TO BOARDS & COMMISSIONS
- 6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS

ATTACHMENT A

- A. Meghan Allison, Community Center Board, term ending June 30, 2029.
- B. Steffi Thayer, Human Relations Commission, term ending June 30, 2025.
- 7. APPROVAL OF CONSENT AND REGULAR AGENDAS
- 8. CONTINUATION OF WORK SESSION (IF NEEDED)
- 9. CALL TO AUDIENCE ONE OF TWO OPPORTUNITIES

At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Those not physically present who would like to call in may dial 616-935-3203.

10. PRESENTATION

ATTACHMENT B

- A. City of Grand Haven Inclusivity Statement
- B. Fiscal Year 2025-2026 Draft Capital Plan Emily Greene, Finance Director

11. CONSENT AGENDA

ATTACHMENT C

- A. Approve the Work Session and Regular Council meeting minutes for March 3, 2025.
- B. Approve the bill's memo in the amount of \$3,143,149.87.
- C. Approve a Notice of Award in the amount of \$480,621.60 to Reith-Riley Construction, 2100 Chicago Drive, Wyoming MI provided the City of Grand Haven receives federal funding to complete the 18/36 runway reconstruction project, authorizing the City Manager to execute the necessary documents.
- D. Award a service contract for the Bicentennial wall project to Ryerson Brothers Excavating, of Muskegon, MI. in the budgeted amount of \$43,830 and authorize the Mayor and City Clerk to execute the necessary documents.
- E. Approve Change Order 002 for Task Order 002 Task 005 with HDR of Ann Arbor, MI for construction management services and reporting for the Coal Yard Closure project in the not to exceed amount of \$148,671, to be reimbursed by the Board of Light and Power.
- F. Approve a resolution reaffirming the City of Grand Haven's Inclusivity Statement.

12. UNFINISHED BUSINESS

13. PUBLIC HEARING

14. NEW BUSINESS

ATTACHMENT D

A. Consideration by City Council of a resolution to approve a special event request to hold the 2025 Coast Guard Festival, to begin on Friday, July 25, 2025 through Saturday, August 2, 2025, as outlined in the attached memo.

Administration recommends approval.

B. Consideration by City Council of a resolution to award a contract to TK Elevator of Grand Rapids MI. for the rehabilitation of the City Hall elevator in the budgeted amount of \$94,780.26

Administration recommends approval.

C. Consideration by City Council of a resolution to award a contract to Lakeshore Property Services of Grand Haven MI. for Five Mile Hill overlook improvements in the budgeted, not to exceed, amount of \$42,623.

Administration recommends approval.

D. Consideration by City Council of a resolution to approve a new Good Friday Service event hosted by Lighthouse Ministries at Lynn Sherwood Waterfront Stadium on April 18th, 2025 from 6:00pm until 8:30pm, waiving \$250.00 in rental fees per the Special Event Policy.

Administration recommends approval.

15. CORRESPONDENCE & BOARD MEETING MINUTES

ATTACHMENT E

- 16. REPORT BY CITY COUNCIL
- 17. REPORT BY CITY MANAGER

18. CALL TO AUDIENCE-SECOND OPPORTUNITY

At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Those not physically present who would like to call in may dial 616-935-3203.

19. ADJOURNMENT

From: COGH Application to Serve
To: Clerk; Bob Monetza
Subject: COGH Application to Serve

Date: Saturday, January 4, 2025 11:50:20 AM

The following application came through the Application to Serve form at GrandHaven.org.

First Name **Meghan**

Last Name Allison

Home Address

City Grand Haven

State MI

Zip / Post Code **49417**

Primary Phone

Alternate Phone

Email

Application Choice(s) for Citizen Board/Commission Community Center Board,

Are you over 21 years of age? Yes

Are you a resident of the City of Grand Haven? Yes

Are you a registered voter in the City of Grand Haven? Yes

Educational Qualifications **BS in Computer Science MHA in Healthcare Administration**

Place of Employment American Addiction Centers - Clinical Applications Manager; I work from home in GH.

Type of Work Performed Manage a team of clinical analysts who support the electronic medical record for a national addiction recovery company.

Please List Other Relevant Experience I have always worked in healthcare information technology but really want to be involved in the community. I am a proud member of the GH community and want to give back! I have applied to the Parks and Rec board and interviewed before but was not chosen by the last mayor.

City of Grand Haven Application for Consideration for Appointment to Citizen Boards and Commissions

(Applications are kept on file for one year from date of completion)

Name Steffi Thau	<u>er</u>	Date_02 11 12025	
Addres	Avenue		_
Telephone (Home)	(Cell)	k <u>)</u>	
E-Mail Address	nail.com		
	s). (If selecting more than one l	appointment to the following Citizen board/commission, indicate order of	
Airport Board		Historic Conservation District	
Audit Review Commit	tee	<u>✓</u> Human Relations Commission	
Board of Review		Loutit District Library Board	
Cemetery Board		Main Street DDA	
Community Center Bo	ard	Musical Fountain Committee	
Compensation Commi	ssion	Parks & Recreation Board	
Construction Board of	Appeals	Planning Commission	
Duncan Park Commis	sion	Zoning Board of Appeals	
Economic Develop. Co	orp. & Brownfield Redevelopment	tOther:	
Harbor Board			
Are you over 21 years of age	7	YesNo	
Are you a resident of Grand	Haven?	✓_YesNo	
Are you a registered voter in	the City of Grand Haven?	Yes	
	laven High School ollege student at Mus	skegon Community College	
Place of Employment: <u>Cro</u>	igs Chuisers Musked	&©∩	_
Type of Work performed: CV	1 Stomer service: cash	ner, ride attendant	
member of the	Superintendent stude	ies of a Board/Commission member:	0
Member of the	lational tronors socie	ty at Grand Haven High	20

Please return complete form to: City Clerk's Office: 519 Washington Avenue, Grand Haven, MI 49417

CITY OF GRAND HAVEN

519 Washington Ave Grand Haven, MI 49417 Phone: (616) 847-4888

TO: Mayor, and City Council

FROM: Ashley Latsch, City Manager

DATE: 3/12/25

SUBJECT: Inclusivity Statement



That statement can be found on the City's website, and reads as follows:



The City of Grand Haven respects, values and celebrates the unique attributes, characteristics and perspectives that make people who they are. The pillars of equity, diversity and inclusion are vital to a vibrant community, and we believe that bringing diverse individuals together and encouraging all voices to be heard allows us to build a stronger community. The City of Grand Haven upholds these pillars as crucial to healthy people and a healthy community.





CITY OF GRAND HAVEN

Finance Department 519 Washington Avenue Grand Haven, MI 49417

Phone: (616) 847-4893

TO: Ashley Latsch, City Manager

FROM: Emily Greene, Finance Director $\pm G$

DATE: March 13, 2025

SUBJECT: FY2025-26 Proposed Capital Plan - First Draft

Attached is the first draft of the proposed FY2025-26 Capital Plan, which includes amended amounts for current FY2024-25. This is a six-year plan compiled and reviewed by Department Directors and Managers, the Finance Director and the City Manager.

The Summary Page provides an overview of the total cost of equipment, projects and other items in each Fund for current FY2024-25, FY2025-26 and the following five years. Items listed in FY2026-27 through FY2030-31 are included for planning purposes and potential outside funding. This information will be updated each year based on needs and budgeting. The pages following the Summary Page list details of each project, equipment and item. If outside funding is anticipated and available, such as grant funding or GHACF reimbursements, amounts are listed in that column. Staff continues to seek outside funding when available to help offset and reduce costs to the City.

This draft is provided to City Council for review. Staff will continue to work through the budget process and update the Capital Plan as needed given budget considerations. The updated Capital Plan will be included in the City's annual budget document.

CITY OF GRAND HAVEN OVERVIEW OF CAPITAL EQUIPMENT AND IMPROVEMENT PLAN FISCAL YEAR 2024-25 AND FISCAL YEAR 2025-26

	ORIGINAL BUDGET 2024-25	ſ	PROJECTED BUDGET 2024-25	F	REQUESTED BUDGET 2025-26	ı	OUTSIDE FUNDING NTICIPATED	TOTAL PROJECT COSTS
PUBLIC IMPROVEMENT FUND								
Buildings	\$ 1,353,000	\$	1,375,715	\$	430,000	\$	70,200	\$ 1,735,515
Fire Truck Replacement Fund	\$ 100,000	\$	100,000	\$	100,000			\$ 200,000
IT & Office Needs	\$ 207,200	\$	91,700	\$	142,000			\$ 233,700
Miscellaneous	\$ 40,000			\$	40,000			\$ 40,000
Parks & Parklands	\$ 725,000	\$	559,770	\$	1,019,900	\$	60,000	\$ 1,519,670
Public Artifacts	\$ 385,000	\$	233,245	\$	80,000	\$	261,000	\$ 52,245
Public Improvement Fund	\$ 223,000	\$	204,500	\$	24,200	\$	84,123	\$ 144,577
Public Safety	\$ 137,500	\$	141,640	\$	141,500	\$	3,020	\$ 280,120
PUBLIC IMPROVEMENT FUND Total	\$ 3,170,700	\$	2,706,570	\$	1,977,600	\$	478,343	\$ 4,205,827
OTHER CITY FUNDS								
Airport Fund	\$ 601,028	\$	58,000	\$	986,000	\$	934,275	\$ 109,725
Boat Launch Fund								
City Sewer Fund	\$ 1,279,429	\$	1,181,328	\$	2,248,605			\$ 3,429,933
City Water Fund	\$ 943,826	\$	312,587	\$	1,286,559			\$ 1,599,146
General Fund	\$ 12,500	\$	12,500	\$	18,500			\$ 31,000
Harbor Island Remediation Fund	\$ 1,250,000	\$	1,302,450	\$	500,000	\$	1,298,520	\$ 503,930
Local Streets Fund	\$ 304,297	\$	319,297	\$	317,233			\$ 636,530
Major Streets Fund	\$ 652,599	\$	622,909	\$	351,351	\$	326,000	\$ 648,260
Marina Fund				\$	361,125			\$ 361,125
Motorpool Fund	\$ 1,578,500	\$	636,800	\$	1,342,000			\$ 1,978,800
OTHER CITY FUNDS Total	\$ 6,622,179	\$	4,445,871	\$	7,411,373	\$	2,558,795	\$ 9,298,449
INTERGOVERNMENTAL/OTHER FUNDS								
NOWS	\$ 209,300	\$	100,250	\$	257,000			\$ 357,250
Sewer Authority	\$ 180,000	\$	304,013	\$	703,000			\$ 1,007,013
INTERGOVERNMENTAL/OTHER FUNDS Total	\$ 389,300	\$	404,263	\$	960,000			\$ 1,364,263
	\$ 10,182,179	\$	7,556,704	\$	10,348,973	\$	3,037,138	\$ 14,868,539

CITY OF GRAND HAVEN SUMMARY SIX YEAR CAPITAL EQUIPMENT AND IMPROVEMENT PLAN FISCAL YEAR 2024-25 THROUGH FISCAL YEAR 2030-31

	ORIGINAL BUDGET 2024-25	ROJECTED BUDGET 2024-25	R	REQUESTED BUDGET 2025-26	F	REQUESTED BUDGET 2026-27	F	REQUESTED BUDGET 2027-28	EQUESTED BUDGET 2028-29	R	EQUESTED BUDGET 2029-30	F	REQUESTED BUDGET 2030-31	TOTAL PROJECT COSTS	Α	OUTSIDE FUNDING NTICIPATED
PUBLIC IMPROVEMENT FUND																
Buildings	\$ 1,353,000	\$ 1,375,715	\$	430,000	\$	1,102,000	\$	1,085,000	\$ 200,000			\$	25,000	\$ 4,217,715	\$	70,200
Fire Truck Replacement Fund	\$ 100,000	\$ 100,000	\$	100,000	\$	200,000	\$	200,000	\$ 200,000	\$	2,700,000	\$	200,000	\$ 3,700,000		
IT & Office Needs	\$ 207,200	\$ 91,700	\$	142,000	\$	365,200	\$	37,200	\$ 58,200	\$	53,700	\$	42,700	\$ 790,700		
Parks & Parklands	\$ 725,000	\$ 559,770	\$	1,019,900	\$	2,564,500	\$	420,000	\$ 325,000	\$	20,000	\$	300,000	\$ 5,209,170	\$	2,508,950
Public Artifacts	\$ 385,000	\$ 233,245	\$	80,000	\$	315,000	\$	75,000	\$ 5,000					\$ 708,245	\$	301,000
Public Improvement Fund	\$ 223,000	\$ 204,500	\$	24,200	\$	100,500	\$	26,800	\$ 68,200	\$	29,600			\$ 453,800	\$	84,123
Public Safety	\$ 137,500	\$ 141,640	\$	141,500	\$	108,000	\$	143,000	\$ 122,000	\$	119,000	\$	119,000	\$ 894,140	\$	3,020
Miscellaneous	\$ 40,000		\$	40,000	\$	40,000	\$	40,000	\$ 40,000	\$	40,000			\$ 200,000		
PUBLIC IMPROVEMENT FUND Total	\$ 3,170,700	\$ 2,706,570	\$	1,977,600	\$	4,795,200	\$	2,027,000	\$ 1,018,400	\$	2,962,300	\$	686,700	\$ 16,173,770	\$	2,967,293
OTHER CITY FUNDS																
Airport Fund	\$ 601,028	\$ 58,000	\$	986,000	\$	25,000	\$	1,065,000	\$ 106,000	\$	25,000	\$	452,000	\$ 2,717,000	\$	2,404,875
Boat Launch Fund									\$ 1,300,000					\$ 1,300,000	\$	850,000
City Sewer Fund	\$ 1,279,429	\$ 1,181,328	\$	2,248,605	\$	3,885,494	\$	2,103,937	\$ 2,055,337	\$	9,666,895	\$	10,000	\$ 21,151,596		
City Water Fund	\$ 943,826	\$ 312,587	\$	1,286,559	\$	5,495,374	\$	1,832,073	\$ 4,012,876	\$	1,604,255	\$	10,000	\$ 14,553,724	\$	-
Local Streets Fund	\$ 304,297	\$ 319,297	\$		\$		\$	1,665,074	\$ 1,484,688	\$	2,201,788	\$	5,000	\$ 7,513,932		
Major Streets Fund	\$ 652,599	\$ 622,909	\$	351,351	\$	8,908,071	\$	5,793,432	\$ 5,970,665	\$	302,601	\$	5,000	\$ 21,954,029	\$	12,430,763
Marina Fund			\$	361,125	\$	2,731,985	\$	1,546,575	\$ 1,722,610					\$ 6,362,295	\$	1,525,000
Motorpool Fund	\$ 1,578,500	\$ 636,800	\$	1,342,000	\$	1,720,000	\$	1,884,000	\$ 595,000	\$	776,000	\$	1,160,000	\$ 8,113,800		
Harbor Island Remediation Fund	\$ 1,250,000	\$ 1,302,450	\$	500,000	\$	20,500,000	\$	20,500,000	\$ 500,000	\$	500,000			\$ 43,802,450	\$	2,548,520
General Fund	\$ 12,500	\$ 12,500	\$	18,500	\$	12,500	\$	12,500	\$ 12,500	\$	12,500	\$	12,500	\$ 93,500		
OTHER CITY FUNDS Total	\$ 6,622,179	\$ 4,445,871	\$	7,411,373	\$	44,799,275	\$	36,402,591	\$ 17,759,676	\$	15,089,039	\$	1,654,500	\$ 127,562,325	\$	19,759,158
INTERGOVERNMENTAL/OTHER FUNDS																
NOWS	\$ 209,300	\$ 100,250	\$	257,000	\$	1,370,000	\$	432,000	\$ 140,000	\$	175,000	\$	3,000,000	\$ 5,474,250	\$	52,650,000
Sewer Authority	\$ 180,000	\$ 304,013	\$	703,000	\$	625,000	\$	899,000	\$ 286,000	\$	319,000	\$	450,000	\$ 3,586,013	\$	13,300,000
INTERGOVERNMENTAL/OTHER FUNDS Total	\$ 389,300	\$ 404,263	\$	960,000	\$	1,995,000	\$	1,331,000	\$ 426,000	\$	494,000	\$	3,450,000	\$ 9,060,263	\$	65,950,000
·	\$ 10,182,179	\$ 7,556,704	\$	10,348,973	\$	51,589,475	\$	39,760,591	\$ 19,204,076	\$	18,545,339	\$	5,791,200	\$ 152,796,358	\$	88,676,451

CITY OF GRAND HAVEN SIX YEAR CAPITAL EQUIPMENT AND IMPROVEMENT PLAN DETAIL FISCAL YEAR 2024-25 THROUGH FISCAL YEAR 2030-31

		RIGINAL BUDGET	В	OJECTED UDGET	-	EQUESTED BUDGET		EQUESTED BUDGET	REQUESTED BUDGET	REQUESTED BUDGET	REQUESTED BUDGET	В	QUESTED SUDGET	TOTAL PROJECT	F	OUTSIDE UNDING
PUBLIC IMPROVEMENT FUND		2024-25	2	024-25		2025-26		2026-27	2027-28	2028-29	2029-30	2	2030-31	COSTS	AN'	ITICIPATI
Buildings																
Central Park Place	\$	185,000	Ś	229,200	Ś	148,000	Ś	175,000				\$	25,000	\$ 577,200	Ś	20,
Audio/Video Equipment	7	103,000	,	223,200	\$	8,000	7	175,000				Υ		\$ 8,000		20,
Audio/Video Equipment Audio/Video Upgrades			\$	11,850	Ţ	0,000								\$ 11,850		
Dishwasher for Upper Level Kitchen			Y	11,050								\$	25,000			
Fifth Street Auditorium Door	\$	10,000	¢	10,000								Y		\$ 10,000		
Flooring - All Linoleum Replacement	Ç	10,000	Ą	10,000			\$	50,000						\$ 50,000		
Flooring - Permanent Dance Floor							\$	25,000						\$ 25,000		
Furniture	\$	20,000			\$	40,000	Ş	25,000						\$ 25,000		
	Ş	20,000			\$	50,000								\$ 50,000		
HVAC Control Integration					Ş	30,000	\$	50,000						\$ 50,000		
Kitchen Floor				40.000			\$	50,000						. ,		
Lighting Upgrades			\$	40,000										\$ 40,000		_
Lighting Control Upgrades	\$	40,000	\$	44,350				=====						\$ 44,350		5
Roof Maintenance				=======			\$	50,000						\$ 50,000		
Security Enhancements	\$	100,000		78,000										\$ 78,000		
Stage Curtain Replacement	\$	15,000		40,000										\$ 40,000		
Stage Lighting			\$	5,000	\$	50,000								\$ 55,000		15
City Beach							\$	32,000						\$ 32,000		
Paint/Stain Exterior							\$	12,000						\$ 12,000		
Structure Soffit Maintenance							\$	20,000						\$ 20,000		
City Hall	\$	120,000	\$	83,000	\$	97,000	\$	610,000	\$ 1,000,000	\$ 125,000				\$ 1,915,000		
Boiler Room Floor Drain					\$	20,000								\$ 20,000		
Carpet Replacement (First Floor)							\$	25,000						\$ 25,000		
Carpet Replacement (Second Floor)							\$	25,000						\$ 25,000		
Conference Room Furniture							\$	20,000						\$ 20,000		
Elevator Replacement	\$	120,000	\$	75,000	\$	27,000								\$ 102,000		
Entrance Rehabilitation					\$	50,000								\$ 50,000		
Exterior Façade Waterproofing							\$	80,000						\$ 80,000		
HVAC Control Integration							\$	45,000						\$ 45,000		
HVAC Replacement							\$		\$ 1,000,000					\$ 1,365,000		
Office Furniture			\$	8,000				,	. ,,					\$ 8,000		
Roof Replacement			7	-,						\$ 125,000				\$ 125,000		
Security Enhancements							Ś	50.000		7 ===0,000				\$ 50,000		
Depot	\$	100,000	Ś	50,000	Ś	50,000	Ÿ	30,000						\$ 100,000		50
Basement Footing Drain	\$	50,000		50,000	\$	50,000								\$ 50,000		50
Utility upgrades	\$	50,000		50,000	Y	30,000								\$ 50,000		50
Mulligan's Hollow	\$	98,000		30,015			\$	30,000						\$ 60,015		
Bathroom Rehab	7	30,000	,	30,013			\$	30,000						\$ 30,000		
	\$	80,000	ć	20,215			Ş	30,000						\$ 20,215		
Roof Replacement	\$	18,000		9,800										\$ 20,213		
Security Enhancements						425.000		75 000	A 05.000	4 75 000						
Public Safety Building	\$	850,000	>	983,500	>	135,000		75,000	\$ 85,000	\$ 75,000				\$ 1,353,500		
Admin Furniture/Work Stations							\$	25,000						\$ 25,000		
Admin Kitchen Rehab					\$	10,000								\$ 10,000		
Bathroom Rehab (Office)									\$ 20,000					\$ 20,000		
Bathroom Rehab (Patrol/Guest)					\$	30,000								\$ 30,000		
Carpet Replacement									\$ 40,000					\$ 40,000		
HVAC Control Integration					\$	25,000								\$ 25,000		
HVAC Replacement	\$	850,000	\$	983,500										\$ 983,500		
Locker Rooms							\$	50,000						\$ 50,000		
Security Enhancements					\$	45,000								\$ 45,000		
Tile Replacement - Bathrooms					\$	25,000			\$ 25,000					\$ 50,000		
Tile Replacement - Main Hall										\$ 75,000				\$ 75,000		

	ORIGINAL BUDGET	E	ROJECTED	В	QUESTED UDGET	- 1	QUESTED BUDGET	BU	UESTED	Вι	UESTED	В	QUESTED UDGET	В	QUESTED		PROJECT	FUN	JTSIDE NDING
	2024-25	2	2024-25	20	025-26		2026-27	20	27-28	20)28-29	2	029-30	2	030-31		COSTS	ANTIC	ICIPATED
Second Street Restrooms						\$	100,000									\$	100,000		
Boiler & Hot Water Heater Replacement						\$	28,000									\$	28,000		
Door Replacement						\$	24,000									\$	24,000		
Fixture & Counter Replacement						\$	30,000									\$	30,000		
Roof/Skylight Replacement						\$	18,000									\$	18,000		
Tile Flooring Replacement																\$			
Riverview Bldg (Bicentennial Park)						\$	80,000									\$	80,000		
Sidewalk Replacement - ADA						\$	80,000									\$	80,000		
Buildings Total	\$ 1,353,000	Ş	1,375,715	Ş	430,000	Ş	1,102,000	\$ 1	,085,000	\$	200,000			\$	25,000	\$	4,217,715	Ş	70,20
Fire Truck Replacement Fund																			
Public Safety												-	2,500,000			\$	2,500,000		
Fire Truck 922 Replacement													2,500,000			\$	2,500,000		
Transfers Out	\$ 100,000	-	100,000	-	100,000		200,000		200,000		200,000		200,000		200,000		1,200,000		
Transfer to Fire Truck Replacement Fund	\$ 100,000	-	100,000		100,000		200,000	•	200,000		200,000		200,000		200,000		1,200,000		
Fire Truck Replacement Fund Total	\$ 100,000	\$	100,000	Ş	100,000	Ş	200,000	\$	200,000	\$	200,000	\$	2,700,000	\$	200,000	Ş	3,700,000		
IT & Office Needs																			
City Council						\$	13,000									\$	13,000		
Council Chambers Projector						\$	13,000									\$	13,000		
City Manager						\$	20,000									\$	20,000		
Website/Mobile App Redesign						\$	20,000									\$	20,000		
Computers & Other Hardware	\$ 52,000		52,000		15,000		16,000		16,000		16,000	-	16,000	-	16,000	-	147,000		
City Computers/Laptops	\$ 52,000		52,000	\$	15,000		16,000	\$	16,000	\$	16,000	\$	16,000	\$	16,000		147,000		
Public Safety	\$ 6,500	-	6,500			\$	200,000									\$	206,500		
Large Format Plotter/Scanner	\$ 6,500	\$	6,500													\$	6,500		
Parking Project Enforcement Software						\$	25,000									\$	25,000		
Parking Project Kiosks						\$	150,000									\$	150,000		
Training Room AV Update						\$	25,000									\$	25,000		
Servers & Software	\$ 148,700	\$	33,200	\$	127,000	\$	116,200		21,200	•	42,200		37,700	-	26,700	\$	404,200		
Additional Miscellaneous IT Costs	\$ 15,000			\$	15,000	\$	15,000	\$	15,000		15,000	\$	15,000	\$	15,000	\$	90,000		
Backup Server										\$	12,000					\$	12,000		
BS&A Server	\$ 10,000	\$	10,000									\$	10,000			\$	20,000		
Cisco POE Network Switches	\$ 100,000			\$	100,000											\$	100,000		
External Network Penetration Security						\$	6,200			\$	6,200			\$	6,200		18,600		
Internal Network Penetration Security	\$ 6,200	\$	6,200					\$	6,200			\$	6,200			\$	18,600		
Network Uninterruptable Power Supplies				\$	5,500									\$	5,500		11,000		
Server Uninterruptable Power Supplies										\$	9,000					\$	9,000		
Transition Email/Calendars to Cloud	\$ 11,000	\$	17,000													\$	17,000		
Watchguard Firewall	\$ 6,500			\$	6,500							\$	6,500			\$	13,000		
Wifi System (All City Buildings)						\$	45,000									\$	45,000		
Windows Server Operating System						\$	50,000									\$	50,000		
IT & Office Needs Total	\$ 207,200	\$	91,700	\$	142,000	\$	365,200	\$	37,200	\$	58,200	\$	53,700	\$	42,700	\$	790,700		
Parks & Parklands																			
All Parks	\$ 20,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000			\$	120,000		
Park Equipment/Maintenance	\$ 20,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000			\$	120,000		
Bicentennial Park	\$ 50,000	\$	181,830			\$	150,000									\$	331,830	\$	60,00
Retaining Wall	\$ 50,000	\$	61,830													\$	61,830		
Riverview ADA Sidewalk Project						\$	150,000									\$	150,000		
Riverview Deck Replacement		\$	120,000													\$	120,000	\$	60,00
Central Park	\$ 100,000	\$	10,000			\$	135,000									\$	145,000		
Fountain Maintenance		\$	10,000													\$	10,000		
Fountain Rehabilitation	\$ 100,000					\$	100,000									\$	100,000		
Special Event Electrical Replacement						\$	35,000									\$	35,000		
Chinook Pier								\$	50,000	\$	175,000					\$	225,000		
Coal Tipple Concrete Preservation								\$	50,000							\$	50,000		
Engine 1223																\$	-		
Playground Replacement										\$	175,000					\$	175,000		
City Beach				\$	12,000	\$	65,000									\$	77,000		
Beach Access Stairs (across of City Beach Lot)																\$	-		
Beach Access Stairs (at Grand Avenue)						\$	65,000									\$	65,000		

	ı	RIGINAL BUDGET	- 1	ROJECTED BUDGET		BUDGET		EQUESTED BUDGET		EQUESTED BUDGET	E	QUESTED BUDGET	REQUESTED BUDGET		EQUESTED BUDGET	TOTAL PROJECT	F	UNDING
		2024-25		2024-25		2025-26		2026-27	- 2	2027-28	2	2028-29	2029-30		2030-31	COSTS	AN'	TICIPATED
East Grand River Park							\$	300,000							9			
Construct Barrier Free Restrooms							\$	300,000							Ş	,		
Escanaba Park					\$	25,000												1,500,00
Harbor Utility Connection		25.000			\$	25,000		F2F 000				25.000			25.000		\$	1,500,00
Flahive Boat Launch	\$	25,000					\$	525,000			\$	25,000		\$	25,000			
Boat Launch Repairs														_	9			
Dredging	\$	25,000					\$	25,000			\$	25,000		\$	25,000 \$			
Parking Lot Improvements							\$	500,000						_				
Harbor Island	\$	45,000		45,000			\$	90,000			\$	75,000		\$	75,000			
Bathroom Refurbishment	\$	45,000	\$	45,000				75.000			_	75.000		_	75.000			
Dredging Control Dr. Control							\$	75,000			\$	75,000		\$	75,000 \$			
Overlook Refurbishment							\$	15,000							Ş			
Hatton Park							\$	25,000								25,000		
Gazebo Rehab							\$	25,000							5	-,		
Hayes Street/Hofma Park Preserve Connector																-		
Parking, Canoe launch, Dock, Boardwalk, Bridge, Trails w/Township															5			
Lake Forest Cemetery	\$	80,000	Ş	43,640	Ş	60,000	\$	247,000	-	300,000	Ş	5,000				655,640		
Columbarium Addition and New Structure	,	mc	,	05					\$	300,000					5	,		
Invasive Species Remediation	\$	75,000	\$	38,500	\$	60,000												
Pole Barn							\$	242,000							Ş			
Repair Retaining Wall and Stairs	\$	5,000		5,140			\$	5,000			\$	5,000			5			
Linear Park - Harbor Island	\$	45,000	\$	45,000			\$	610,000			\$	25,000				680,000	\$	550,0
Art Sculpture Concrete Pads											\$	25,000						
Park Rehabilitation							\$	550,000							\$,	\$	550,0
Restoration Plan Short Term	\$	45,000	\$	45,000												45,000		
West Observation Deck Rehabilitation							\$	60,000							Ş	,		
Mulligan's Hollow	\$	330,000		214,300	\$	100,000	\$	120,000	\$	50,000						484,300		
5 Mile Hill Overlook Replacement	\$	180,000	\$	100,000											Ş	,		
Imagination Station Driveway Replacement							\$	35,000								,		
Imagination Station Rubber Floor Rehab									\$	50,000					Ş	,		
Invasive Species Remediation	\$	150,000	\$	114,300	\$	100,000												
Irrigation System							\$	40,000								40,000		
Softball Field Diamond & Fence Rehab							\$	45,000										
Rix Robinson - Tri-Cities Connector	\$	30,000			\$	215,000								\$	200,000	-,		15,0
Art Placement					\$	15,000										15,000	\$	15,0
Connector Park Refurbishment	\$	30,000			\$	200,000								\$	200,000	400,000		
Sluka Field					\$	587,900	\$	277,500								865,400	\$	383,9
Building Roof							\$	30,000							Ş	,		15,0
Core Area Improvements					\$	587,900										,		293,9
Playground							\$	247,500							Ş	247,500	\$	75,0
Parks & Parklands Total	\$	725,000	\$	559,770	\$	1,019,900	\$	2,564,500	\$	420,000	\$	325,000	\$ 20,000) \$	300,000 \$	5,209,170	\$	2,508,9
Public Artifacts																		
Boardwalk	\$	145,000	\$	91,000	\$	5,000	\$	315,000			\$	5,000				416,000	\$	61,0
Boardwalk Wood Sealer					\$	5,000					\$	5,000			\$	10,000	\$	5,0
Decking Replacement Project	\$	145,000	\$	91,000											Ş	91,000	\$	16,0
Electrical Conduit from State Park to Trolley turnaround - Connector Park Boardwalk	(\$	150,000							Ş	150,000		
New Light Poles Chinook Pier to End of Floaters							\$	40,000							\$	40,000	\$	40,0
Replace Electrical - Harbor Juniors from Pier, East 500'							\$	125,000							Ş	125,000		
Lighthouses	\$	210,000	\$	135,000	\$	75,000									\$	210,000	\$	210,0
Inner Lighthouse Painting/Restoration	\$	120,000	\$	120,000											Ş	120,000	\$	120,0
Interpretive Sign and Educational Exhibits	\$	90,000	\$	15,000	\$	75,000									Ş	90,000	\$	90,0
Waterfront Stadium	\$	30,000	\$	7,245					\$	75,000					,	82,245	\$	30,0
Stage Tarp Replacement	\$	30,000	\$	7,245											5	7,245	\$	30,0
Treat Hand Rails									\$	75,000						75,000		·
ublic Artifacts Total	\$	385,000	\$	233,245	\$	80,000	\$	315,000		75,000	\$	5,000				708,245	\$	301,
Public Improvement Fund																		
Parking Lot Resurfacing							\$	75,000			\$	40,000			Ş	115,000		
East End Parking Lot Resurfacing							Ė				\$	40,000				40,000		
Linear Park Lot Resurfacing							\$	35,000			•	-,				35,000		
Public Safety Lot Resurfacing							\$	40,000								40,000		

	ORIGINAL	Р	ROJECTED	R	EQUESTED	R	EQUESTED	RI	EQUESTED	RI	EQUESTED	RE	QUESTED	RE	QUESTED		TOTAL	0	UTSIDE
	BUDGET		BUDGET		BUDGET		BUDGET		BUDGET		BUDGET		BUDGET	В	UDGET	1	PROJECT	FL	UNDING
	2024-25		2024-25		2025-26		2026-27		2027-28		2028-29		2029-30	2	030-31		COSTS	ANT	TICIPATED
Public Improvement	\$ 223,000	\$	204,500	\$	24,200	\$	25,500	\$	26,800	\$	28,200	\$	29,600			\$	338,800	\$	84,123
Beechtree Corridor Parking Lot	\$ 200,000	\$	181,500													\$	181,500	\$	65,000
Miscellaneous Taxes/Special Assessments	\$ 23,000	\$	23,000	\$	24,200	\$	25,500	\$	26,800	\$	28,200	\$	29,600			\$	157,300	\$	19,123
Property Acquisition																\$	-		
Public Improvement Fund Total	\$ 223,000	\$	204,500	\$	24,200	\$	100,500	\$	26,800	\$	68,200	\$	29,600			\$	453,800	\$	84,123
Public Safety																			
Public Safety	\$ 137,500	\$	141,640	\$	141,500	\$	108,000	\$	143,000	\$	122,000	\$	119,000	\$	119,000	\$	894,140	\$	3,020
Automatic External Defibrillator (AED)	\$ 12,000	\$	12,000													\$	12,000		
Body Armor	\$ 11,000	\$	6,540	\$	13,000	\$	15,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	114,540	\$	3,020
Chairs				\$	11,000											\$	11,000		
De-escalation and Police Training								\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	40,000		
Dewey Hill Fire Brigade Equipment	\$ 20,000	\$	19,275													\$	19,275		
Drone				\$	20,000											\$	20,000		
Fire Hose Replacement	\$ 6,000	\$	6,000	\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	66,000		
Flock Camera System		\$	18,800	\$	23,000	\$	23,000	\$	26,000	\$	26,000	\$	26,000	\$	26,000	\$	168,800		
Ice-Water Rescue Suits	\$ 11,000	\$	11,000													\$	11,000		
Personal Protective Fire Gear	\$ 22,500	\$	17,850	\$	30,000	\$	30,000	\$	30,000	\$	30,000	\$	30,000	\$	30,000	\$	197,850		
Portable Radios				\$	5,000			\$	25,000							\$	30,000		
Rescue Saw - Vent Fan				\$	5,500											\$	5,500		
Security Camera Replacement						\$	6,000									\$	6,000		
Simunition Training Aids	\$ 9,000	\$	9,075													\$	9,075		
Taser Replacement	\$ 25,000	\$	20,100	\$	21,000	\$	21,000	\$	22,000	\$	23,000	\$	23,000	\$	23,000	\$	153,100		
Traffic Radar Unit				\$	3,000	\$	3,000			\$	3,000					\$	9,000		
Uniform Replacement	\$ 21,000	\$	21,000													\$	21,000		
Public Safety Total	\$ 137,500	\$	141,640	\$	141,500	\$	108,000	\$	143,000	\$	122,000	\$	119,000	\$	119,000	\$	894,140	\$	3,020
Miscellaneous																			
Miscellaneous	\$ 40,000			\$	40,000	\$	40,000	\$	40,000	\$	40,000	\$	40,000			\$	200,000		
Additional Miscellaneous DPW Costs	\$ 40,000			\$	40,000	\$	40,000	\$	40,000	\$	40,000	\$	40,000			\$	200,000		
Miscellaneous Total	\$ 40,000			\$	40,000	\$	40,000	\$	40,000	\$	40,000	\$	40,000			\$	200,000		
PUBLIC IMPROVEMENT FUND Total	\$ 3,170,700	\$	2,706,570	\$	1,977,600	\$	4,795,200	\$	2,027,000	\$	1,018,400	\$	2,962,300	\$	686,700	\$	16,173,770	\$	2,967,293

		ORIGINAL BUDGET 2024-25	BU	DJECTED IDGET 124-25	В	QUESTED BUDGET 2025-26	E	EQUESTED BUDGET 2026-27	- 1	EQUESTED BUDGET 2027-28		EQUESTED BUDGET 2028-29		QUESTED BUDGET 2029-30	- 1	EQUESTED BUDGET 2030-31		TOTAL PROJECT COSTS	FL	OUTSIDE UNDING TICIPATED
OTHER CITY FUNDS		2024-23	20	24-23	_	2023-20		2020-27		2027-20		2020-23	•	2023-30		2030-31		CO313	AIVI	IICII AILL
Airport Fund																				
Airport	\$	601,028	\$	58,000	\$	986,000	\$	25,000	\$	1,065,000	\$	106,000	\$	25,000	\$	452,000	\$	2,717,000	ŝ	2,404,87
Acquire Land for Approach (E65, E66)									\$	135,000							\$	135,000	څ	128,25
All-Weather Station					\$	15,000											\$	15,000	څ	15,00
Construct 10-Unit T Hangar									\$	905,000							\$	905,000	ڎ	859,75
Construct Runway 18/36 Pavement Rehab	\$	396,743			\$	481,000											\$	481,000	ۮ	481,00
Construct Runway 18/36 Rehab Engineering					\$	43,500											\$	43,500	ڎ	43,50
Construct Taxiway A Rehab															\$	427,000	\$	427,000	ۮ	405,6
Design 10-Unit T Hangar	\$	68,000			\$	74,000											\$	74,000	ڋ	70,3
Design Runway 18/36 Pavement Rehab	\$	48,000	\$	48,000													\$	48,000	ذ	45,6
Gas Pumps (2) Replacement					\$	75,000											\$	75,000	ڋ	75,0
Hangar Paint (Sidewalls - Hangar Row A)					\$	25,000											\$	25,000		
HVAC - Maintenance Hangar	\$	25,000			\$	25,000											\$	25,000		
Pavement Crack Sealing	\$	43,285			\$	40,000											\$	40,000	ڋ	40,0
Sitework Construction T Hangar					\$	172,500											\$	172,500	ڎ	163,8
Tree Trimming/Removal	\$	10,000	\$	10,000	\$	25,000	\$	25,000	\$	25,000	\$	25,000	\$	25,000	\$	25,000	\$	160,000		
Tree Trimming/Removal (E65, E66)											\$	81,000					\$	81,000	;	76,9
Water Leak Repair - Skydive Hangar	\$	10,000			\$	10,000											\$	10,000		
Airport Fund Total	\$	601,028	\$	58,000	\$	986,000	\$	25,000	\$	1,065,000	\$	106,000	\$	25,000	\$	452,000	\$	2,717,000	ذ	2,404,8
Boat Launch Fund																				
Harbor Island Boat Launch											\$	1,300,000					\$	1,300,000	څ	850,0
Boat Launch Reconstruction											\$	1,300,000					\$	1,300,000	à	850,0
Boat Launch Fund Total											\$	1,300,000					\$	1,300,000	.	850,0
City Sewer Fund																				
Engineering	\$	119,283	\$	119,182	\$	53,168	\$	49,698									\$	222,048		
Columbus - Fourth to Beacon	\$	13,300		15,000	•		\$	49,698									\$	64,698		
Fulton - First to Fifth	\$	64,983		63,182	\$	53,168											\$	116,350		
Second - Fulton to Elliott	\$	41,000		41,000	-	,											\$	41,000		
Construction	Ś	685,146			Ś	1,155,437	\$	965,994									\$	2,908,577		
Columbus - Fourth to Beacon	·	,	•	. ,	•	, ,	\$	965,994									Ś	965,994		
Fulton - First to Fifth	\$	385,146	\$	385.146	\$	1,155,437		,									\$	1,540,583		
Second - Fulton to Elliott	\$	300,000		402,000	•	,, -											Ś	402,000		
City Sewer	\$	475,000		,	\$	440.000	Ś	2.869.802	Ś	1.503.937	Ś	2,055,337	Ś	1.066.895	Ś	10,000	\$	8,220,971		
5 Mile Hill Tower Replacement	\$	200,000	•	.,	\$	250,000		,,		,,		,,	•	, ,		-,	Ś	250,000		
Asset Management Plan	\$	25,000	\$	25,000	\$	25,000	Ś	25,000	Ś	10,000	Ś	10,000	Ś	10,000	Ś	10,000	\$	115,000		
Camera Trailer Equipment (Camera 1)		.,	•	-,	\$	165,000		.,	•	-,	•	-,	•	-,	•	-,	Ś	165,000		
Columbus - Beacon to Albee						,					\$	906,478					\$	906,478		
Elliott - Fifth to Despelder									\$	850,523	•	,					\$	850,523		
Elliott - Second to Fifth							\$,							\$	935,575		
Grant - Beacon to Beechtree								,-					Ś	1,056,895			\$	1,056,895		
Harbor - Franklin to Howard							Ś	747,000						,,			\$	747,000		
Harbor - Prospect to Grand							-		\$	372,026							\$	372,026		
Lake Ave - Prospect to Woodlawn									\$	84,908	\$	566,117					\$	651,025		
Madison - Despelder to Ferry									\$	186,480	Ÿ	500,117					\$	186,480		
Seventh - Clinton to Beacon							\$	912,227	_	100,100							\$	912,227		
Sewer Main Lining	\$	250,000	¢	250,000			\$	250,000			\$	300,000					\$	800,000		
Woodlawn & Albee	Y	250,000	Ÿ	250,000			Ÿ	250,000			\$	272,742					\$	272,742		
Lift Stations					\$	600,000			\$	600,000	ڔ	2/2,/42	ć	8,600,000			\$	9,800,000		
Adams Street Force Main Replacement					Ψ.	000,000			,	000,000				7,000,000			\$	7,000,000		
Bil Mar Lift Station Replacement													\$	800,000			\$	800,000		
Escanaba Park Lift Station Replacement													\$	800,000			\$	800,000		
Harbor Lift Station Replacement									ė	600,000			Ų	800,000			\$	600,000		
Robbins Lift Station Replacement					\$	600,000			Ş	000,000							\$			
City Sewer Fund Total	<u> </u>	1 270 420	ė 1	101 220	-		ċ	2 005 404	ć	2 102 027	ć	2 055 227	ć	0 666 905	ċ	10.000	-	600,000		
•	\$	1,279,429	<u>۽</u> 1,	,101,328	Ş	2,246,005	Ş	3,003,494	Ş	2,103,937	Ş	2,055,337	Ş	5,000,895	Ş	10,000	\$	21,151,596		
City Water Fund	4	100.000		44 400	<u>,</u>	07.450											,	121 242		
Engineering	\$	100,690		44,188		87,152											\$	131,340		
Columbus - Fourth to Beacon	\$	26,596		22,094		17,576											\$	39,670		
Fulton - First to Fifth	\$	22,094	\$	22,094		17,576											\$	39,670		
Taylor - Sheldon to Kooiman	\$	52,000			\$	52,000											\$	52,000		

		ORIGINAL BUDGET 2024-25		ROJECTED BUDGET 2024-25		EQUESTED BUDGET 2025-26	R	BUDGET 2026-27	1	EQUESTED BUDGET 2027-28	REQUESTED BUDGET 2028-29	REQUESTED BUDGET 2029-30	REQUESTED BUDGET 2030-31	TOTAL PROJECT COSTS	OUTSIDE FUNDING ANTICIPATED
Construction	Ś	508,136		108,136		324,407	Ś			2027-20	2028-23	2023-30		\$ 832,543	ANTICIPATEL
Fulton - First to Fifth	\$	108,136		108,136		324,407	Ť	.00,000						\$ 432,543	
Taylor - Sheldon to Kooiman	\$	400,000		100,150	Ť	52.,.07	\$	400,000						\$ 400,000	
Construcion	Y	400,000					\$							\$ 1,931,989	
Columbus - Fourth to Beacon							\$							\$ 1,931,989	
City Water	\$	335,000	ć	160,263	ć	875,000			ć	1 832 073	\$ 4.012.876	\$ 1,604,255		\$ 11,657,852	¢
5 Mile Hill Tower Replacement	\$	200,000	-	100,203	\$	250,000	Ţ	3,103,303	Ţ	1,032,073	7 4,012,070	3 1,004,233		\$ 250,000	,
Asset Management Plan	Ś	25,000		25,000		25,000	\$	25,000	¢	10,000	\$ 10,000	\$ 10,000		\$ 115,000	
Columbus - Beacon to Albee	Ţ	23,000	Ų	23,000	Ų	23,000	ڔ	23,000	ب	,	\$ 737,824	7 10,000	. ,	\$ 737.824	
Duncan Ct to Taylor Ave Water Main Loop	Ś	110,000	¢	135,263							7 737,024			\$ 135,263	
Elliott - Fifth to Despelder	Ţ	110,000	Ų	133,203							\$ 692,280			\$ 692,280	
Elliott - Second to Fifth							\$	692,280			3 052,280			\$ 692,280	
							Ş	092,260				\$ 994,255			
Grant - Beacon to Beechtree								435.157				\$ 994,255		\$ 994,255 \$ 435.157	
Harbor - Franklin to Howard							\$	435,157	_	500 544				, -	
Harbor - Prospect to Grand									\$	698,514	ć 120101C			\$ 698,514	ć
Lake Ave - Prospect to Woodlawn						500.053			\$	195,252	\$ 1,301,946			\$ 1,497,198	>
Lead Service Line Replacements - Area A	\$	-			\$	600,000								\$ 600,000	
Lead Service Line Replacements - Area B							\$	600,000						\$ 600,000	
Lead Service Line Replacements - Area C									\$	600,000				\$ 600,000	
Lead Service Line Replacements - Area D											\$ 600,000			\$ 600,000	
Lead Service Line Replacements - Area E												\$ 600,000		\$ 600,000	
Mulligan's Hollow Water Main Replacement							\$							\$ 456,346	
Seventh - Clinton to Beacon							\$	954,602						\$ 954,602	
Washington - Ferry to Albee									\$	328,307				\$ 328,307	
Woodlawn & Albee											\$ 670,826			\$ 670,826	
City Water Fund Total	\$	943,826	\$	312,587	\$	1,286,559	\$	5,495,374	\$	1,832,073	\$ 4,012,876	\$ 1,604,255	\$ 10,000	\$ 14,553,724	\$
Local Streets Fund															
Construction	\$	291,797	\$	306,797	\$	317,233	\$	1,515,852			\$ 1,479,688	\$ 2,196,788		\$ 7,476,432	
Elliott - Fifth to Despelder									\$	1,193,074				\$ 1,193,074	
Elliott - Second to Fifth							\$	1,193,074						\$ 1,193,074	
Grant - Beacon to Beechtree												\$ 1,874,187		\$ 1,874,187	
Madison - Despelder to Ferry									\$	138,567				\$ 138,567	
Sidewalk repair - Quadrant 1, NW	\$	20,000	\$	35,000							\$ 25,000			\$ 60,000	
Sidewalk repair - Quadrant 2, NE					\$	40,000						\$ 25,000		\$ 65,000	
Sidewalk repair - Quadrant 3, SE							\$	40,000						\$ 40,000	
Sidewalk repair - Quadrant 4, SW									\$	40,000				\$ 40,000	
Street Resurfacing	\$	271,797	\$	271,797	\$	277,233	\$	282,778	\$	288,433	\$ 294,202	\$ 297,601		\$ 1,712,044	
Woodlawn - Ferry to Griffin											\$ 1,160,486			\$ 1,160,486	
Administration & General	\$	12,500	\$	12,500			\$	5,000	\$	5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 37,500	
Asset Management Plan	\$	12,500	\$	12,500			\$	5,000	\$	5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 37,500	
ocal Streets Fund Total	\$	304,297	\$	319,297	\$	317,233	\$	1,520,852	\$	1,665,074	\$ 1,484,688	\$ 2,201,788	\$ 5,000	\$ 7,513,932	
Major Streets Fund															
Engineering	\$	88,501	Ś	90,201	Ś	34,118	Ś	69,678						\$ 193,997	
Columbus - Fourth to Beacon	\$	13,300		15,000	·	.,	\$	49,678						\$ 64,678	
Columbus - Railroad Crossing Conversion	.	,00	_	-,0			\$	10,000						\$ 10,000	
Franklin - Railroad Crossing Conversion							\$	10,000						\$ 10,000	
Fulton - First to Fifth	\$	42,889	Ś	42,889	\$	34,118	Y	10,000						\$ 77,007	
Traffic Signal - Beechtree & Robbins	\$	32,312		32,312	Ÿ	0.,110								\$ 32,312	
Construction	\$	551,598		520,208	Ś	317 232	¢	8 833 303	¢	5.788 432	\$ 5,965,665	\$ 297,601		\$ 21,722,532	\$ 12,430,7
Beacon Boulevard Improvements	,	331,330	Ţ	320,200	Ţ	317,233	Ţ	0,000,000	Ţ	5,700,732	- 5,505,005	÷ 257,001			\$ 10,000,0
Beechtree Nonmotorized Path Improve	\$	185,283	¢	106,562										\$ 106,562	÷ 10,000,0
Columbus - Beacon to Albee	Ş	103,203	ې	100,302							\$ 1,444,961			\$ 1,444,961	
							ė	965,994			, 1,444,501			\$ 1,444,961	
Columbus - Fourth to Beacon							\$								
Columbus - Railroad Crossing Conversion							\$	100,000						\$ 100,000	
Franklin - Railroad Crossing Conversion							\$	125,000						\$ 125,000	A 446:-
Fulton - First to Fifth							\$							\$ 1,015,000 \$ 1,935,993	\$ 1,104,7
Harbor - Franklin to Howard															

		RIGINAL BUDGET		ROJECTED BUDGET		EQUESTED BUDGET	R	REQUESTED BUDGET		EQUESTED BUDGET	R	EQUESTED BUDGET		UESTED IDGET		QUESTED JDGET	TOTAL PROJECT		OUTSIDE FUNDING
	2	2024-25		2024-25		2025-26		2026-27		2027-28		2028-29	20	29-30	20	030-31	COSTS	AN	NTICIPATEI
Lake Ave - Prospect to Woodlawn									\$	624,950	\$	4,166,502				\$			
Seventh - Clinton to Beacon							\$	4,328,628								\$	4,328,628	\$	1,000,0
Sidewalk repair - Quadrant 1, NW	\$	20,000	\$	35,000							\$	20,000				\$	55,000		
Sidewalk repair - Quadrant 2, NE					\$	40,000										\$	40,000		
Sidewalk repair - Quadrant 3, SE							\$	40,000								\$	40,000		
Sidewalk repair - Quadrant 4, SW									\$	40,000						Ş	40,000		
Storm Sewer Lining							\$	40,000			\$	40,000				Ş	80,000		
Street Resurfacing	\$	271,797	\$	271,797	\$	277,233	\$	282,778	\$	288,433	\$	294,202	\$	297,601		Ş	1,712,044		
Traffic Signal - Beechtree & Robbins	\$	64,518	\$	106,849												\$	106,849	\$	326,0
Washington - Ferry to Albee									\$	1,135,049						Ş	1,135,049		
Washington Banner Poles	\$	10,000														\$	-		
Administration & General	\$	12,500	\$	12,500			\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000			
Asset Management Plan	\$	12,500		12,500			\$	•	\$	•	\$	5,000	•	5,000	-	5,000 \$			
Major Streets Fund Total	Ś	652,599	\$	622,909	\$	351 351						5,970,665		302,601		5,000 \$		\$	12,430,7
Marina Fund	т.	,	-	,	-	,	-	-,,	-	-,,,	т.	-,-:-,	т	,	т	-, ,	,	-	,,.
Municipal Marina					\$	361.125	Ś	2,731,985	Ś	1.546.575	Ś	1.722.610				\$	6,362,295	Ś	1,525,0
Fish Cleaning Station Renovation - ADA Access					Ÿ	301,123	\$		Ÿ	_,540,575	Y	_,,,				3			25,0
Marina Barge							\$	21,000								9		Y	23,0
•					\$	361,125	Ç	21,000									,		
Marina Commercial Dock Replacement - permits, design, bidding and construction Marina Docks Phase 3A - Conceptual design, permits, design, bidding and construction	n				ې	301,125	ċ	2,660,985								\$		¢	500,0
							Ş	2,000,965	<u>_</u>	1,546,575									
Marina Docks Phase 4B - Conceptual design, permits, design, bidding and construction									Ş	1,546,575	4	1,722,610				<u> </u>			500,0
Marina Docks Phase 5C - Conceptual design, permits, design, bidding and construction	on								_		•								500,0
Marina Fund Total					\$	361,125	Ş	2,731,985	\$	1,546,575	\$	1,722,610				\$	6,362,295	\$	1,525,0
Motorpool Fund									_		_								
Public Safety Motorpool	\$	832,500		169,000		870,000			\$	220,000		170,000		175,000		175,000 \$			
Admin/Detective/Fire Marshal Vehicles	\$	40,000		55,000	\$	110,000	Ş	60,000	Ş	60,000	Ş	60,000	\$	60,000	\$	60,000 \$			
Apparatus Garage Concrete Repair			\$	6,000												\$			
Apparatus Garage Soffit Repair	\$	40,000	\$	40,000												\$	-,		
Garage Door Replacement					\$	60,000										\$,		
Meridian Trailer with Barricades							\$	130,000								\$			
New Garage	\$	700,000			\$	700,000										\$			
Patrol Vehicles Replacement	\$	52,500					\$	110,000	•	110,000	\$	110,000	\$	115,000	\$	115,000 \$			
Truck 971 Rescue Replacement									\$	50,000						\$			
Truck 972 Replacement			\$	68,000												\$			
R.V. Terrill Building	\$	120,000	\$	61,500	\$	10,000	\$	340,000	\$	1,300,000						\$	1,711,500		
Building Remodel & Renovation Addition					\$	10,000	\$	10,000	\$	1,300,000						\$	1,320,000		
Cold Storage Building Addition							\$	130,000								\$	130,000		
Cold Storage Building Roof Replacement							\$	75,000								\$	75,000		
Fire Suppression/Alarm System Upgrade, Risk Management	\$	60,000	\$	60,000												\$	60,000		
Garage Doors (5) Replacement	\$	60,000	\$	1,500												\$	1,500		
HVAC System Replacement							\$	125,000								\$	125,000		
Motorpool	\$	626,000	\$	406,300	\$	462,000	\$	1,080,000	\$	364,000	\$	425,000	\$	601,000	\$	985,000	4,323,300		
1 Ton Dump Truck (35-15)	\$	70,000	\$	70,000												\$	70,000		
1 Ton Dump Truck (6-13)	\$	70,000	\$	70,000												Ş	70,000		
1 Ton Dump Truck (7-15)	\$	70,000					\$	75,000								\$			
1 Ton Service Truck (65-16)							\$	55,000											
2007 Monroe Spreader (50-16C)								-,	\$	14,000						5			
2011 Swenson Salt Spreader									Ś	10,000						9	,		
2016 Barber Sweeper									-	,0			Ś	65,000		3	-,		
2016 Cat Loader (60-16)											\$	300,000	•	,,,,,,,			,		
2016 Cat Loader (61-16)											+		Ś	300,000		Ş			
2018 Dodge Ram (10-18)											\$		Ý	300,000		\$			
3/4 Ton Truck (21-19)											ڔ	30,000			\$	60,000			
3/4 Ton Truck (21-19)															\$	60,000 \$			
3/4 Ton Truck (24-19) 3/4 Ton Truck (8-15)					\$	50,000									ې				
					Ş	50,000										\$			
							_	EE 000											
3/4 Ton Truck w/ Plow (28-15) 3/4 Ton Truck w/ Plow (9-16)							\$									Ş			

	ORIGINAL BUDGET 2024-25	Е	ROJECTED BUDGET 2024-25	-	QUESTED BUDGET 2025-26		EQUESTED BUDGET 2026-27	- 1	EQUESTED BUDGET 2027-28	Е	QUESTED BUDGET 2028-29	E	QUESTED BUDGET 2029-30		EQUESTED BUDGET 2030-31		TOTAL PROJECT COSTS	FU	OUTSIDE UNDING TICIPATED
5 Ton Dump Truck (48)												\$	200,000			\$	200,000		
5 Ton Dump Truck (50-16)														\$	230,000	\$	230,000		
5 Ton Dump Truck (58-18)														\$	230,000	\$	230,000		
5 Ton International (50-16)						\$	180,000									\$	180,000		
Airport Snow Push Box										\$	8,000					\$	8,000		
Arrow Board										\$	8,000					\$	8,000		
Asphalt Mini Mill (85-1)										\$	20,000					\$	20,000		
Backhoe (63-13)				\$	150,000											\$	150,000		
Broom (84-D)										\$	9,000					\$	9,000		
Bucket Truck (42)	\$ 250,000	\$	103,000	\$	162,000											\$	265,000		
City Manager Vehicle				\$	35,000											\$	35,000		
Generator (101)						\$	60,000									\$	60,000		
Generator (102)						\$	60,000									\$	60,000		
John Deere Gator (200-09)												\$	16,000			\$	16,000		
Kubota Tractor (49)								\$	100,000							\$	100,000		
Lawn Mowers (qty 3)						\$	45,000			\$	50,000			\$	55,000		150,000		
Parks Trailer (107)												\$	10,000			\$	10,000		
Parks Trailer (110)												\$	10,000			\$	10,000		
Property Acquisition						\$	75,000									\$	75,000		
Sign Machine				\$	20,000											\$	20,000		
Skidsteer Push Box				\$	25,000											\$	25,000		
Small Bucket Truck (44-14)						\$	70,000									\$	70,000		
Smithco Sweepstar 60 (80)				\$	20,000											\$	20,000		
Snow Blower for Loader (127)								\$	240,000							\$	240,000		
Street Sweeper (52-15)						\$	250,000									\$	250,000		
Vac Con Flush Truck (45-14)														\$,	\$	350,000		
Wacker Loader (83)	\$ 85,000	\$	85,000													\$	85,000		
Wacker Loader (84)						\$	85,000									\$	85,000		
Water Materials Trailer	\$ 5,000		5,000													\$	5,000		
Wing Plow (for Trucks)	\$ 26,000	-	23,300			\$	25,000									\$	48,300		
Motorpool Fund Total	\$ 1,578,500	\$	636,800	\$	1,342,000	\$	1,720,000	\$	1,884,000	\$	595,000	\$	776,000	\$	1,160,000	\$	8,113,800		
Harbor Island Remediation Fund																			
Harbor Island	1,250,000	-	1,302,450				20,500,000				500,000	-	500,000			•	43,802,450		2,548,520
Environmental Remediation	\$ 1,250,000			\$	500,000	\$	500,000	\$	500,000	\$	500,000	\$	500,000			\$	3,780,000		2,500,000
Planning for Future Use		\$	22,450													\$	22,450	\$	48,520
Restoration/Redevelopment						-	20,000,000						======			\$	40,000,000		
Harbor Island Remediation Fund Total	\$ 1,250,000	Ş	1,302,450	Ş	500,000	Ş	20,500,000	Ş	20,500,000	\$	500,000	Ş	500,000			\$	43,802,450	\$	2,548,520
General Fund																			
DPW - Parking Lots				\$	6,000											\$	6,000		
Parking Lot Irrigation				\$	6,000											\$	6,000		
DPW - ROW & Sidewalks	\$ 12,500	-	12,500	-	12,500		12,500		12,500	-	12,500	-	12,500	•	12,500	•	87,500		
Street Tree Planting (100 trees per year)	\$ 12,500		12,500		12,500		12,500		12,500		12,500		12,500		12,500		87,500		
General Fund Total OTHER CITY FUNDS Total	\$ 12,500 6,622,179			\$	18,500		12,500		12,500		12,500		12,500		12,500		93,500 127,562,325	ė,	10 750 150
OTHER CITT FONDS TOTAL	\$ 0,022,179	Þ	4,443,0/1	Þ	7,411,5/3	Þ	44,/33,2/5	ə :	30,402,391	γ	1,,755,076	Þ .	2,002,039	Þ	1,034,300	. ڊ	127,302,325	ر ڊ	19,759,158

	В	RIGINAL UDGET 024-25	В	ROJECTED BUDGET 2024-25		EQUESTED BUDGET 2025-26		EQUESTED BUDGET 2026-27	В	QUESTED BUDGET 2027-28		QUESTED BUDGET 2028-29	E	QUESTED BUDGET 2029-30	E	QUESTED BUDGET 2030-31	ı	TOTAL PROJECT COSTS		OUTSIDE FUNDING NTICIPATED
NTERGOVERNMENTAL/OTHER FUNDS										-027 20				-0-0				555.5		
NOWS																				
NOWS	\$	209,300	\$	100,250	\$	257,000	\$	1,370,000	\$	432,000	\$	140,000	\$	175,000	\$	3,000,000	\$	5,474,250		52,650,0
Backup Generator Lake MI Pump Station																	\$	-		1,500,0
Backup Generator WTP																	\$	-	\$	1,500,0
Backwash Return Pumps (2)			\$	6,500			\$	16,000									\$	22,500		
Backwash Tank Exterior Painting							\$	30,000									\$	30,000		
Building Security Access Software/Hardware			\$	9,000													\$	9,000		
Chemical Application Feed Pumps (4)					\$	35,000											\$	35,000		
Chlorine Bulk Tanks (2) and Day Tank							\$	130,000									\$	130,000		
Compressor(s) Main Line Dryer Replacement			\$	5,700													\$	5,700		
Filter Media Inspection & Replacement									\$	20,000							\$	20,000		
Filter Press - Plate Fabric Replaced (2)	\$	14,000	\$	14,000			\$	14,000									\$	28,000		
Filter Weir Repair	\$	20,000	\$	20,000													\$	20,000		
Finished Line #2 Reconstructed w/ Mag Meter									\$	180,000							\$	180,000		
Flocculation Tank Drive Seals Replacement							\$	30,000									\$	30,000		
Flocculation Tank Structural Repair																	\$	-	\$	150
Heating & Cooling Hardware/Software Upgrade	\$	15,000	\$	15,000	\$	15,000											\$	30,000		
HSP # 1,4,5 Valve Controller Conversion											\$	100,000					\$	100,000		
HVAC Mechanicals Updated									\$	60,000							\$	60,000		
Intake Design Work																	\$	-	\$	1,500
Mag. 30" Flow Meter Replacement											\$	40,000					\$	40,000		
New Intake Expansion Project																	\$		Ś	20,500
SCADA Upgrade License & Computer Upgrade (5 yr plan)	\$	130,000			\$	150,000											\$	150,000		,
Swan Turbidity Units - 10 Total	\$	8,300	\$	5,250	\$	57,000											\$	62,250		
Vertical Turbine Pump Motor Overhaul	\$	10,000		10,000		,			\$	12,000							\$	22,000		
Vertical Turbine Pump Motor VFD Replacement	т.	,	т.				\$	150,000		160,000			\$	175,000			\$	485,000		
Vertical Turbine Pump Overhaul							-		-				-	,			\$	-		
VTP VFD Professional Recommissioning, 3 units, low lift station	\$	12,000	Ś	5,950													Ś	5,950		
Water Plant Expansion and Updates	т.	,	т.	-,													\$		\$	23,000
Water Plant Upgrades and Expansion Design							\$	1,000,000							Ś	3,000,000	\$	4,000,000		4,000
Water Treatment Plant Roof							Υ.	2,000,000								3,000,000	\$	-	-	500
WTP Main Boiler Gasket Repair			Ś	8,850													\$	8,850	Ť	500
NOWS Total	\$	209,300		100,250	\$	257 000	ς	1,370,000	\$	432,000	\$	140,000	\$	175 000	\$	3,000,000		5,474,250	\$	52,650
Sewer Authority	Ť	203,500	7	100,250	Ÿ	237,000	Υ.	1,570,000	Ÿ	102,000	Ÿ	110,000	Ψ	175,000	Ψ	3,000,000	Ψ	3, 17 1,230	Ť	32,030
Sewer Authority	\$	180,000	¢	304,013	Ġ	703,000	¢	625,000	¢	899,000	¢	286,000	¢	319,000	¢	450,000	¢	3,586,013	¢	13 300
Act Sludge Bldg Roof Replace/Wall Tuckpoint	\$	40,000	-	17,479	7	703,000	7	023,000	7	033,000	7	200,000	Υ	313,000	Υ	430,000	\$	17,479	•	13,300
Aeration Air Headers	\$	20,000		15,625													\$	15,625		
Asphalt Front Parking Lot	\$	40,000		40,000													\$	40,000		
Blower Replacement for Aeration	Y	40,000	Y	40,000											Ś	450,000	-	450,000		
Control Bldg Wall Tuckpoint/Seal			Ś	60,731											Y	430,000	\$	60,731		
Electrical Aeration Controls & Monitoring			Ų	00,731	\$	70,000											\$	70,000		
					\$	75,000	خ	30,000									\$	105,000		
Final Clarifier Launder Coatings & Scum Pits (4) GHPS Generator					Ş	75,000	Ş	30,000	Ś	200,000							\$			
					\$	20,000			ş	200,000							\$	200,000		
GHPS Roof					Ş	20,000	4	40.000										20,000		
NE Primary Clarifier Replacement							\$	40,000		F0.000							\$	40,000		
New Surveillance System								=====	\$	59,000							\$	59,000		
North Thickener Rehab							\$	50,000									\$	50,000		
NW Primary Clarifier Replacement			\$	24,300													\$	24,300		
Primary Bldg Roof Replace/Wall Tuckpoint	\$	40,000	\$	17,479													\$	17,479		
Primary Clarifier Steel & Launder Coatings & Baffle/Weird Replacement & Scum Pits	(2)																\$	-	,	
Regional Solids Handling Building - 15% Stake																	\$	-	\$	5,500
Replace MCC-3, Install SCADA in Act Sludge Bldg									\$	390,000							\$	390,000		
SCADA & Electrical Improvements Prim Bldg											\$	242,000					\$	242,000		
SCADA & Electrical Improvements Sludge Storage													\$	319,000			\$	319,000		
SLPS Generator									\$	200,000							\$	200,000		
Solids Handling Improvement - Dewatering & Dryer																	\$	-	\$	7,800
South Thickener Rehab									\$	50,000							\$	50,000		
Storage Garage "Frank" Wall Improvements			\$	88,216													\$	88,216		

	0	RIGINAL	PI	ROJECTED	RE	QUESTED	RE	EQUESTED	R	EQUESTED	RE	QUESTED	R	EQUESTED	R	REQUESTED	TOTAL		OUTSIDE
	В	UDGET		BUDGET	Е	BUDGET		BUDGET		BUDGET		BUDGET		BUDGET		BUDGET	PROJECT		FUNDING
	2	024-25	:	2024-25	2	2025-26		2026-27		2027-28		2028-29		2029-30		2030-31	COSTS	ΑI	NTICIPATED
Upgrade Control Bldg Electrical Distribution Equipment							\$	215,000									\$ 215,000		
Upgrade Control Bldg SCADA System							\$	290,000									\$ 290,000		
Upgrade Site SCADA Communication Network					\$	203,000											\$ 203,000		
Work Vehicle	\$	40,000	\$	40,183	\$	35,000					\$	44,000					\$ 119,183		
WWTP Standby Generator					\$	300,000											\$ 300,000		
Sewer Authority Total	\$	180,000	\$	304,013	\$	703,000	\$	625,000	\$	899,000	\$	286,000	\$	319,000	\$	450,000	\$ 3,586,013	\$	13,300,000
INTERGOVERNMENTAL/OTHER FUNDS Total	\$	389,300	\$	404,263	\$	960,000	\$	1,995,000	\$	1,331,000	\$	426,000	\$	494,000	\$	3,450,000	\$ 9,060,263	\$	65,950,000
Grand Total	\$ 1	0,182,179	\$	7,556,704	\$ 1	.0,348,973	\$.	51,589,475	\$	39,760,591	\$ 1	19,204,076	\$	18,545,339	\$	5,791,200	\$ 152,796,358	\$	88,676,451

CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN SPECIAL CITY COUNCIL WORK SESSION MONDAY, MARCH 3, 2025

The Special Work Session of the Grand Haven City Council was called to order at 6:30 p.m. by Mayor Bob Monetza in the Council Chambers of City Hall, 519 Washington Ave.

Present: Council Members Mike Fritz, Karen Lowe, Mayor Pro-tem Kevin McLaughlin, and Mayor Bob Monetza.

Absent:

Others Present: City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City Manager Dana Kollewehr, Public Safety Director Nichole Hudson, and Waterfront/Special Events Manager Brian Jarosz.

PRESENTATIONS

Students from the Future Prep'd program through Grand Haven High School presented on their 2025 project. The student's guiding question for their project was "What strategies and tools can the City of Grand Haven and MSDDA create and implement to attract and retain resilient businesses, connect property owners with new businesses to strengthen the downtown, and, assist small business owners with succession planning?"

Executive Director Tracy Riley of the Coast Guard Festival presented plans for the 2025 Grand Haven Coast Guard Festival. The festival will be taking place from July 25, 2025, through August 3, 2025.

ADJOURNMENT

Mayor Monetza adjourned the meeting	g at 7:08 p.m.
Robert Monetza, Mayor	Maria Boersma, City Clerk

CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN REGULAR CITY COUNCIL MEETING MONDAY, MARCH 3, 2025

The Regular Meeting of the Grand Haven City Council was called to order at 7:30 p.m. by Mayor Bob Monetza in the Council Chambers of City Hall, 519 Washington Ave.

Present: Council Members Mike Fritz, Karen Lowe, Mayor Pro-tem Kevin McLaughlin, and Mayor Bob Monetza.

Absent:

Others Present: City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City

Manager Dana Kollewehr, Finance Director Emily Greene, Streets & Utilities Manager Michael England, Waterfront & Special Events Manager

Brian Jarosz, Human Resources Manager Amanda Burnett.

INVOCATION/PLEDGE OF ALLEGIANCE

Pastor Michael Hughes, St. Matthew Lutheran Church.

APPOINTMENTS

25-041 Council Member **Fritz** moved, seconded by Council Member **Lowe** to appoint Amanda Pretzer to the Human Relations Commission with a term end of June 30, 2027.

Roll Call Vote:

This motion carried unanimously.

APPROVAL OF CONSENT AND REGULAR AGENDAS

25-042 Council Member **Lowe** moved, seconded by Council Member **Fritz** to approve the agendas as presented.

Roll Call Vote:

This motion carried unanimously.

FIRST CALL TO AUDIENCE

Julia Norton, 803 Lake Ave: Commented on the closure of Mary A. White Elementary School.

Robin Cook: Commented on the closure of Mary A. White Elementary School.

Julie, Grand Haven Township Resident: Commented on the closure of Mary A. White Elementary School.

Mike Westbrook, 423 Lafayette: Commented on the closure of Mary A. White Elementary School.

Adam, Buchanan Street: Shared he was available to answer questions for his proposed event that will be discussed in item New Business B.

Cathy McNally, 100 Franklin: Commented on the proposed FY 2025/2026 fee schedule regarding rental fees.

Sheila McNally, 100 Franklin: Commented on the proposed FY 2025/2026 fee schedule regarding rental fees.

Steve Daitch, 615 S Griffin: Commented on the closure of Mary A. White Elementary School. Joe, 322 Grand: Commented on the closure of Mary A. White Elementary School.

Darrell Johnson 414 Grant: Commented on the closure of Mary A. White Elementary School.

PRESENTATION

Finance Director Emily Greene presented the first draft of the proposed FY 2025/2026 fee schedule. The main changes proposed affect the short-term and long-term rental fees. These changes were based on the actual cost of staff time to manage the short-term and long-term rental programs.

CONSENT AGENDA.

25-043 Approve the Regular City Council Meeting Minutes of February 17, 2025.

25-044 Approve the bill's memo in the amount of \$834,128.17.

Attachment A

- **25-045** Award a contract for the Beechtree Parking Lot Project to McCormick San of Twin Lake, MI in the amount of \$220,774.00, with the City's portion being the budgeted amount of \$137,859.86, and authorize the Mayor and City Clerk to execute the necessary documents.
- **25-046** Approve a request by Oddside Ales to use three parallel parking spots on First Street for their 15th Anniversary Party for the band's van and trailer.
- **25-047** Approve a contract with Redline Excavating of Holland, MI in the budgeted amount of \$401,466.75 for the Second Street Sanitary Sewer Improvements Project and authorize the Mayor and City Clerk to execute the necessary documents.
- **25-048** Approve an easement with the Grand Haven-Spring Lake Sewer Authority for the vacated northern portion of Columbus Ave adjacent to their property.

Regular City Council Meeting Minutes Monday, March 3, 2025 Page 3

Council Member **Fritz** moved, seconded by Council Member **Lowe** to approve the Consent Agenda as presented.

Roll Call Vote:

This motion carried unanimously.

NEW BUSINESS

25-049 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin** to award the Harbor Island Coal Yard Closure project to TL Contracting, Inc. located in Lansing, Michigan in the not to exceed amount of \$673, 303.10, and authorize the Mayor and City Clerk to execute the necessary documents.

Roll Call Vote:

This motion carried unanimously.

25-050 Mayor Pro-tem **McLaughlin** moved, seconded by Council Member **Fritz** to approve a new event, Christ is King Festival, on August 23, 2025, allowing use of the waterfront area and the Lynn Sherwood Waterfront Stadium, allowing up to a \$500 discount as outlined in the City's Special Event Policy, and authorize the Mayor and City Clerk to execute the necessary documents.

Roll Call Vote:

This motion carried unanimously.

REPORT BY CITY COUNCIL

Council Member Fritz shared he would like to see the Department of Public Works cleanup sidewalks after large snow events. Council Member Fritz shared he is concerned about the closure of Mary A. White Elementary School.

Council Member Lowe shared he is concerned about the closure of Mary A. White Elementary School.

Mayor Monetza shared a statement regarding the recent discussion regarding Sanctuary Cities conducted by the Human Relations Commission at their most recent meeting. City Council did not direct the discussion on Sanctuary Cities nor is there a pending resolution regarding the item. The Human Relations Commission has the ability to create its own agendas but only has the ability to advise City Council.

CITY MANAGER REPORT

Regular City Council Meeting Minutes Monday, March 3, 2025 Page 4

Assistant City Manager Dana Kollewehr gave an update on the Chinook Pier Development. The City has been working closely with Copper Rock on crafting a plan for the project to move forward. The hope is to tentatively break ground in the calendar year 2025 after the approval process has been completed.

City Manager Ashly Latsch reminded the City Council and the public that the Budget Work Session will be taking place on Tuesday, April 16, 2025.

CALL TO AUDIENCE SECOND OPPORTUNITY

Mike Westbrook: Thanked the City Council for their feedback on the closure of Mary A. White Elementary School.

Mike Weavers, 637 Lake Ave: Commented on the closure of Mary A. White Elementary School, commented on the conditions of city streets, and commented on the proposed FY 2025/2026 fee schedule regarding rental fees.

Tony, 608 Washington: Commented on the proposed FY 2025/2026 fee schedule regarding rental fees.

CLOSED SESSION

Mayor Pro-tem **McLaughlin** moved, seconded by Council Member **Fritz** to enter Closed Session at 8:41 p.m. to discuss labor negotiations, pursuant to MCL 15.268, Sec. 8(1)(c) of the Open Meetings Act.

Roll Call Vote:

This motion carried unanimously.

Mayor Pro-tem **McLaughlin** moved, seconded by Council Member **Lowe** to exit Closed Session at 9:20 p.m.

Roll Call Vote:

This motion carried unanimously.

ADJOURNMENT

After hearing no further business, May	or Monetza adjourned the meeting at 9:21 p.m.
Robert Monetza, Mayor	Maria Boersma, City Clerk

Attachment A

To: Ashley Latsch, City Manager From: Emily Greene, Finance Director CM Date: RE: Bills From Payables Warrant NEW 03.03.25

NEW			ACH	
FUND	FUND	WARRANT	WARRANT	
NUMBER	NAME	02.19.25	02.19.25	TOTALS
101	General Fund	\$66,605.53	\$19.117.12	\$85,722.65
151	Cemetery Fund	\$0.00	\$0.00	\$05,722.05
202	Major Street Fund	\$1,397.64	\$5,608.98	\$7.006.62
203	Local Street Fund	\$549.26	\$3,997.31	\$4,546.57
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$4,750.34	\$14,468.80	\$19,219.14
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$5,580.51	\$0.00	\$5,580.51
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$4,802.00	\$11,175.00	\$15,977.00
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$0.00
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00
509	Sewer Authority Operations	\$9,828.52	\$6,673.90	\$16,502.42
	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00
	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00
	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00
	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00
	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00
	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$19,753.01	\$6,771.25	\$26,524.26
	NOWS Plant Debt	\$0.00	\$0.00	\$0.00
	NOWS Replacement	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$2,331.69	\$0.00	\$2,331.69
590	City Sewer Fund	\$129,692.32	\$1,359.48	\$131,051.80
591	City Water Fund	\$57,049.02	\$7,505.61	\$64,554.63
594	City Marina Fund	\$200.50	\$0.00	\$200.50
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$12,591.05	\$995.24	\$13,586.29
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$0.00
679	Health Benefit Fund	\$0.00	\$0.00	\$0.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00
703 704	Tax Collection Fund	\$376,250.85 \$0.00	\$65,073.24 \$0.00	\$441,324.09 \$0.00
704	Payroll Fund		AND LONG TO	A10
		\$691,382.24	\$142,745.93	\$834,128.17

\$834,128.17 Total Approved Bills \$441,324.09 Minus eligible bills for release without prior approval. including Utility, \$392,804.08 Retirement, Insurance, Health Benefit, and Tax Collection Funds

To: Ashley Latsch, City Manager From: Emily Greene, Finance Director CM Date:

03.17.25

RE: Bills From Payables Warrant

NEW FUND NUMBER	FUND NAME	WARRANT 03.05.25	ACH WARRANT 03.12.25	WARRANT 03.12.25	CREDIT CARD WARRANT 03.11.25	TOTALS
101	General Fund	\$30,217.80	\$58,674.86	\$44,932.30	\$11,249.94	\$145,074.90
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$0.00	\$1,892.81	\$5,918.36	\$683.19	\$8,494.36
203	Local Street Fund	\$0.00	\$789.27	\$1,978.01	\$683.17	\$3,450.45
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$3,583.50	\$0.00	\$0.00	\$3,583.50
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$9,759.25	\$0.00	\$9,759.25
245	Downtown TIF	\$0.00				
246	GLTIF Spec Rev Fund	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev			\$0.00	\$0.00	\$0.00
272	UTGO Inf Spec Rev Fund	\$430.94 \$0.00	\$0.00	\$491.79	\$1,250.54	\$2,173.27
273	그게 있습니다 그리지 않는데 하다 가는 이번 시간에 되었다면 하다.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	LTGO Bond Rev Fund	7.30 2.30	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$751,613.00	\$0.00	\$0.00	\$751,613.00
373	LTGO Debt	\$0.00	\$382,800.00	\$0.00	\$0.00	\$382,800.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$394,000.00	\$0.00	\$0.00	\$394,000.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$59,804.27	\$0.00	\$0.00	\$59,804.27
394	Downtown TIF Debt	\$0.00	\$318,339.85	\$0.00	\$0.00	\$318,339.85
401	Public Improvements Fund	\$0.00	\$17,040.00	\$70,821.83	\$0.00	\$87,861.83
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$2,042.00	\$0.00	\$0.00	\$2,042.00
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$222.03	\$0.00		
509					\$845.43	\$1,067.46
	Sewer Authority Operations	\$42,064.49	\$2,950.04	\$2,449.44	\$16.48	\$47,480.45
	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0222	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$88.56	\$4,370.35	\$584,033.70	\$0.00	\$588,492.61
	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$1,164.56	\$240.57	\$190.78	\$0.00	\$1,595.91
590	City Sewer Fund	\$931.04	\$4,038.99	\$22,159.64	\$183.00	\$27,312.67
591	City Water Fund	\$77.26	\$6,530.36	\$165,762.43	\$412.00	\$172,782.05
594	City Marina Fund	\$3,684.04	-\$12.23	\$649.91	\$955.37	\$5,277.09
597	City Boat Launch Fund	\$0.00	\$0.00	\$40.01	\$0.00	\$40.01
661	Motorpool Fund	\$9,641.82	\$108,357.33	\$10,614.98	\$490.81	\$129,104.94
677	Self Insurance Fund	\$0.00	\$0.00	\$12,807.27	\$0.00	\$12,807.27
678	OPEB/Retiree Benefits Fund	\$951.57	\$0.00	\$82,427.49	\$0.00	\$83,379.06
679	Health Benefit Fund	\$813.00	\$0.00	\$0.00	\$0.00	\$813.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$567.72	\$0.00	\$0.00	\$0.00	\$567.72
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$90,632.80	\$2,118,277.00	\$1,015,037.19	\$16,769.93	\$3,240,716.92

Grand Haven Memorial Airport

MEMO TO: Dana Kollewehr, Assistant City Manager

FROM: Tom Manderscheid

DATE: March 3, 2025

SUBJECT: Recommendation to Award Reconstruct Runway 18/36

BACKGROUND

The Grand Haven Airport has within their 2025/2026 Capital Improvement Plan to rehabilitate of the North/South Runway 18/36. Every three years MDOT AERO performs a Pavement Management Report for the asphalt surfaces of the runways and taxi lanes. We anticipate in 2025 that the report will reflect a Pavement Condition Index (PCI) rating of 61 which indicates a major rehabilitation of runway 18/36. To rehab the runway, we had planned to utilize our annual entitlement money of \$150,000 but MDOT is asking us to use our Bipartisan Infrastructure Grant (BIL) instead. MDOT is requesting each Airport to submit the BIL application by April 1, 2025. Prein & Newhof, the Airport Consultant, prepared bid specs. Bids were opened on January 28, 2025 and two (2) bids were received. Prein & Newhof reviewed and found that the low bidder was found to be responsive to the bid documents. The low bid was received from Reith –Riley Construction in the amount of \$480,621.60. Michigan Paving & Materials was the other bidder in the amount of \$522,419.20.

The funding will come from a Bipartisan Infrastructure Grant (BIL). Our local share will be 0% (95% Federal and 5% State. We are presently working with MDOT Aero to submit the BIL grant request.

The Notice of Award to Reith- Riley Construction only indicates they are the successful bidder and will be awarded a contract providing the City receives federal funding.

RECOMMENDATION

It is requested the City Council adopt a resolution approving a Notice of Award in the amount of \$480,621.60 to Reith-Riley Construction, 2100 Chicago Drive, Wyoming MI providing the City of Grand Haven receives federal funding for the project, authorizing the City Manager to execute the necessary documents.

Attachments



February 26, 2025 Reconstruct Runway 18/36 City of Grand Haven, Grand Haven Memorial Airpark (3GM) P&N No.: 2240311

RE: Recommendation to Award

Dear Mr. Tom Manderscheid:

Bids were received for the Reconstruct Runway 18/36 project on January 28, 2025. Two separate bids were received. Please find the bid tabulation enclosed for your reference.

The bids were as follows:

Rieth-Riley Construction \$480,621.60 Michigan Paving & Materials \$522,419.20

Rieth-Riley Construction is low bidder for the project in the amount of \$480,621.60. Bid documentation was reviewed, and the bidder was found to be responsive to the bid documents.

The low bid was below the engineer's estimate of probable cost of \$513,097.00.

Accordingly, we recommend awarding the project to Rieth-Riley Construction for \$480,621.60.

Funding will come from a BIL grant. The local share of the project will be 0% (95% Fed and 5% State). We will work with MDOT to submit the grant request.

Sincerely,

Prein&Newhof

Jon Van Duinen, P.E.

Enclosures: Project Bid Tabulation

In No -

Prein & Newhof Engineers - Surveyors - Environmental - Laboratory 3355 Evergreen Dr. NE Grand Rapids, MI 49525 t. (616) 364-8491 f. (616) 364-6955

Bid Tabulation

Owner:	177 C 177 M 111 1 (2010			lst		2nd	(4777)	
City of Gr Project Title	and Haven, Grand Haven Memorial Airpark (3GM)			Rieth-Rile	y Construction	Michigan Pa	ving & Materials	
Reconstru	ct Runway 18/36				Chicago Dr .	4880 36th Street SE		
Bid Date & 1	Time:	Project #:		Wyomin	g, MI 49519	Grand Rap	oids, MI 49512	
January 2	8, 2025 at 3:00 PM	2240311						
ltem No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	
1000400	Mobilization	1	LS	\$25,000.00	\$25,000.00	\$52,000.00	\$52,000.00	
1000410	Safety and Security	1	LS	\$38,000.00	\$38,000.00	\$70,000.00	\$70,000.00	
1000535	Permits	2,000	Dlr	\$1.00	\$2,000.00	\$1.00	\$2,000.00	
1007051	Misc. Contractor Quality Control Program (CQCP)	1	LS	\$26,600.00	\$26,600.00	\$41,250.00	\$41,250.00	
1257050	Adjust Existing Medium Intensity Base Mounted Light Elevation	4	Ea	\$1,200.00	\$4,800.00	\$625.00	\$2,500.00	
1257050	Adjust Existing Medium Intensity Stake Mounted Light Elevation	18	Ea	\$400.00	\$7,200.00	\$625.00	\$11,250.00	
2070235	Pulverize Bituminous Pavement	13,920	Syd	\$0.63	\$8,769.60	\$0.66	\$9,187.20	
2070550	Fine Grade & Compact Aggregate Base Course/Pulverized Bituminous Pavement	13,920	Syd	\$1.25	\$17,400.00	\$1.25	\$17,400.00	
4037031	MDOT HMA, 5EML	1,210	Ton	\$116.00	\$140,360.00	\$105.00	\$127,050.00	
4037031	MDOT HMA, 4EML	1,210	Ton	\$116.00	\$140,360.00	\$100.00	\$121,000.00	
6030510	Bituminous Tack Coat	2,700	Gal	\$3.00	\$8,100.00	\$2.50	\$6,750.00	
6200519	Airport Pavement Marking, 1/2 Rate, Solid, White, With Reflective Beads	5,180	Sft	\$1.15	\$5,957.00	\$1.15	\$5,957.00	
6200519	Airport Pavement Marking, 1/2 Rate, Solid, Yellow, With Reflective Beads	2,000	Sft	\$1.15	\$2,300.00	\$1.15	\$2,300.00	
6200534	Airport Pavement Marking, Solid, White, With Reflective Beads	5,180	Sft	\$1.85	\$9,583.00	\$1.85	\$9,583.00	
6200535	Airport Pavement Marking, Solid, Yellow, With Reflective Beads	2,000	Sft	\$1.85	\$3,700.00	\$1.85	\$3,700.00	
6200540	Surface Preparation	14,360	Sft	\$0.95	\$13,642.00	\$0.95	\$13,642.00	
6200540	Remove Airport Pavement Marking	200	Sft	\$3.00	\$600.00	\$3.00	\$600.00	
6200550	Reflective Media	900	Lb	\$4.50	\$4,050.00	\$4.50	\$4,050.00	
7517050	Adjust Drainage Structure Cover, As Specified	1	Ea	\$500.00	\$500.00	\$500.00	\$500.00	
9010523	Hydroseeding with Mixture and Rate, As Specified	1.0	Acre	\$1,850.00	\$1,850.00	\$1,850.00	\$1,850.00	
9050520	Topsoiling from Off-Site, Material Furnished by Contractor	300	Cyd	\$60.00	\$18,000.00	\$60.00	\$18,000.00	
9087012	Manufactured Mulch	1.0	Acre	\$1,850.00	\$1,850.00	\$1,850.00	\$1,850.00	
		•	Total Bid		\$480,621.60		\$522,419.20	



2100 Chicago Dr, Wyoming, MI 49519

4880 36th Street SE, Grand Rapids, MI 49512

Michigan Paving & Materials

2nd

Bid Tabulation Summary

\$522,419.20

Bid Date:		Bid Time (Local):	
January 28,	2025	3:00 PM	
Owner:			**
City of Gran	nd Haven, Grand Haven Memorial Airpark (3GM)		
Project Title:			
Reconstruct	t Runway 18/36		
Project #:		, , , , , , , , , , , , , , , , , , , ,	
2240311			
Number	Contractor Name	Bid Amoun	<u>it</u>
1st	Rieth-Riley Construction	\$480,0	521.60

	NOTICE	OF AWARD	
Date of Issuance:	MARCH 18, 2025		
Owner:	City of Grand Haven	Owner's Project No.:	
Engineer:	Prein&Newhof	Engineer's Project No.:	2240311
Contract Name:	Reconstruct Runway 18/36, Gra	and Haven Memorial Airpark	
Bidder:	Rieth-Riley Construction		
Bidder's Address:	2100 Chicago Dr, Wyoming, MI	49519	
	at Owner has accepted your Bid d sful Bidder and will be awarded a	ated <u>January 28, 2025</u> for the above Contra Contract for:	act, and that
	Reconstruct Runway 18/36,	Grand Haven Memoriał Airpark	
Work consists of a r	new pavement for Runway 18/36	•	
on the provisions of		521.60. Contract Price is subject to adjustme imited to those governing changes, Unit Pri dicable.	
	erparts of the Agreement accomp made available to Bidder electror	any this Notice of Award, and one copy of thically.	he Contract
You must comply w	ith the following conditions:		
1. Deliver to C)wner [3] counterparts of the Agr	eement, signed by Bidder (as Contractor).	
payment bo	onds) and insurance documentati	ntract security (such as required performan on, as specified in the Instructions to Bidder Iitions, Article 6, and Insurance Specification	rs and in
further noti further noti within 15 d counterpart	ice from Owner. Contractor shall ice from Owner. Contractor mus ays of further notice from Owne	nd 2 as noted above shall not be complete not procure materials, insurance, or bond t comply with the conditions of this Notice r. Further notice, along with the unexecute rided by the Owner after federal funding is I may be withdrawn.	ing until of Award ed
	ith these conditions within the tir Notice of Award, and declare your	ne specified will entitle Owner to consider y Bid security forfeited.	you in
counterpart of the A		ditions, Owner will return to you one fully si ditional copies of the Contract Documents a	-
Owner:	City of Grand Haven		
By (signature):			
Name (printed):	Ashley LATSCH		

Title:

City of Grand Haven Department of Public Works 616-847-3493



MEMORANDUM

TO: Ashley Latsch, City Manager

FROM: Derek Lemke, Facilities and Grounds Manager

DATE: March 7, 2025

SUBJECT: Bicentennial Retaining Wall

The Department of Public Works solicited and opened bids for the Grand Haven Bicentennial Park Retaining Wall Project, bids were received on February 19, 2025. The scope of this project is the removal of the existing timber piling wall located between Snug Harbor and the Riverview Deck and replacement with a RediRock retaining wall. The intent is for work to commence no earlier than March 18, 2025, substantially complete by May 9, 2025, and fully complete with the work by May 16, 2025.

Seven bids were received for the project. The bid tabulation is included for your review. The low bid was submitted by Ryerson Brothers Excavating of Muskegon, MI. Ryerson Brothers Excavating has a proven track record of successful retaining wall projects in numerous communities statewide and City staff are confident in their ability to complete this project.

It is the recommendation of City staff that the Council approve a professional services contract with Ryerson Brothers Excavating in the amount of \$43,830.00, and authorize the Mayor and City Clerk to execute the necessary documents.

ADVERTISEMENT FOR BIDS

CITY OF GRAND HAVEN BICENTENNIAL RETAINING WALL PROJECT

The City of Grand Haven (Owner) is requesting Bids for the construction of the following Project:

Bicentennial Retaining Wall Project Engineer Project No. 24-1770

Sealed bids for the Project will be received at the Clerk's Office in **Grand Haven City Hall** located at **519 Washington Avenue, Grand Haven, MI 49417** until **Wednesday, February 19, 2025,** at **10:00 AM** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Removal of the existing timber piling wall located at parcel 70-03-20-406-009 (between Snug Harbor and the Riverview Deck) in Grand Haven, MI, and replacement with a Redi-Rock retaining wall.

Information and Bidding Documents for the Project can be found at the following designated website:

https://www.abonmarche.com/bids/

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Abonmarche Consultants 11 North 6th Street Grand Haven, MI 49417

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 AM – 5:00 PM and may obtain copies of the Bidding Documents from the Issuing Office as described below. Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a fee of \$25.00 for each set. Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges.

No pre-bid conference will be held for this project.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Grand Haven Engineer: Abonmarche Consultants

By: Derek Lemke By: Leah Bectel, PE
Title: Facilities Manager Title: Project Manager

Date: **January 29, 2025**

INDEX OF SHEETS			
SHT NO. DESCRIPTION			
1	TITLE SHEET		
2	STANDARD DETAILS, NOTES AND CROSS SECTIONS		
3	EXISTING CONDITIONS AND REMOVALS PLAN		
4	PROPOSED SITE IMPROVEMENTS AND GRADING PLAN		
5	SOIL EROSION AND SEDIMENTATION CONTROL PLAN		

CITY OF GRAND HAVEN BICENTENNIAL RETAINING WALL IMPROVEMENTS

GRAND HAVEN, MI



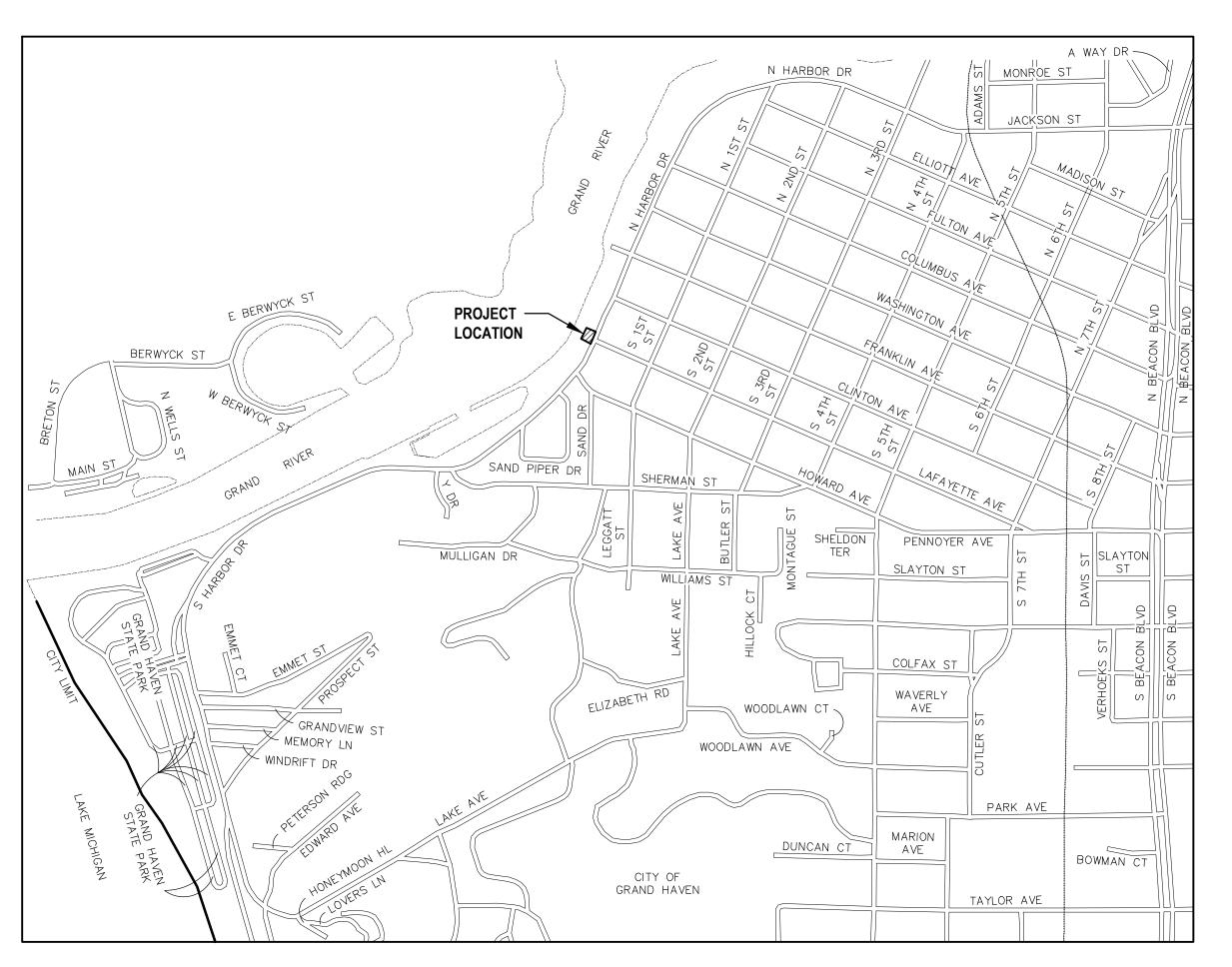
COUNTY KEY

CITY OF GRAND HAVEN OFFICIALS

MAYOR BOB MONETZA MAYOR PRO-TEM KEVIN MCLAUGHLIN COUNCILMEMBER KEVIN MCLAUGHLIN KAREN LOWE COUNCILMEMBER MICHAEL D. FRITZ COUNCILMEMBER COUNCILMEMBER VACANT CITY MANAGER ASHLEY LATSCH PUBLIC WORKS DIRECTOR DEREK GAJDOS CLERK MARIA BOERSMA

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH:

• MICHIGAN DEPARTMENT OF TRANSPORTATION, 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND SUPPLEMENTAL SPECIFICATIONS.



PROJECT LOCATION MAP

NOT TO SCALE

LOCAL UTILITIES

SEWER & WATER

CITY OF GRAND HAVEN PUBLIC WORKS 1120 JACKSON STREET GRAND HAVEN, MI 49417 MIKE ENGLAND (616) 847-3493

CABLE:

CHARTER COMMUNICATIONS
1433 FULTON ST
GRAND HAVEN, MI 49417
BRAD KULICAMP
(616) 607–2356

TELEPHONE:

AT&T
245 EAST 24TH STREET
HOLLAND, MI 49423
RICK ARENDSEN
(616) 392-7017

FIBER: COMCAST RACHEL GENTRY (248) 514-8613

CALL MISS DIG

1-800-482-7171 OR 811

Know what's below. Call before you

GRAND HAVEN BOARD

OF LIGHT AND POWER

GRAND HAVEN, MI 49417

1700 EATON DRIVE

ROBERT SHELLEY

(616) 607-1263

MICHIGAN GAS

TODD SUBKA

(616) 844-7519

PORTAGE, MI 49024

DUNCAN MACLEOD (616) 916-0055

1708 EATON DRIVE

GRAND HAVEN, MI 49417

WOLVERINE PIPE LINE COMPANY

8075 CREEKSIDE DRIVE, SUITE 210

FOR PROTECTION OF THE UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL MISS DIG A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING CONSTRUCTION OPERATIONS. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE "MISS DIG" ALERT



EDABONMARCHE

DATE: JANUARY 2025 ACI JOB #: **24-1770** SHT: **1** of **7** COPYRIGHT 2025 - ABONMARCHE CONSULTANTS, INC. Engineering · Architecture · Land Surveying

STANDARD LEGEND

- CB = CURB CATCH BASIN
- ∀ = FIRE HYDRANT
- = FOUND CAPPED IRON
- G = GAS LOCATION
- \bigcirc = GAS MARKER
- $^{\circ}_{SMH}$ = SANITARY MANHOLE O = SET IRON ROD
- \circ_{STMH} = STORM MANHOLE
- \varnothing_{UP} = UTILITY POLE
- $_{\otimes}$ = WATER VALVE

———— W ———— = EXISTING WATER MAIN

----->-----> = EXISTING STORM SEWER —— · — · — = OVERHEAD UTILITIES G — GAS MAIN/LINE ——— ⊤ — BURIED TELEPHONE

— → CHAINLINK FENCE

FOC --- BURIED FIBER OPTIC E — ELECTRICAL — — — = BURIED ELECTRICAL

PW = PROP WATER MAIN ---- WS ---- WS ---- = PROP WATER SERVICE ---- SS ----- SS ---- = PROP SANITARY SERVICE

---R/W - -R/W --- = RIGHT OF WAY

GENERAL NOTES:

- 1. MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION SHALL PREVAIL, UNLESS INDICATED
- THREE WORKING DAYS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL REQUEST THE LOCATIONS OF ALL UTILITIES BY CALLING MISS DIG. REGARDLESS OF DURATION, NO EXCAVATION WORK SHALL COMMENCE UNTIL SUCH TIME THAT THE MISS DIG REQUEST HAS CLEARED.
- ANY EXCESS/UNSUITABLE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND THEY SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF THIS MATERIAL.
- DEWATERING, IF REQUIRED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA PAYMENT SHALL BE MADE THEREFORE.
- 5. TREES NOT DESIGNATED FOR REMOVAL SHALL BE PROTECTED BY THE CONTRACTOR. DAMAGED TREES SHALL BE EVALUATED AND RESTORED AT THE CONTRACTORS EXPENSE. ALL TREES DAMAGED BEYOND SAVING AS DETERMINED BY THE ENGINEER SHALL BE REMOVED AND REPLACED WITH A NURSERY GROWN TREE AS SPECIFIED BY THE ENGINEER.

出 **ABONMAR**

CITY OF GRAND HAVEN
BICENTENNIAL RETAINING WALL
REPLACEMENT
OTTAWA COUNTY, MICHIGAN

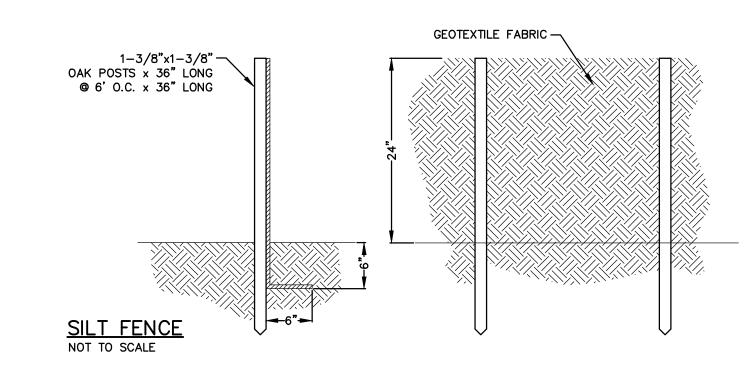
NOTES ONS STANDARD DETAILS, AND CROSS SECTION

TMV DESIGNED BY: APH PM REVIEW: SFL, LNB QA/QC REVIEW: SFL, LNB

JANUARY 2025

HORZ: AS NOTED VERT: AS NOTED ACI JOB #

24-1770 SHEET NO.



MISCELLANEOUS QUANTITIES THE FOLLOWING ITEMS OF WORK SHALL BE PERFORMED AS DIRECTED BY THE ENGINEER. THESE ITEMS ARE NOT DETAILS ON THE PLANS.

Item Description

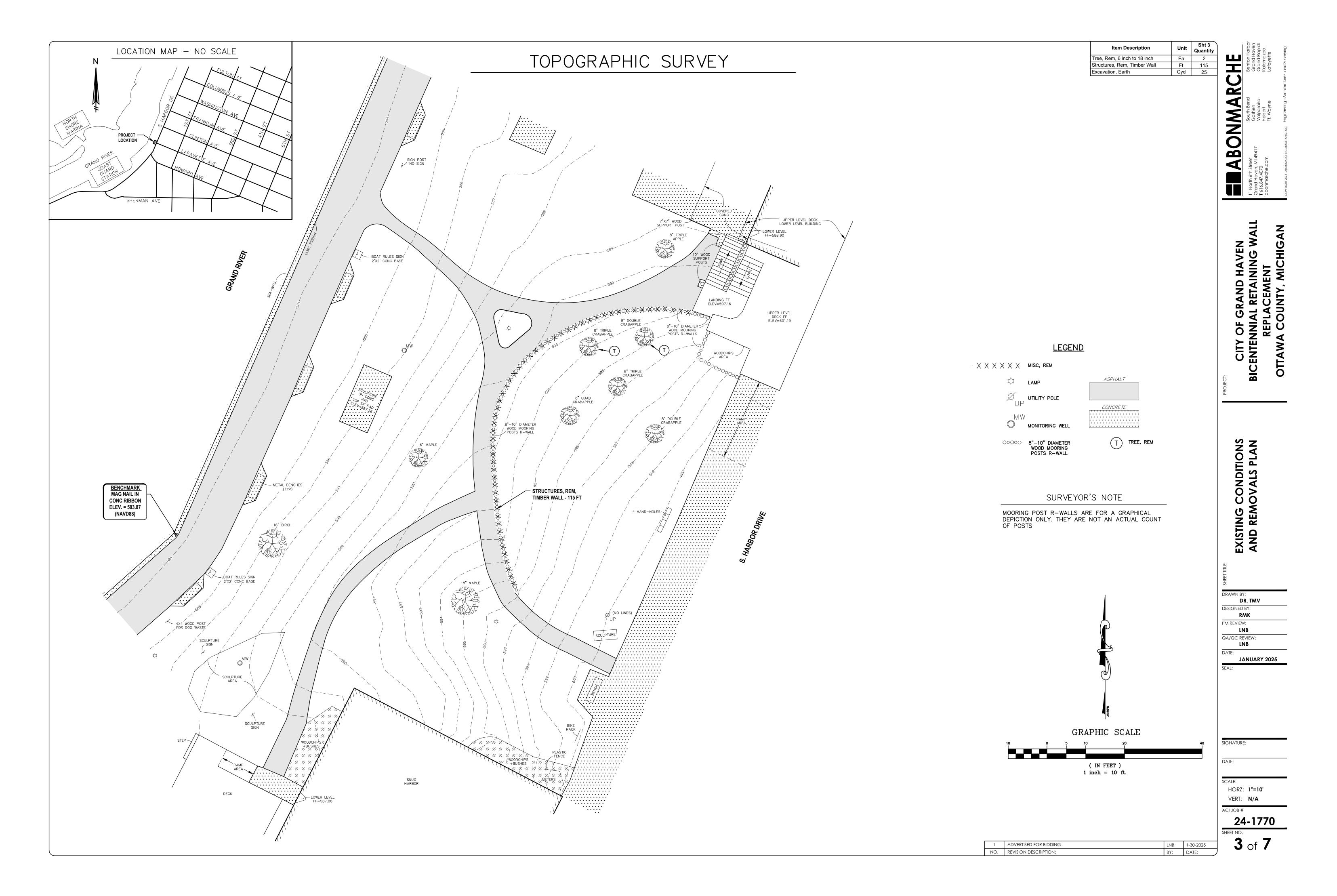
Mobilization, Max.

Temporary Traffic Control

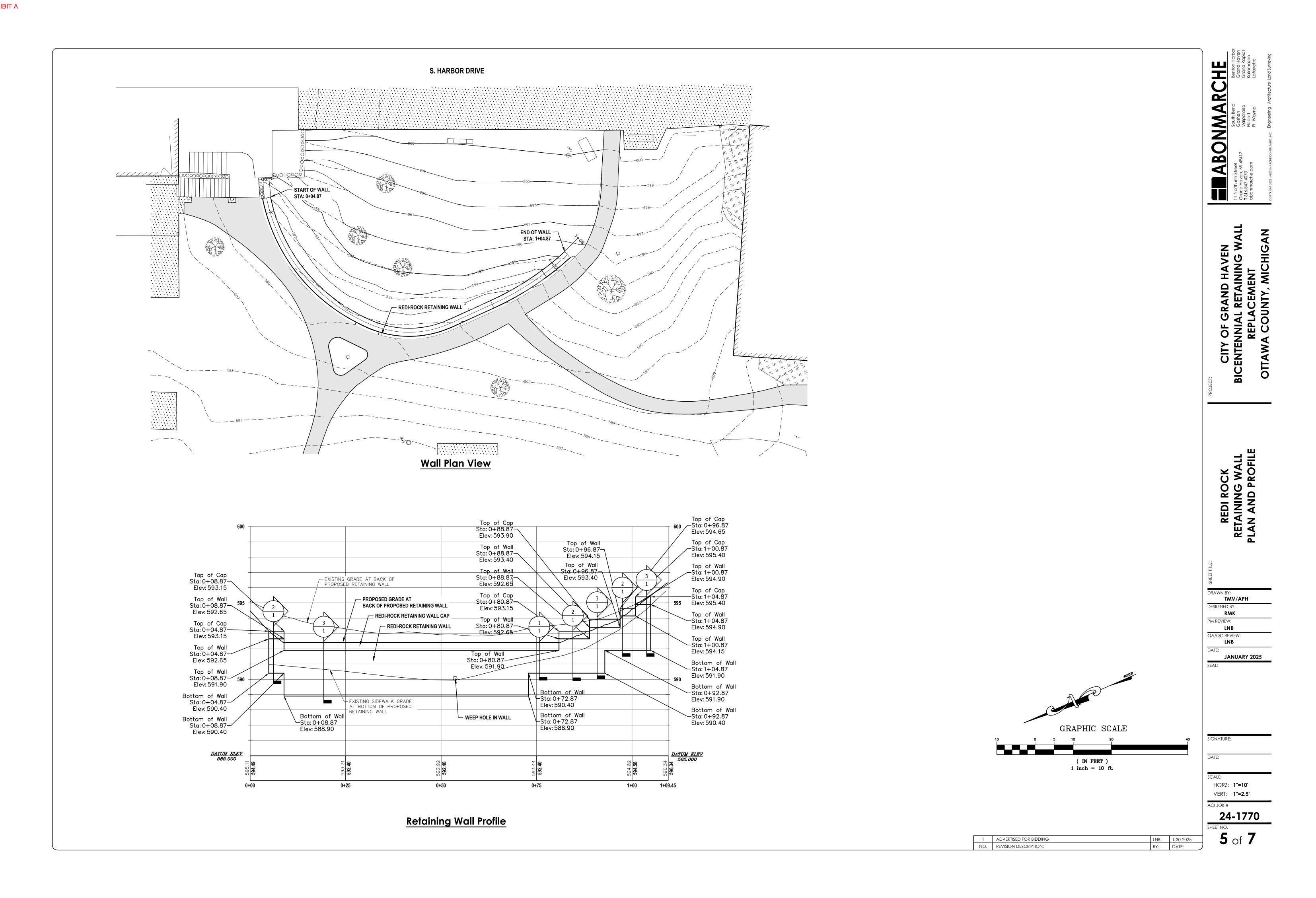
Unit Sht 2
Quantity

LSUM 1
LSUM 1

LNB 1-30-2025 BY: DATE: 1 ADVERTISED FOR BIDDING NO. REVISION DESCRIPTION:







Design Basis

- A. Building Code Used in the Design of this Structure: Michigan Building Code 2015.
- B. The Editions Referenced in the Building Code Listed Above Shall Apply for the Following Design Standards: 1. Concrete: ACI 318
- 2. Structural Steel: AISC Steel Construction Manual, LRFD/ASD
- 3. Wood: NDS for Wood Construction
- C. Soil Capacity (Assumed at Bottom of Footing) 1. Minimum Soil Bearing Pressure = 2,000 PSF
- 2. Contractor Must Verify that the Soils can Support this Pressure
- 3. Design Active Pressure = 45 PSF/FT (Contractor to Verify)
- D. Gravity Dead Loads 1. All Other = Actual Weights
- . Gravity Live Loads 1. Pedestrian Live Load = 100 PSF

- 1. Any Changes to the Structural Design must have Written Approval from the Engineer or the Certification May be Invalidated.
- 2. The Contractor Shall be Solely Responsible for Following Safety Precautions and Regulations.
- 3. The Contractor Shall be Solely Responsible for Methods, Techniques, Sequencing and Supervision of the Work.
- 4. These Drawings Indicate General Details of Construction. Where Conditions are not Specifically Detailed, Construction Similar to the Drawing Details Shall be Used, Unless Noted Otherwise.
- 5. The Contractor Shall use These Drawings Together with the Drawings and Specifications of all Other Disciplines on the Project and Shall Verify the Requirements of other Trades That Interface with the Structural Work.
- 6. These Drawings Represent the Finished Structure. It is the Sole Responsibility of the Contractor to Design, Install and Inspect Adequate and Safe Temporary Bracing, Shoring, etc. Required During Construction Until all Structural Work is Completed.
- 7. The Contractor Shall Comply with the Supplier's Manufacturing, Delivery, Handling, Storage and Erection Specifications for all Structural System Components.
- 8. The Current Editions of ASTM Standards and all References Shall Apply Unless Noted Otherwise.
- 9. Demolished Items Shall Become the Property of the Contractor and Shall be Removed from the Site, Unless Noted Otherwise.

B. Shop Drawings

- . The General Contractor Shall Review, Check and Coordinate the Shop Drawings and Submit a Review Stamped Set to the Engineer for Review Prior to Fabrication. Shop Drawings without a Contractor Review Stamp will be Rejected by the Engineer.
- 2. The Engineer will Review Shop Drawings only for Conformance with the Design Concept and General Compliance with the Drawings. The Contractor is Solely Responsible for Errors and Omissions Associated with the Preparation of Shop Drawings.
- 3. The Engineer Shall Review the Shop Drawings in Accordance with a Schedule Pre-Approved by the Engineer; or, in the Absence of a Schedule, in a Manner Deemed Timely by the Engineer.
- 4. As a Minimum, Submit the Following Applicable Shop Drawings for Review: (1) Concrete Mix Design Specifications; (2) Concrete Reinforcing Steel; (3) Load Bearing Masonry Reinforcing Steel; (4) Structural Steel; (5) Precast Concrete; (6) Redi Rock Wall Layout.

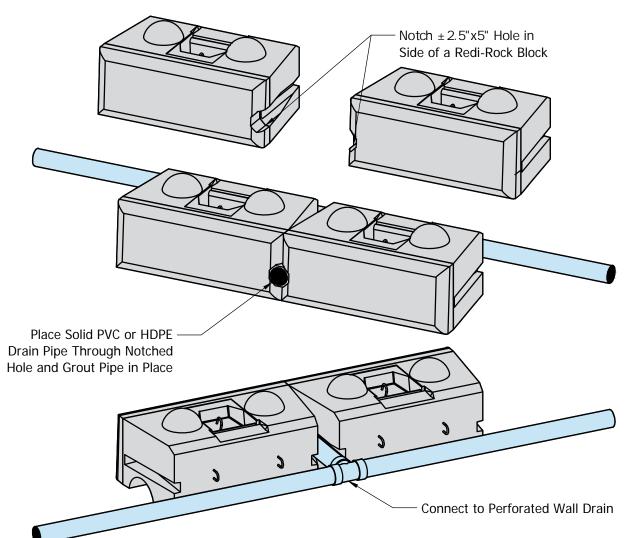
IV. CONCRETE

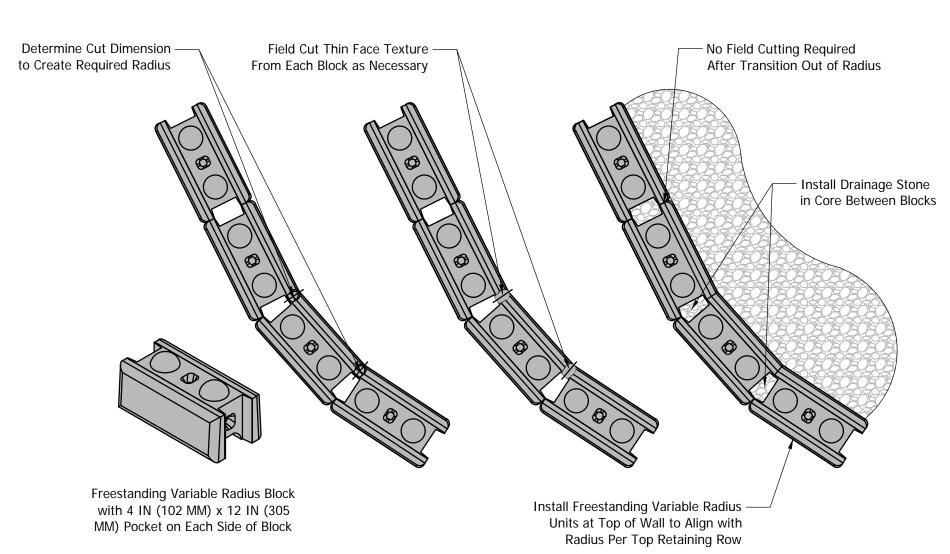
A. Cast-In-Place Concrete

- Applicable Specifications
- a. Structural Concrete: ACI 301 b. Hot Weather Concreting: ACI 305
- c. Cold Weather Concreting: ACI 306
- d. Concrete Mix: ACI 301
- e. Reinforcement Lap & Embedment Length: ACI 318 f. Reinforcement Detailing: ACI 315
- g. Welding Reinforcing Steel: AWS D1.4
- h. Portland Cement Concrete: ASTM C150 i. Aggregate: ASTM C33
- Reinforcing Steel: ASTM A615 k. Welded Wire Fabric, Min. 70 ksi Strength: ASTM A185
- I. Epoxy Coated Reinforcing Steel: ASTM A775 m. Admixtures: ASTM C494
- n. Air-Entraining Admixtures: ASTM C260 o. Ready-Mixed Concrete: ASTM C94
- 2. All Concrete Exposed Shall have a Minimum Strength of 4,000 PSI at 28 Days, Limestone Aggregate and 5%-8% Entrained Air
- 3. Minimum Concrete Cover for Reinforcing Steel:
- a. Cast Against & Permanently Exposed to Earth: 3" b. All Others Unless Shown on Plans: 2"
- 4. Steel Reinforcing Shall be Grade 60. Ties and Stirrups Shall be Grade 60.
- 5. Lap Continuous Reinforcing Steel with Class B Splices per LRFD Bridge Design Specifications, Unless Noted Otherwise.
- 6. Provide Plastic or Epoxy Coated Steel Supports for Reinforcing Steel to Insure Minimum Concrete Cover
- 7. Set Reinforcing Steel and Secure Prior to Placing Concrete. Vertical Dowels for Masonry Wall Reinforcing May be Floated in Place.
- 8. Reinforcing Steel Shall be Continuous at Corners. Extend Wall Vertical Reinforcing into Footings and Provide Dowels as Required.
- 9. Do not Field Bend Reinforcing Bars Embedded in Hardened Concrete.

III. Foundations

- 1. Footings Shall Bear on Undisturbed, Firm, Natural Soil or Compacted Fill Capable of Supporting the Minimum Soil Bearing Pressure Specified in the "Design Basis" Section of these Structural Notes. A Geotechnical Engineer/Testing Agency Shall Evaluate Foundation Excavations Prior to Placing
- 2. Contractor Shall Remove Unsuitable Soils from Below the Structure and Place Suitable Fill Material Under the Foundation Compacted to 100% Standard Proctor in 8" Maximum Lifts. A Geotechnical Engineer Licensed in the State Where the Project is Located Shall Test Compacted Fill Placed Under
- 3. Concrete Work Shall Conform to the Specifications in the "Cast-in-Place Concrete" Section of these Structural Notes.
- 4. If Footings are not Placed Immediately After Excavation, Install a 2" Thick Seal of Lean Concrete to Protect the Soil from Moisture Damage.



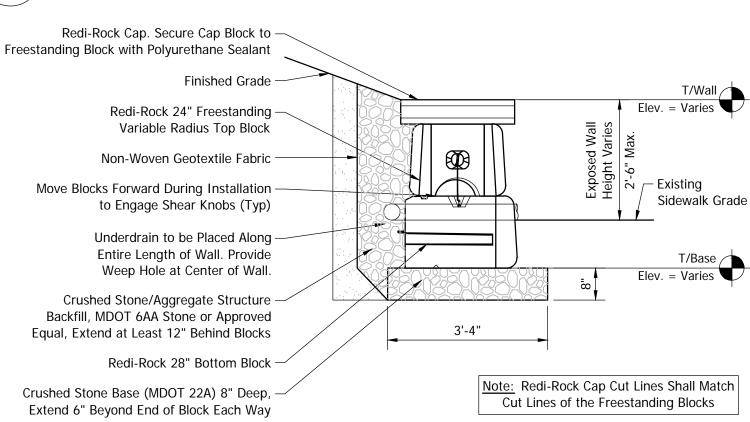


Note: Layout of Convex Curve Shown. For Concave Curves, Blocks will be Cut at the Wall Face.

5 Freestanding Variable Radius Curve Detail 7 Scale: 1/2" = 1'-0"

Wall Drain Weep Detail

/ Scale: 1/2" = 1'-0"



Modular Block Retaining Wall Section 7 $\int \text{Scale: } 1/2" = 1'-0"$

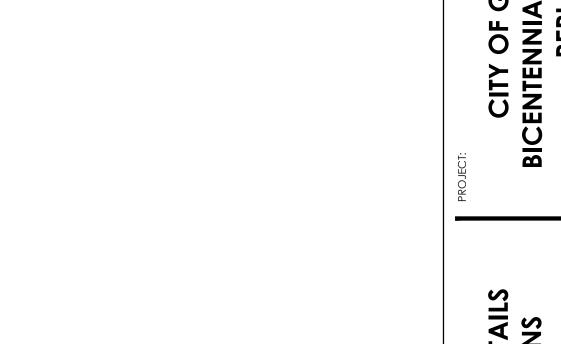
VIII. Modular Block Precast Retaining Wall

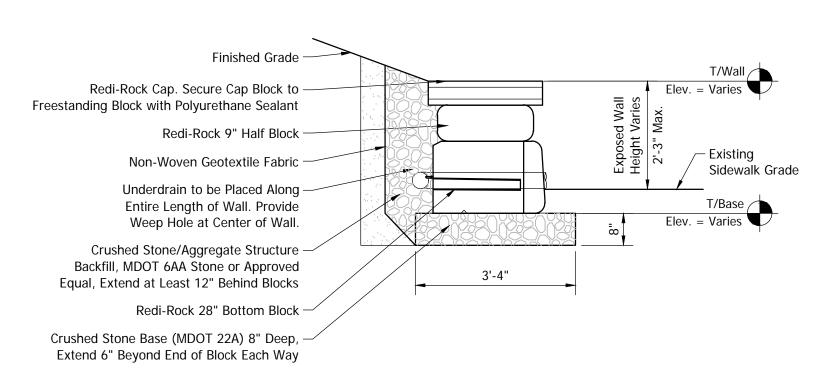
A. Modular Block Precast Retaining Wall

- . Modular block retaining wall to be constructed with precast concrete block units manufactured by a licensed Redi-Rock manufacturer per specifications.
- 2. The leveling pad shall be constructed to provide a level, hard surface on which to place the first course of precast modular block units.
- 4. The leveling pad shall bear on undisturbed, firm, natural soil or compacted fill capable of supporting the minimum soil bearing pressure specified in the "Design Basis" section of these structural notes. A geotechnical engineer/testing agency shall evaluate foundation excavations prior to placing
- 5. Drainage collection pipe shall be a 4" diameter, 3-hole perforated, HDPE pipe with a minimum pipe stiffness of 22 psi per ASTM D2412. Underdrain shall be placed along entire length of wall. Outlet drainage collection pipe around ends of wall and every 20' on center. Outlet drainage pipe shall be according to wall drain detail.
- 6. The contractor is responsible for the location and protection of all existing underground utilities.
- 7. A minimum of 12" of compacted, low-permeability fill shall be placed over the granular infill zone of the zone of the precast modular block retaining wall
- 8. All Redi-Rock blocks are to be moved forward during installation to engage shear knobs.
- 9. Drainage aggregate shall be placed in the V-shaped joints between adjacent blocks, and extend a minimum distance of 12" behind the block unit.
- 10. Soils for backfill shall be in accordance with MDOT Granular Material Class II.

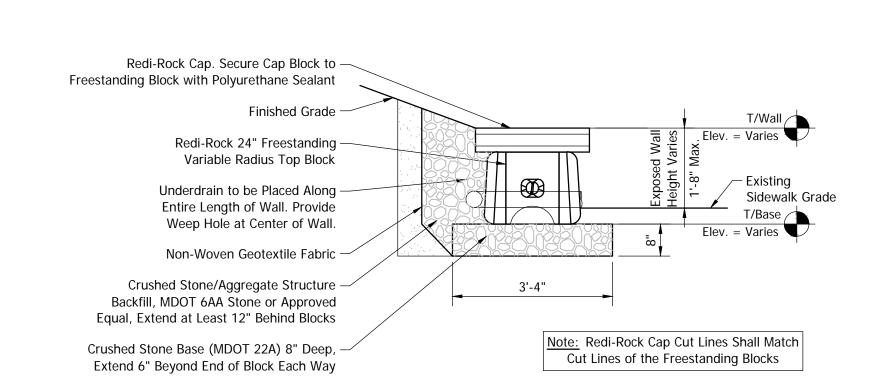
end of block each way unless noted otherwise on plan details.

11. Natural soils meeting MDOT Granular Material Class II specifications may be used for backfill.





2 Modular Block Retaining Wall Section 7 / Scale: 1/2" = 1'-0"



\ Modular Block Retaining Wall Section 7 / Scale: 1/2" = 1'-0"

LNB 1-30-2025 BY: DATE: 1 ADVERTISED FOR BIDDING NO. REVISION DESCRIPTION:

 \triangleleft 3. Leveling pad shall be a MDOT 22A crushed stone base sized per details on plans. Pad shall be a minimum 6" deep and extend a minimum 6" beyond \leq

MODULAR BLOCK I AND SPECIFICAT

KRV DESIGNED BY: APH PM REVIEW: SFL

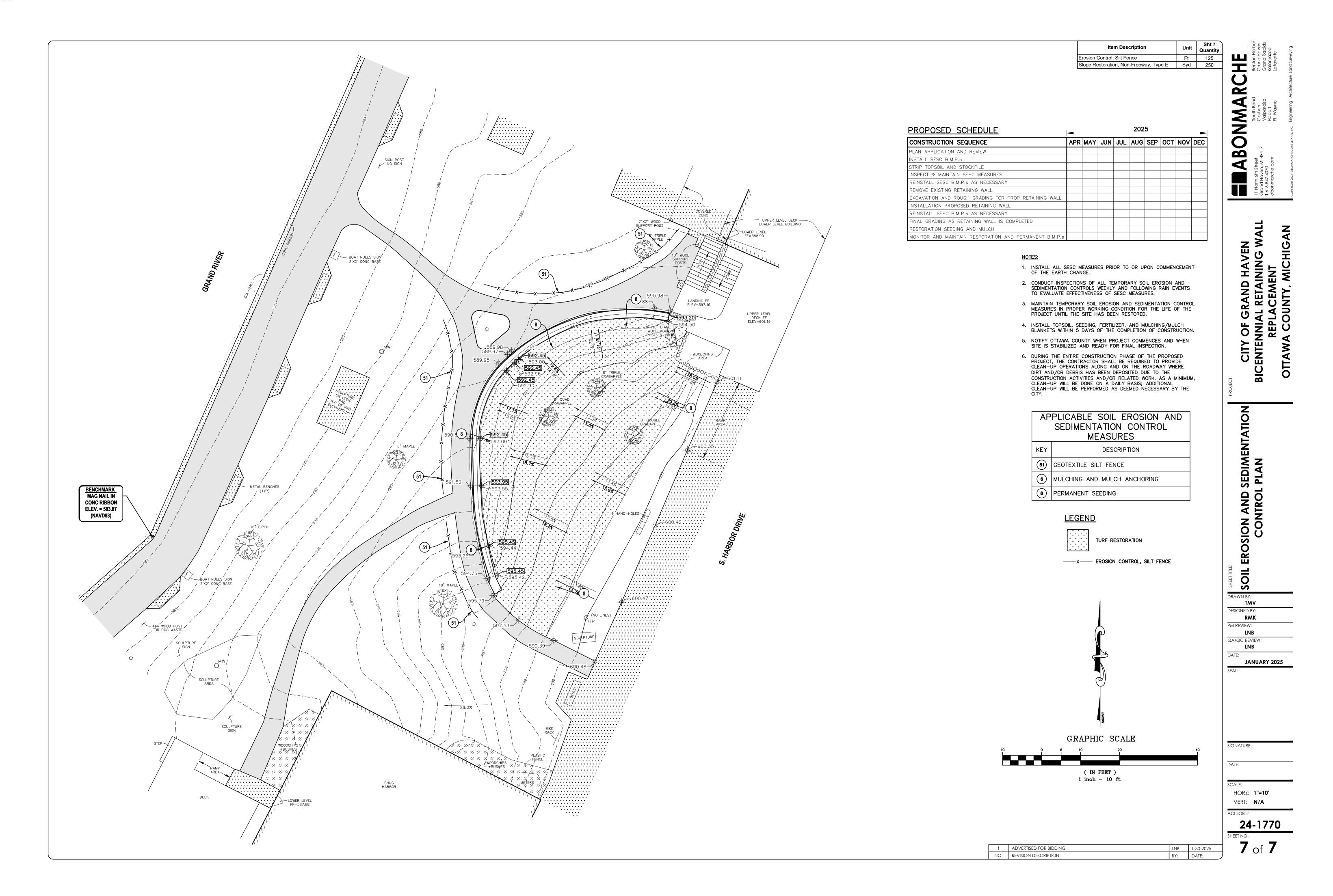
QA/QC REVIEW: SFL JANUARY 2025

SIGNATURE:

SCALE: HORZ: VERT:

ACI JOB # 24-1770

6 of 7



CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:



BICENTENNIAL RETAINING WALL PROJECT

OWNER:

CITY OF GRAND HAVEN

519 WASHINGTON AVENUE GRAND HAVEN, MICHIGAN 49417 P: (616) 842-3210

ENGINEER:

ABONMARCHE

11 N 6th STREET GRAND HAVEN, MICHIGAN 49417 P: (616) 847-4070

JANUARY 2025

ENGINEER PROJECT NO. 24-1770

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Rough Grading		
Excavation		
Modular Block Retaining Walls		
Temporary Traffic Control		
Structures, Rem, Timber Wall		
Slope Restoration, Non-Freeway		

ADVERTISEMENT FOR BIDS

CITY OF GRAND HAVEN BICENTENNIAL RETAINING WALL PROJECT

The City of Grand Haven (Owner) is requesting Bids for the construction of the following Project:

Bicentennial Retaining Wall Project Engineer Project No. 24-1770

Sealed bids for the Project will be received at the Clerk's Office in **Grand Haven City Hall** located at **519 Washington Avenue, Grand Haven, MI 49417** until **Wednesday, February 19, 2025,** at **10:00 AM** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Removal of the existing timber piling wall located at parcel 70-03-20-406-009 (between Snug Harbor and the Riverview Deck) in Grand Haven, MI, and replacement with a Redi-Rock retaining wall.

Information and Bidding Documents for the Project can be found at the following designated website:

https://www.abonmarche.com/bids/

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Abonmarche Consultants 11 North 6th Street Grand Haven, MI 49417

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 AM – 5:00 PM and may obtain copies of the Bidding Documents from the Issuing Office as described below. Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a fee of \$25.00 for each set. Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges.

No pre-bid conference will be held for this project.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Grand Haven Engineer: Abonmarche Consultants

By: Derek Lemke By: Leah Bectel, PE
Title: Facilities Manager Title: Project Manager

Date: **January 29, 2025**

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
 - A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 Electronic Documents

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner

that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

3. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A pre-bid conference will not be held for this project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 Site and Other Areas
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of

materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 Other Site-related Documents
 - No other Site-related documents are available.
- 5.04 Site Visit and Testing by Bidders
 - A. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
 - B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- C. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- D. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 Owner's Safety Program

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 Other Work at the Site

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Express Representations and Certifications in Bid Form, Agreement
 - A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
 - B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

A. Engineer: Abonmarche Consultants, Inc

Contact: Leah Bectel, PE Phone: (231) 299-2220

Email: lbectel@abonmarche.com

B. Technical questions must be submitted via email and shall be entitled "Bicentennial Retaining Wall Project - RFI."

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- A Bid must be accompanied by Bid security made payable to Owner in an amount of <u>five (5%)</u> percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of

- material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Bidders shall include with their bid a list of the Subcontractors or Suppliers proposed for the Project.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the

- Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 Unit Price

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- 3. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.02 Allowances

A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any),

EXHIBIT A

- and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

SECTION 00 41 43 BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to:
 City of Grand Haven Clerk's Office
 519 Washington Avenue
 Grand Haven, MI 49417
 www.grandhaven.org
 Phone (616) 842-3210
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of projects completed of similar nature in the past three (3) years, including installation of Redi-Rock brand retaining walls;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - F. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Non-Collusion Affadavit;

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
 - A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Bid Price
1	Mobilization, Max.	1	LSUM	\$	\$
2	Tree, Rem, 6 inch to 18 inch	2	Ea	\$	\$
3	Structures, Rem, Timber Wall	115	Ft	\$	\$
4	Excavation, Earth	25	Cyd	\$	\$
5	Site Grading	1	LSUM	\$	\$
6	Erosion Control, Silt Fence	125	Ft	\$	\$
7	Retaining Wall, Redi-Rock, Ledgestone	320	Sft	\$	\$
8	Temporary Traffic Control	1	LSUM	\$	\$
9	Slope Restoration, Non-Freeway, Type E	250	Syd	\$	\$
TOTAL			\$		

B. Bidder acknowledges that:

- 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
 - This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

EXHIBIT A

Bidder:	
	(typed or printed name of organization)
Ву:	(to divide all a signature)
Name:	(individual's signature)
	(typed or printed)
itle:	
)ata.	(typed or printed)
Date:	(typed or printed)
f Bidder is a corporation, a po	ortnership, or a joint venture, attach evidence of authority to sign.
Attest:	
	(individual's signature)
Name:	
Titl.	(typed or printed)
Title:	(typed or printed)
Date:	
	(typed or printed)
Address for giving notices:	
Bidder's Contact:	
Name:	
	(typed or printed)
Title:	(typed or printed)
Phone:	(typed of printed)
mail:	
Address:	

SECTION 00 43 13 BID BOND (PENAL SUM FORM)

Bidder	Surety		
Name:	Name:		
Address (principal place of business):	Address (principal place of business):		
Owner	Bid		
Name: City of Grand Haven	Project (name and location):		
Address (principal place of business):	Bicentennial Retaining Wall Project		
519 Washington Street Grand Haven, MI 49417	Grand Haven, MI		
	Bid Due Date: February 19, 2025		
Bond			
Penal Sum:			
Date of Bond:			
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by	reby, subject to the terms set forth in this Bid Bond, an authorized officer, agent, or representative.		
Bidder	Surety		
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)		
Ву:	Ву:		
(Signature)	(Signature) (Attach Power of Attorney)		
Name:	Name:		
(Printed or typed) Title:	(Printed or typed) Title:		
nue:	Title:		
Attest:	Attest:		
(Signature)	(Signature)		
Name: (Printed or typed)	Name:(Printed or typed)		
Title:	Title:		
	ed notice. (2) Provide execution by any additional parties, such as		
inint venturers if necessary	, , , , , , , , , , , , , , , , , , , ,		

EXHIBIT A

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

STATE OF			
COUNTY OF			
The undersigned bidder or agent, being dumember, representative, or agent of the firmentered into any combination, collusion or anyone at such letting, nor to prevent anyoidding, and that his bid is made without understanding, or combination with any othwhatever.	m, company, corpora agreement with any person from biddin t reference to any o	ntion, or partnership represented person relative to the price to a nor to induce anyone to reformer bid and without any age	ed by him, be bid by rain from greement,
Signature of Bidder or Agent		-	
Print Name		- Position	_
For: Name of Firm		-	
Subscribed and sworn to before me this	day of	, 2025.	
My commission expires:			
 Not	ary Public		
	END OF SECTION		

Non-Collusion Affidavit

00 45 19 - 1

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between	City of Grand Haven	(Owner) and
		(Contractor).
Owner and Contractor hereby agree as follows	S :	
ARTICLE 1 - THE WORK		

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - BICENTENNIAL RETAINING WALL PROJECT The project consists of the removal of the existing timber piling wall located at parcel 70-03-20-406-009 (between Snug Harbor and the Riverview Deck) in Grand Haven, MI, and replacement with a Redi-Rock retaining wall.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- 3. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - Performance bond.
 - 3. Payment bond.
 - 4. Specifications listed in the Table of Contents.
 - 5. Drawings as listed on the Drawing Sheet Index.
 - 6. Addenda.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is Abonmarche Consultants, Inc.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work shall Commence no earlier than **March 10, 2025** unless otherwise approved by the City and Engineer in writing.
- B. The Work will be substantially complete on or before May 9, 2025.
- C. The Work will be completed and ready for final payment on or before May 16, 2025.
- D. Work shall be completed Monday through Friday. Working hours shall be from 7:00 AM to 7:00 PM. Work on Saturday and Sundays shall not be completed unless otherwise approved by the City and Engineer in writing.
- E. No Work shall be completed during the following time periods:
 - 1. Memorial Day May 26, 2025

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

SEE ATTACHED BID

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful

performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
 - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - a. Workers' Compensation:

	State:	Statutory
	Employer's Liability:	
	Bodily Injury, each Accident	\$ 500,000
	Bodily Injury By Disease, each Employee	\$ 500,000
	Bodily Injury/Disease Aggregate	\$ 500,000
b.	Commercial General Liability:	
	General Aggregate	\$ 3,000,000
	Products - Completed Operations Aggregate	\$ 1,000,000
	Personal and Advertising Injury	\$ 1,000,000
	Each Occurrence (Bodily Injury and Property Damage)	\$ 3,000,000
c.	Automobile Liability herein:	
	Bodily Injury:	
	Each Person	\$ 1,000,000
	Each Accident	\$ 1,000,000
	Property Damage:	
	Each Accident	\$ 1,000,000
	Combined Single Limit of:	\$ 3,000,000
d.	Excess or Umbrella Liability:	
	Per Occurrence	\$ 1,000,000
	General Aggregate	\$ 1,000,000
e.	Contractor's Professional Liability:	
	Each Occurrence	\$ 1,000,000
	General Aggregate	\$ 1,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured— Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees, and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not

- attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent

areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the
 parties or (c) resulting from the Engineer's decision, subject to the need for
 Engineer's recommendation if the change in the Work involves the design (as set
 forth in the Drawings, Specifications, or otherwise), or other engineering or
 technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for

payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

A. The Owner shall retain **10** % of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work

- substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and

Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated: and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2)

Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

EXHIBIT A

IN WITNESS WHEREOF, Owner and Contracto	r have signed this Contract.
This Contract will be effective on	(which is the Effective Date of the Contract).
OWNER:	CONTRACTOR:
City of Grand Haven	
Ву:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
519 Washington Avenue	
Grand Haven, MI 49417	
	License No.:
	(where applicable)
(If Owner is a corporation attach evidence of	

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Grand Haven	Owner's Project No.:	
Engineer:	Abonmarche Consultants	Engineer's Project No.:	24-1770
Project:	Bicentennial Retaining Wall Project		
Contract Name:	Bicentennial Retaining Wall Project		
Bidder:			
Bidder's Address:			
	nt Owner has accepted your Bid dated ccessful Bidder and are awarded a Contr		ve Contract, and
	ing timber piling wall located at parcel 70 and Haven, MI, and replacement with a Redi	·	g Harbor and the
based on the provis	of the awarded Contract is \$ ions of the Contract, including but not li rformed on a cost-plus-fee basis, as app	mited to those governing ch	
• •	ed counterparts of the Agreement accor nents accompanies this Notice of Award y.		
You must comply w Notice of Award:	ith the following conditions precedent w	vithin 15 days of the date of r	eceipt of this
1. Deliver to C	Owner three (3) counterparts of the Agre	ement, signed by Bidder (as	Contractor).
payment bo	n the signed Agreement(s) the Contract sonds) and insurance documentation, as soll Conditions, Articles 2 and 6.		
	vith these conditions within the time sp Notice of Award, and declare your Bid se		consider you in
counterpart of the	er you comply with the above condition Agreement, together with any additions aph 2.02 of the General Conditions.	· ·	
Owner:	City of Grand Haven		
By (signature):			
Name (printed):			
Title:			
Copy: Engineer			

SECTION 00 55 00 NOTICE TO PROCEED

Owner:	City of Grand Haven	Owner's Project No.:	N/A
Engineer:	Abonmarche Consultants	Engineer's Project No.:	24-1770
Contractor:		Contractor's Project No.:	N/A
Project:	Bicentennial Retaining Wall Project		
Contract Name:	Bicentennial Retaining Wall Project		
Effective Date of 0	Contract:		
	ifies Contractor that the Contract Times (vill commence to
	ractor shall start performing its obligatio Site prior to such date.	ns under the Contract Docu	ıments. No Work
In accordance with	the Agreement:		
•	nich Substantial Completion must be ach nal payment must be achieved is May 16 ,	• •	ne date by which
Before starting any	Work at the Site, Contractor must compl	y with the following:	
Obtain and furnish to the Owner copies of all permits required per Section 01 10 00 Summary of Work			
Owner:	City of Grand Haven		
By (signature):			
Name (printed):			
Title:			
Date Issued:			
Copy: Engineer			

SECTION 00 61 13.13 PERFORMANCE BOND

Contractor	Surety
Name:	Name:
Address (principal place of business):	Address (principal place of business):
Owner	Contract
Name: City of Grand Haven	Description (name and location):
Mailing address (principal place of business):	Bicentennial Retaining Wall Project
519 Washington Avenue	Grand Haven, MI
Grand Haven, MI 49417	Control Date
diana naven, ivii 43417	Contract Price:
	Effective Date of Contract:
Bond	
Bond Amount:	
Date of Bond:	
(Date of Bond cannot be earlier than Effective Date of Contract)	
Modifications to this Bond form: ☑ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound	hereby, subject to the terms set forth in this
Performance Bond, do each cause this Performance	
agent, or representative.	
Contractor as Principal	Surety
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
By: (Signature)	By: (Signature)(Attach Power of Attorney)
Name:	Name:
(Printed or typed)	(Printed or typed)
Title:	Title:
Attest: (Signature)	Attest:
Name:	Name:
(Printed or typed)	(Printed or typed)
Title:	Title:
Notes: (1) Provide supplemental execution by any additional par	ties, such as joint venturers. (2) Any singular reference to
Contractor, Surety, Owner, or other party is considered plural wi	here applicable.

- 1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. Balance of the Contract Price—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 16. Modifications to this Bond are as follows: None

SECTION 00 61 13.16 PAYMENT BOND

Contractor	Surety
Name:	Name:
Address (principal place of business):	Address (principal place of business):
Owner	Contract
Name: City of Grand Haven	Description (name and location):
Mailing address (principal place of business):	Bicentennial Retaining Wall Project
519 Washington Avenue	Grand Haven, MI
Grand Haven, MI 49417	
	Contract Price:
	Effective Date of Contract:
Bond	
Bond Amount:	
Date of Bond:	
(Date of Bond cannot be earlier than Effective Date of Contract)	
Modifications to this Bond form:	
None □ See Paragraph 18	
Surety and Contractor, intending to be legally boun	
	o be duly executed by an authorized officer, agent, or
representative. Contractor as Principal	Surety
contractor as i inicipal	Surcty
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
	By:
By: (Signature)	(Signature)(Attach Power of Attorney)
Name:	Name:
(Printed or typed)	(Printed or typed)
Title:	Title:
Attest:	Attest:(Signature)
(Signature)	,
Name: (Printed or typed)	Name:
Title:	Title:
Notes: (1) Provide supplemental execution by any additional po Contractor, Surety, Owner, or other party is considered plural v	
, ,,	• •

- 1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
- 5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
- 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

- 8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
- 9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Definitions
 - 16.1. Claim—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. Claimant—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: None

CITY OF GRAND HAVEN

NOTICE TO BIDDERS PROGRESS CLAUSE

ABONMARCHE: RMK 1 of 1 01/29/2025

Work shall commence no earlier than **March 10**, **2025**, or on the date agreed upon with the Engineer. In no case shall any work be commenced prior to receipt of formal notice of award by the Owner.

Construction of the retaining wall must be complete by the substantial completion date set below. Final restoration may be completed by the final completion date set below.

The project shall reach a stage of substantial completion by May 9, 2025

The project shall reach a stage of final completion by May 16, 2025

If the bidding proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

Failure by the Contractor to meet the above requirements and dates will result in the contractor being assessed liquidated damages in accordance with Section 108.10 of the 2020 MDOT Standard Specifications for Construction. Liquidated Damages will continue to be assessed for each calendar day or portion of a day that these restrictions are not met.

CITY OF GRAND HAVEN

NOTICE TO BIDDERS UTILITY COORDINATION

ABONMARCHE:RMK 1 OF 2 01/29/2025

a. Description. The Contractor shall cooperate and coordinate construction activities with the Owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 108.09 of the 2020 MDOT Standard Specifications for Construction.

For protection of underground utilities and in conformance with Public Act 174 of 2013, the Contractor shall dial 1-800-482-7171 or 811 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility Owners who may not be a part of the "Miss Dig" alert system.

b. Public Utilities. The following Public Utilities may have facilities located within the Right-of-Way:

Sewer and Water: City of Grand Haven Public Works 1120 Jackson Street Grand Haven, MI 49417

Jacob Hildebrand (616) 847-3493 Gas:

Michigan Gas Utilities 1708 Eaton Drive Grand Haven, MI 49417

Todd Subka (616) 844-7519

1433 Fulton Street

Brad Kulicamp

(616) 844-7519

Grand Haven, MI 49417

Telephone: Cable: Charter Communications

245 East 24th Street Holland, MI 49423 Rick Arendsen (616) 392-7017

Fiber Communications:

Comcast Rachel Gentry (248) 514-8613 Pipeline:

Electric:

and Power

1700 Eaton Drive

Austin Gagnon (616) 607-1263

Wolverine Pipe Line Company

Grand Haven Board of Light

Grand Haven, MI 49417

8075 Creekside Drive

Suite 210

Portage, MI 49024 Duncan Macleod (616) 916-0055

ABONMARCHE:RMK

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01/29/2025

The Owners of existing service facilities that are within grading or structure limits will move them to locations designated by the Engineer or will remove them entirely from the Right-of-Way. Owners of Public Utilities will not be required to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

CITY OF GRAND HAVEN

SPECIAL PROVISION FOR

ADOPTION OF MDOT STANDARD SPECIFICATION FOR CONSTRUCTION

ABONMARCHE:RMK 1 OF 2 01/29/2025

a. Description. This project shall be conducted in accordance with the following Divisions and Sections of the 2020 MDOT Standard Specifications for Construction as well as the latest edition of MDOT Road and Bridge Standard Plans and Special Details.

These documents may be downloaded or ordered as follows:

MDOT Standard Specifications for Construction

Electronic File: Available in PDF Format at the Link Below Cost: Free

https://mdotjboss.state.mi.us/SpecProv/specBookHome.htm

MDOT Road & Bridge Standard Plans

Electronic File: Available in PDF Format at the Link Below Cost: Free

https://mdotjboss.state.mi.us/stdplan/standardPlansIndex.htm

This includes, but is not limited to earthwork, bases, subbases, preparation for paving, drainage, Hot Mix Asphalt Paving, and concrete paving, and incidental construction.

- 1. Division 1 General Provisions (Selected Sections Only)
- 2. Division 2 Earthwork
- 3. Division 3 Bases
- 4. Division 4 Drainage Features
- 5. Division 5 HMA Pavements & Surface Treatments
- 6. Division 6 Portland Cement Concrete Pavements
- 7. Division 7 Structures
- 8. Division 8 Incidental Construction
- 9. Division 9 Materials

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- b. Materials. See Division 9
- c. Construction. See Individual Pay Items within each Division
- **d. Measurement and Payment.** Measurement and Payment set forth in the 2020 MDOT Standard Specifications for Construction shall prevail unless specified otherwise in the Contract Documents.



CITY OF GRAND HAVEN

SPECIAL PROVISION FOR ROUGH GRADING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Section Includes:

- 1. Excavating topsoil.
- 2. Excavating subsoil.
- 3. Cutting, grading, filling, rough contouring, compacting, and grading site for structures, pavement, and site features.

B. Related Sections:

- 1. Section 31 10 00 Site Clearing: Excavating topsoil.
- 2. Section 31 23 16 Excavation: Earth Excavation and Embankment.
- 3. Section 31 23 18 Rock Removal.
- 4. Section 31 23 23 Fill: General building area backfilling.
- 5. Section 31 23 33 Trenching and Backfilling: Trenching and backfilling for utilities.
- 6. Section 32 05 13 Soils for Exterior Improvements: Soils for fill.
- 7. Section 32 05 16 Aggregates for Exterior Improvements: Aggregates for fill.
- 8. Section 32 91 19 Landscape Grading: Finish grading with topsoil to contours.

1.02 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:

1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.



- 2. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
- ASTM D1556 Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
- 4. ASTM D1557 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).
- 5. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- 6. ASTM D2419 Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
- 7. ASTM D2434 Standard Test Method for Permeability of Granular Soils (Constant Head).
- 8. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- 9. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- C. Michigan Department of Transportation (MDOT)
 - 1. Manual for the Michigan Test Methods: MTM 107 Sampling Aggregates
 - 2. Manual for the Michigan Test Methods: MTM 108 Percent Loss by Washing
 - 3. Manual for the Michigan Test Methods: MTM 109 Sieve Analysis
 - 4. Density Testing and Inspection Manual: One Point T-99 Test
 - 5. Density Testing and Inspection Manual: Michigan One Point Cone Test
 - 6. Density Testing and Inspection Manual: Density In-Place (Nuclear) Test

1.03 SUBMITTALS

- A. Section 01 33 00 Submittal Procedures: Requirements for submittals.
- B. Samples: Submit, in air-tight containers, 10 lb sample of each type of aggregate to testing laboratory.
- C. Materials Source: Submit name of imported materials suppliers.
- D. Manufacturer's Certificate: Provide MDOT prequalification documentation or certifications that the materials provided meet or exceed the specified requirements.



1.04 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.05 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with MDOT Standard Specifications for Construction and the MDOT Standard Plans, Latest Editions.
- C. Maintain one copy of each document on site.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Topsoil: Type S3 as specified in Section 32 05 13 Soils for Exterior Improvements
- B. Structural Fill: Type A2 as specified in Section 32 05 16 Aggregates for Exterior Improvements
- C. Granular Fill: Type A1 or A2 as specified in Section 32 05 16 Aggregates for Exterior Improvements

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Section 01 30 00 Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify survey bench mark and intended elevations for the Work are as indicated on Drawings.

3.02 PREPARATION

- A. Call Miss Dig at 1-800-482-7171 or 811 not less than three full working days before performing any portion of the Work that involves any soil disturbance.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
 - 2. Verify all utility companies have responded before commencing Work.



- B. Identify required lines, levels, contours, and datum.
- C. Notify utility company to remove and/or relocate utilities.
- D. Protect utilities indicated to remain from damage.
- E. Protect plant life, lawns, rock outcropping and other features remaining as portion of final landscaping.
- F. Protect benchmarks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.03 SOIL EROSION AND SEDIMENTATION CONTROL

- A. CONTRACTOR, at his expense, shall provide, maintain and remove such temporary and/or permanent soil erosion and sedimentation control measures as specified on the Plans or as determined by ENGINEER.
- B. Measures shall prevent surface runoff from carrying excavated materials into the waterways, to reduce erosion of the slopes, and to prevent silting in of waterways downstream of the Work.
- C. Measures should include provisions to reduce erosion by the wind of all areas stripped of vegetation, including material stockpiles.
- D. Comply with requirements of Section 01 5713, Temporary Erosion and Sediment Control.

3.04 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be filled, further excavated, landscaped, or regraded without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion. Stockpile material on impervious material, 36 mil Hypalon material and cover over with same material, until disposal.
- D. Remove excess topsoil not intended for reuse, from site.

3.05 SUBSOIL EXCAVATION

- A. Excavate subsoil from areas to be further excavated or regarded in accordance with Section 31 10 00 Site Clearing and Demolition.
- B. Remove unsuitable material to firm underlying soils beneath footings, pipelines, floor slabs, paved areas and walks. Backfill to required subgrade elevation with suitable compacted fill.
- C. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Architect/Engineer.



Unauthorized excavation, as well as remedial work directed by the Architect/Engineer shall be at the CONTRACTOR's expense. Backfill and compact unauthorized excavations of the same classification, unless otherwise directed by Architect/Engineer.

- D. Excavation for Walks: Cut surface to comply with cross-sections, elevations and grades indicated or required.
- E. Excavation for Seed: Cut to underside of topsoil depth. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content as directed by the Architect/Engineer.
- F. When excavating through roots, perform Work by hand and cut roots with sharp axe or hand saw.
- G. Stockpile excavated material in area designated on site in accordance with Section 31 05 13 Soils for Earthwork and 31 05 16 Aggregates for Earthwork.
- H. Benching Slopes: Horizontally bench existing slopes greater than 1: 3 to key placed fill material to slope to provide firm bearing.
- I. Stability:
- J. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces in good serviceable condition, where excavation side slopes are limited by space or stability of material.
 - 1. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.
 - 2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses. Replace damaged or displaced subsoil as specified for fill.

3.06 FILLING

- A. Install Work in accordance with MDOT Standard Specifications for Construction, Latest Edition.
- B. Fill areas to contours and elevations with unfrozen materials.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Slope grade away from buildings at minimum 2percent slope for minimum distance of 10 ft, unless noted otherwise.
- E. Make grade changes gradual. Blend slope into level areas.
- F. Repair or replace items indicated to remain damaged by excavation or filling.

3.07 COMPACTION:



- A. After excavation, compact existing subgrade to a minimum 90% of maximum density.
- B. Provide compaction effort as required to meet the required compaction specification or a minimum of two complete passes over area to receive pavement structure.

3.08 MINOR ITEMS

- A. Remove minor items including retaining walls, underdrains, shrubs, hedges, rocks, landscaping, etc. as called for on the plans.
- B. Protect items, including trees, landscaping and other improvements not designated for removal

3.09 MAINTENANCE AGGREGATE

A. CONTRACTOR shall furnish and install 21A, 21AA or 22A maintenance aggregate to maintain pedestrian and traffic access. Aggregate shall be placed and compacted to maintain access in areas as determined by ENGINEER. Maintenance aggregate will be incidental to the Project unless otherwise specified in the Contract Documents

3.10 TOLERANCES

- A. Section 01 40 00 Quality Requirements: Tolerances.
- B. Top Surface of Subgrade: Plus or minus 1/10 from required elevation.

3.11 FIELD QUALITY CONTROL

- A. Section 01 40 00 Quality Requirements and 01 70 00 Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform laboratory material tests in accordance with ASTM D1557, ASTM D698 and/or AASHTO T180 and appropriate or the corresponding Michigan Test Method.
- C. Perform in place compaction tests in accordance with the following:
 - Density Tests: ASTM D2922 and the procedures described in the MDOT Density Testing and Inspection Manual. Where conflicts arise, the ASTM standard shall prevail.
 - Moisture Tests: ASTM D3017 and the procedures described in the MDOT Density Testing and Inspection Manual. Where conflicts arise, the ASTM standard shall prevail.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- E. Frequency of Tests:
 - 1. Subsoil Fill: 1 Test per 200 CYD -or- 1 Test per 600 SYD/Layer
 - 2. Granular Fill: 1 Test per 100 CYD -or- 1 Test per 300 SYD/Layer



3. Structural Fill: 1 Test per 50 CYD -or- 1 Test per 225 SYD/Layer

3.12 SCHEDULES

- A. Topsoil Fill:
 - 1. Fill Type S3: To finish grade at the thickness specified on the plans.
 - 2. Compact uniformly to minimum 90 percent of maximum density.
- B. Granular Fill and Backfilll:
 - 1. Fill Type A1 or A2: To subgrade elevation. 12 inches thick.
 - 2. Compact uniformly to minimum 95 percent of maximum density.
- C. Structural Fill:
 - 1. Fill Type A2: To subgrade elevation. 8 inches thick.
 - 2. Compact uniformly to minimum 100 percent of maximum density.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. Payment for the following item(s) of work shall cover all materials, equipment and labor necessary to install the following pay items in accordance with the plans and these specifications.

4.02 METHOD OF MEASUREMENT

Description	Unit
Site Grading	Lump Sum

Site Grading will be paid at the contract unit price per Lump Sum. Payment will include stripping of topsoil, trenching, grading, and trimming of earth necessary to prepare subgrade for construction of new roadway, utilities, curbs, pavement, and sidewalks. Payment shall include work for the entire area to the lines and grades shown on the plans. Payment includes removal of minor items not paid separately. All other pay items, including removals of existing pavement and curb as well as excavation, embankment, and placement of new subbase, aggregate base, HMA pavement, etc shall be paid separately.

END OF SECTION



SECTION 31 23 16 EXCAVATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Section Includes:

- 1. Soil densification.
- 2. Excavating for building foundations.
- 3. Excavating for paving, roads, and parking areas.
- 4. Excavating for slabs-on-grade.
- 5. Excavating for site structures.
- 6. Excavating for landscaping.

1.02 RELATED SECTIONS:

- A. Section 31 05 13 Soils for Earthwork: Stockpiling excavated materials.
- B. Section 31 05 16 Aggregates for Earthwork: Stockpiling excavated materials.
- C. Section 31 22 13 Rough Grading: Topsoil and subsoil removal from site surface.
- D. Section 31 23 23 Fill.
- E. Section 31 23 33 Trenching and Backfilling: Excavating for utility trenches.
- F. Section 33 11 16 Site Water Utility Distribution Piping.
- G. Section 33 36 00 Utility Septic Tanks.

1.03 REFERENCES

A. ASTM International:

- ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
- 2. ASTM D1556 Standard Test Method for Density of Soil in Place by the Sand-Cone Method.



- 3. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- 4. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- B. Local utility standards when working within 24 inches of utility lines.

1.04 SUBMITTALS

- A. Section 01 33 00 Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.
- C. Shop Drawings: Indicate soil densification grid for each size and configuration footing requiring soils densification.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with Michigan Department of Transportation Standard Specifications for Construction and the MDOT Standard Plans, Latest Edition.
- B. Maintain one copy of each document on site.

1.06 QUALIFICATIONS

A. Where shoring systems are necessary to retain excavations, prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in the State of Michigan.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 PREPARATION

- A. Call Miss Dig at 1-800-482-7171 or 811 not less than three full working days before performing any portion of the Work that involves any soil disturbance.
- B. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Verify all utility companies have responded before commencing Work.
- D. Identify required lines, levels, contours, and datum.



3.02 EXCAVATION

- A. Underpin adjacent structures which may be damaged by excavation work.
- B. Excavate subsoil to accommodate building foundations, slabs-on-grade, paving, site structures, utilities and construction operations.
- C. Excavate to working elevation for piling work.
- D. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity; perform compaction in accordance with Section 31 23 23 Fill.
- E. Slope banks with machine to angle of repose or less until shored.
- F. Do not interfere with 45 degree bearing splay of foundations.
- G. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- H. Trim excavation. Remove loose matter.
- I. Remove lumped subsoil, boulders, and rock.
- J. Notify Architect/Engineer of unexpected subsurface conditions.
- K. Correct areas over excavated with Structural Fill Type A2 in accordance with 32 05
 16 Aggregates for Exterior Improvements
- L. Remove excess and unsuitable material from site. Dispose of contaminated material in accordance with Section 205 of the Michigan Department of Transportation Standard Specifications for Construction, latest edition.
- M. Stockpile excavated material in area designated on site in accordance with Section 32 05 13 Soils for Exterior Improvements and Section 31 05 16.
- N. Repair or replace items indicated to remain damaged by excavation.

3.03 FIELD QUALITY CONTROL

- A. Section 01 40 00 Quality Requirements and 01 70 00 Execution and Closeout Requirements, Field inspecting, testing, adjusting, and balancing.
- B. Request visual inspection of bearing surfaces by inspection agency before installing subsequent work.

3.04 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.



C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. Payment for the following item(s) of work shall cover all materials, equipment and labor necessary to install the following pay items in accordance with the plans and these specifications.

4.02 METHOD OF MEASUREMENT

Description	Unit
Excavation, Earth	Cubic Yard

END OF SECTION

CITY OF GRAND HAVEN

SPECIAL PROVISION FOR MODULAR BLOCK RETAINING WALLS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section includes furnishing all materials and labor required for the design and construction of a precast concrete modular block (PMB) retaining wall with or without geosynthetic reinforcement. Precast modular block retaining wall blocks under this section shall be cast utilizing a wet-cast concrete mix and exhibit a final handling weight in excess of 1,000 pounds (450 kg) per unit.
- B. Scope of Work: The work shall consist of furnishing materials, labor, equipment and supervision for the construction of a precast modular block (PMB) retaining wall structure in accordance with the requirements of this section and in acceptable conformity with the lines, grades, design and dimensions shown in the project site plans.

1.02 RELATED SPECIFICATIONS

- A. Excavation
- B. Rough Grading

1.03 REFERENCE STANDARDS

- A. The publications listed in this section form a part of this specification to the extent referenced. The publications are referenced in the text by basic designation. In the event a referenced publication has been replaced or superseded, the current version shall govern.
- B. Design
 - 1. Design standards and governing building codes shall be as noted on the plans.
- C. Precast Modular Block Units
 - 1. ASTM C94 Standard Specification for Ready-Mixed Concrete.
 - 2. ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 3. ASTM C143 Standard Test Method for Slump of Hydraulic-Cement Concrete.
 - 4. ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete.
 - 5. ASTM C494 Standard Specification for Chemical Admixtures for Concrete.
 - 6. ASTM C666 Standard Test Method for Concrete Resistance to Rapid Freezing and Thawing.
 - 7. ASTM C920 Standard Specification for Elastomeric Joint Sealants.
 - 8. ASTM C1116 Standard Specification for Fiber-Reinforced Concrete.
 - ASTM C1611 Standard Test Method for Slump Flow of Self-Consolidating Concrete.

- 10. ASTM D6638 Standard Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units (Modular Concrete Blocks).
- 11. ASTM D6916 Standard Test Method for Determining Shear Strength Between Segmental Concrete Units (Modular Concrete Blocks).

D. Geosynthetics

- 1. AASHTO M 288 Geotextile Specification for Highway Applications.
- 2. ASTM D3786 Standard Test Method for Bursting Strength of Textile Fabrics Diaphragm Bursting Strength Tester Method.
- 3. ASTM D4354 Standard Practice for Sampling of Geosynthetics for Testing.
- 4. ASTM D4355 Standard Test Method for Deterioration of Geotextiles
- 5. ASTM D4491 Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
- 6. ASTM D4533 Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
- 7. ASTM D4595 Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method.
- 8. ASTM D4632 Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
- 9. ASTM D4751 Standard Test Method for Determining Apparent Opening Size of a Geotextile.
- 10. ASTM D4759 Standard Practice for Determining Specification Conformance of Geosynthetics.
- 11. ASTM D4833 Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products.
- 12. ASTM D4873 Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples.
- 13. ASTM D5262 Standard Test Method for Evaluating the Unconfined Tension Creep and Creep Rupture Behavior of Geosynthetics.
- 14. ASTM D5321 Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method.
- 15. ASTM D5818 Standard Practice for Exposure and Retrieval of Samples to Evaluate Installation Damage of Geosynthetics.
- 16. ASTM D6241 Standard Test Method for the Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
- 17. ASTM D6637 Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Tensile Method.
- 18. ASTM D6706 Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil.
- 19. ASTM D6992 Standard Test Method for Accelerated Tensile Creep and Creep-Rupture of Geosynthetic Materials Based on Time-Temperature Superposition Using the Stepped Isothermal Method.

E. Drainage Pipe

- 1. ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- 2. ASTM F2648 Standard Specification for 2 to 60 inch [50 to 1500 mm] Annular Corrugated Profile Wall Polyethylene (PE) Pipe and Fittings for Land Drainage Applications.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Meeting. As directed by the Owner, the General Contractor shall schedule a preconstruction meeting at the project site prior to commencement of retaining wall construction. Participation in the preconstruction meeting shall be required of the General Contractor, Retaining Wall Design Engineer, Retaining Wall Installation Contractor, Grading Contractor and Inspection Engineer. The General Contractor shall provide notification to all parties at least 10 calendar days prior to the meeting.
 - 1. Pre-Installation Meeting Agenda:
 - a. The General Contractor shall explain the required bearing capacity of soil below the retaining wall structure and the shear strength of in-situ soils assumed in the retaining wall design to the Inspection Engineer.
 - b. The General Contractor shall explain the required shear strength of fill soil in the reinforced, retained and foundation zones of the retaining wall to the Inspection Engineer.
 - c. The General Contractor shall explain any measures required for coordination of the installation of utilities or other obstructions in the reinforced or retained fill zones of the retaining wall.
 - d. The Retaining Wall Installation Contractor shall explain all excavation needs, site access and material staging area requirements to the General Contractor and Grading Contractor.

1.05 SUBMITTALS

- A. Product Data. At least 14 days prior to construction, the General Contractor shall submit a minimum of six (6) copies of the retaining wall product submittal package to the Owner's Representative for review and approval. The submittal package shall include technical specifications and product data from the manufacturer for the following:
 - 1. Precast Modular Block System brochure
 - 2. Precast Modular Block concrete test results specified in paragraph 2.01, subparagraph B of this section as follows:
 - a. 28-day compressive strength
 - b. Air content
 - c. Slump or Slump Flow (as applicable)
 - 3. Drainage Pipe
 - 4. Geotextile
 - 5. Geosynthetic Soil Reinforcement (if required by the retaining wall design). The contractor shall provide certified manufacturer test reports for the geosynthetic soil reinforcement material in the manufactured roll width specified. The test report shall list the individual roll numbers for which the certified material properties are valid.
- B. Installer Qualification Data. At least 14 days prior to construction, the General Contractor shall submit the qualifications of the business entity responsible for installation of the retaining wall, the Retaining Wall Installation Contractor, per paragraph 1.07, subparagraph A of this section.

1.06 CONSTRUCTION SHOP DRAWING PREPARATION

A. Retaining Wall Construction Shop Drawings: Prior to construction, the Contractor shall furnish construction shop drawings to the Engineer for review and approval.

These shop drawings shall be produced in accordance with the supplied construction plan set and specifications. Unless specifically requested by the Engineer, the submittal may be in electronic format. This submittal shall include the following:

1. Dated block layout drawings prepared in accordance with these specifications and the construction plans.

1.07 QUALITY ASSURANCE

- A. Retaining Wall Installation Contractor Qualifications. In order to demonstrate basic competence in the construction of precast modular block walls, the Retaining Wall Installation Contractor shall document compliance with the following:
 - 1. Experience.
 - a. Construction experience with a minimum of 30,000 square feet (2,800 square meters) of the proposed precast modular block retaining wall system.
 - b. Construction of at least ten (10) precast modular block (large block) retaining wall structures within the past three (3) years.
 - c. Construction of at least 50,000 square feet (4,650 square meters) of precast modular block (large block) retaining walls within the past three (3) years.
 - 2. Retaining Wall Installation Contractor experience documentation for each qualifying project shall include:
 - a. Project name and location
 - b. Date (month and year) of construction completion
 - c. Contact information of Owner or General Contractor
 - d. Type (trade name) of precast modular block system built
 - e. Maximum height of the wall constructed
 - f. Face area of the wall constructed
 - 3. In lieu of the requirements set forth in items 1 and 2 above, the Retaining Wall Installation Contractor must be a certified Precast Modular Block Retaining Wall Installation Contractor as demonstrated by satisfactory completion of a certified precast modular block retaining wall installation training program administered by the precast modular block manufacturer.

1.08 QUALITY CONTROL

- A. The Owner's Representative shall review all submittals for materials, design, and the Retaining Wall Installation Contractor qualifications.
- B. Abonmarche shall retain the responsibility of Inspection Engineer.
- C. The Inspection Engineer shall perform the following duties:
 - 1. Inspect the construction of the precast modular block structure for conformance with construction shop drawings and the requirements of this specification.
 - 2. Verify that soil or aggregate fill placed and compacted in the reinforced, retained and foundation zones of the retaining wall conforms with paragraphs 2.04 and 2.05 of this section and exhibits the shear strength parameters specified by the Retaining Wall Design Engineer.
 - 3. Verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate.
 - 4. Inspect and document soil compaction in accordance with these specifications:
 - a. Required dry unit weight
 - b. Actual dry unit weight
 - c. Allowable moisture content
 - d. Actual moisture content

- e. Pass/fail assessment
- f. Test location wall station number
- g. Test elevation
- h. Distance of test location behind the wall face
- 5. Notify the Retaining Wall Installation Contractor of any deficiencies in the retaining wall construction and provide the Retaining Wall Installation Contractor a reasonable opportunity to correct the deficiency.
- 6. Notify the General Contractor, Owner and Retaining Wall Design Engineer of any construction deficiencies that have not been corrected timely.
- 7. Document all inspection results.
- 8. Test compacted density and moisture content of the retained backfill.
- D. The General Contractor's engagement of the Inspection Engineer does not relieve the Retaining Wall Installation Contractor of responsibility to construct the proposed retaining wall in accordance with the approved construction shop drawings and these specifications.
- E. The Retaining Wall Installation Contractor shall inspect the on-site grades and excavations prior to construction and notify the Retaining Wall Design Engineer and General Contractor if on-site conditions differ from the elevations and grading conditions depicted in the retaining wall construction shop drawings.

1.09 DELIVERY, STORAGE AND HANDLING

- A. The Retaining Wall Installation Contractor shall inspect the materials upon delivery to ensure that the proper type, grade and color of materials have been delivered.
- B. The Retaining Wall Installation Contractor shall store and handle all materials in accordance with the manufacturer's recommendations as specified herein and in a manner that prevents deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping, UV exposure or other causes. Damaged materials shall not be incorporated into the work.
- C. Geosynthetics
 - 1. All geosynthetic materials shall be handled in accordance with ASTM D4873. The materials should be stored off the ground and protected from precipitation, sunlight, dirt and physical damage.
- D. Precast Modular Blocks
 - 1. Precast modular blocks shall be stored in an area with positive drainage away from the blocks. Be careful to protect the block from mud and excessive chipping and breakage. Precast modular blocks shall not be stacked more than three (3) units high in the storage area.
- E. Drainage Aggregate and Backfill Stockpiles
 - 1. Drainage aggregate or backfill material shall not be piled over unstable slopes or areas of the project site with buried utilities.
 - Drainage aggregate and/or reinforced fill material shall not be staged where it may become mixed with or contaminated by poor draining fine-grained soils such as clay or silt.

PART 2 - MATERIALS

2.01 PRECAST MODULAR BLOCK RETAINING WALL UNITS

- A. All units for the project shall be obtained from the same manufacturer. The manufacturer shall be licensed and authorized to produce the retaining wall units by the precast modular block system patent holder/licensor and shall document compliance with the published quality control standards of the proprietary precast modular block system licensor for the previous three (3) years or the total time the manufacturer has been licensed, whichever is less.
- B. Concrete used in the production of the precast modular block units shall be first-purpose, fresh concrete. It shall not consist of returned, reconstituted, surplus or waste concrete. It shall be an original production mix meeting the requirements of ASTM C94 and exhibit the following:
 - 1. Minimum 28-day compressive strength of 4,000 psi (27.6 MPa).
 - 2. Shall be free of water-soluble chlorides and chloride based accelerator admixtures.
 - 3. 6% +/- 1½% air-entrainment in conformance ASTM C94.
 - 4. Maximum slump of 5 inches +/- 1½ inches (125 mm +/- 40 mm) per ASTM C143 for conventional concrete mix designs.
 - 5. Slump Flow for Self-Consolidating Concrete (SCC) mix designs shall be between 18 inches and 32 inches (450 mm and 800 mm) as tested in accordance with ASTM C1611.
- C. Each concrete block shall be cast in a single continuous pour without cold joints. With the exception of half-block units, corner units and other special application units, the precast modular block units shall conform to the nominal dimensions listed in the table below and be produced to the dimensional tolerances shown.

Block Type	Dimension	Nominal Value	Tolerance	
	Height	18" (457 mm)	+/- 3/16" (5 mm)	
28" (710 mm) Block	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)	
	Width*	28" (710 mm)	+/- 1/2" (13 mm)	
	Height	18" (457 mm)	+/- 3/16" (5 mm)	
41" (1030 mm) Block	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)	
	Width*	40-1/2" (1030 mm)	+/- 1/2" (13 mm)	
	Height	18" (457 mm)	+/- 3/16" (5 mm)	
60" (1520 mm) Block	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)	
	Width*	60" (1520 mm)	+/- 1/2" (13 mm)	

^{*} Excluding Variable Face Texture

- D. Individual block units shall have a nominal height of 18 inches (457 mm).
- E. With the exception of half-block units, corner units and other special application units, the precast modular block units shall have two (2), circular dome shear knobs that are 10 inches (254 mm), 7.5 inches (190 mm), or 6.75 inches (171 mm) in diameter and 4 inches (102 mm) or 2 inches (51 mm) in height. The shear knobs shall fully index into a continuous semi-cylindrical shear channel in the bottom of the block course above. ThePeak interlock shear between any two (2) vertically stacked precast modular block units, with 10 inch (254 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 6,500 lb/ft (95 kN/m) at a minimum

normal load of 500 lb/ft (7kN/m) as well as an ultimate peak interface shear capacity in excess of 11,000 lb/ft (160 kN/m). The peak interlock shear between any two (2) vertically stacked precast modular block units, with 7.5 inch (190 mm) or 6.75 inch (171 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 1,850 lb/ft (27 kN/m) at a minimum normal load of 500 lb/ft (7kN/m) as well as an ultimate peak interface shear capacity in excess of 10,000 lb/ft (146 kN/m). Test specimen blocks tested under ASTM D6916 shall be actual, full-scale production blocks of known compressive strength. The interface shear capacity reported shall be corrected for a 4,000 psi (27.6 MPa) concrete compressive strength. Regardless of precast modular block configuration, interface shear testing shall be completed without the inclusion of unit core infill aggregate.

- F. The 28" (710 mm) and 41" (1030 mm) precast modular block units shall be cast with a 13" (330 mm) wide, continuous vertical core slot that will permit the insertion of a 12" (305 mm) inch wide strip of geogrid reinforcement to pass completely through the block. When installed in this manner, the geogrid reinforcement shall form a non-normal load dependent, positive connection between the block unit and the reinforcement strip. The use of steel for the purposes of creating the geogrid to block connection is not acceptable.
- G. Without field cutting or special modification, the precast modular block units shall be capable of achieving a minimum radius of 14 ft 6 in (4.42 m).
- H. The precast modular block units shall be manufactured with an integrally cast shear knobs that establishes a standard horizontal set-back for subsequent block courses. The precast modular block system shall be available in the four (4) standard horizontal set-back facing batter options listed below:

Horizontal Set-Back/Blk. Course	Max. Facing Batter
3/8" (10 mm)	1.2°
1-5/8" (41 mm)	5.2°
9-3/8" (238 mm)	27.5°
16-5/8" (422 mm)	42.7°

- I. The precast modular block units shall be furnished with the required shear knobs that provide the facing batter required in the construction shop drawings.
- J. The precast modular block unit face texture shall be Ledgestone texture. Each textured block facing unit shall be a minimum of 5.76 square feet (0.54 square meters) with a unique texture pattern that repeats with a maximum frequency of once in any 15 square feet (1.4 square meters) of wall face.
- K. The block color shall be grey (concrete color).
- L. All precast modular block units shall be sound and free of cracks or other defects that would interfere with the proper installation of the unit, impair the strength or performance of the constructed wall. PMB units to be used in exposed wall construction shall not exhibit chips or cracks in the exposed face or faces of the unit that are not otherwise permitted. Chips smaller than 1.5" (38 mm) in its largest dimension and cracks not wider than 0.012" (0.3 mm) and not longer than 25% of the nominal height of the PMB unit shall be permitted. PMB units with bug holes in the exposed architectural face smaller than 0.75" (19 mm) in its largest dimension shall

be permitted. Bug holes, water marks, and color variation on non-architectural faces are acceptable. PMB units that exhibit cracks that are continuous through any solid element of the PMB unit shall not be incorporated in the work regardless of the width or length of the crack.

- M. Preapproved Manufacturers.
 - Manufacturers of Redi-Rock Retaining Wall Systems as licensed by Redi-Rock International, LLC, 05481 US 31 South, Charlevoix, MI 49720 USA; telephone (866) 222-8400; website www.redi-rock.com.
 - 2. Substitutions Not Permitted

2.02 GEOGRID REINFORCEMENT

- A. Geogrid reinforcement shall be a woven or knitted PVC coated geogrid manufactured from high-tenacity PET polyester fiber with an average molecular weight greater than 25,000 (M_n > 25,0000) and a carboxyl end group less than 30 (CEG < 30). The geogrid shall be furnished in prefabricated roll widths of certified tensile strength by the manufacturer. The prefabricated roll width of the geogrid shall be 12" (300 mm) +/- 1/2" (13 mm). No cutting of geogrid reinforcement down to the 12" (300 mm) roll width from a larger commercial roll width will be allowed under any circumstances.</p>
- B. The ultimate tensile strength (T_{ult}) of the geogrid reinforcement shall be measured in accordance with ASTM D6637.
- C. Geogrid Soil Friction Properties
 - 1. Friction factor, F^* , shall be equal to 2/3 Tan ϕ , where ϕ is the effective angle of internal friction of the reinforced fill soil.
 - 2. Linear Scale Correction Factor, α, shall equal 0.8.
- D. Long-Term Tensile Strength (T_{al}) of the geogrid reinforcement shall be calculated in accordance with Section 3.5.2 of FHWA-NHI-10-024 and as provided in this specification.
 - 1. The creep reduction factor (RF_{CR}) shall be determined in accordance with Appendix D of FHWA-NHI-10-025 for a minimum 75-year design life.
 - 2. Minimum installation damage reduction factor (RF_{ID}) shall be 1.25. The value of RFID shall be based upon documented full-scale tests in a soil that is comparable to the material proposed for use as reinforced backfill in accordance with ASTM D5818.
 - 3. Minimum durability reduction factor (RF_D) shall be 1.3 for a soil pH range of 3 to 9.
- E. Connection between the PMB retaining wall unit and the geogrid reinforcement shall be determined from short-term testing per the requirements of FHWA NHI-10-025, Appendix B.4 for a minimum 75-year design life.
- F. The minimum value of T_{al} for geogrid used in design of a reinforced precast modular block retaining wall shall be 2,000 lb/ft (29 kN/m) or greater.
- G. The minimum length of geogrid reinforcement shall be the greater of the following:
 - 1. 0.7 times the wall design height, H.
 - 2. 6 feet (1.83 m).
 - 3. The length required by design to meet internal stability requirements, soil bearing pressure requirements and constructability requirements.

- H. Constructability Requirements. Geogrid design embedment length shall be measured from the back of the precast modular block facing unit and shall be consistent for the entire height of a given retaining wall section.
- I. Geogrid shall be positively connected to every precast modular block unit. Design coverage ratio, Rc, as calculated in accordance with AASHTO LRFD Bridge Design Specifications Figure 11.10.6.4.1-2 shall not exceed 0.50.
- J. Preapproved Geogrid Reinforcement Products.
 - Miragrid XT Geogrids as manufactured by TenCate Geosynthetics of Pendergrass, Georgia USA
 - 2. Substitutions: Section 01 60 00 Substitution Requirements

2.03 GEOTEXTILE

- A. Nonwoven geotextile fabric shall be placed as indicated on the retaining wall construction shop drawings. Additionally, the nonwoven geotextile fabric shall be placed in the v-shaped joint between adjacent block units on the same course. The nonwoven geotextile fabric shall meet the requirements Class 3 construction survivability in accordance with AASHTO M 288.
- B. Preapproved Nonwoven Geotextile Products
 - 1. Mirafi 140N
 - 2. Propex Geotex 451
 - 3. Skaps GT-142
 - 4. Thrace-Ling 140EX
 - 5. Carthage Mills FX-40HS
 - 6. Stratatex ST 142
 - 7. Substitutions: Section 01 60 00 Substitution Requirements

2.04 DRAINAGE AGGREGATE AND WALL INFILL

A. Drainage Aggregate and Wall Infill shall be Coarse Aggregate, 6A,6AA, or 6AAA in accordance with Section 902 of the 2012 MDOT Standard Specifications for Construction.

2.05 REINFORCED FILL

- A. Reinforced fill shall be granular material A1 or A2 in accordance with Section 32 05 16 Aggregates for Exterior Improvements
- B. The reinforced backfill material shall be free of sod, peat, roots or other organic or deleterious matter including, but not limited to, ice, snow or frozen soils. Materials passing the No. 40 (0.42 mm) sieve shall have a liquid limit less than 25 and plasticity index less than 6 per ASTM D4318. Organic content in the backfill material shall be less than 1% per AASHTO T-267 and the pH of the backfill material shall be between 5 and 8.
- C. Soundness. The reinforced backfill material shall exhibit a magnesium sulfate soundness loss of less than 30% after four (4) cycles, or sodium sulfate soundness loss of less than 15% after five (5) cycles as measured in accordance with AASHTO T-104.
- D. Reinforced backfill shall not be comprised of crushed or recycled concrete, recycled asphalt, bottom ash, shale or any other material that may degrade, creep or experience a loss in shear strength or a change in pH over time.

2.06 LEVELING PAD

- A. The precast modular block units shall be placed on a leveling pad constructed from crushed stone or unreinforced concrete. The leveling pad shall be constructed to the dimensions and limits shown on the construction plan set.
- B. Crushed stone used for construction of a granular leveling pad shall be Coarse Aggregate 22A in accordance with Section 902 of the 2012 MDOT Standard Specifications for Construction.
- C. Concrete used for construction of an unreinforced or reinforced concrete leveling pad shall satisfy the criteria for concrete as shown on the construction plans. The concrete should be cured a minimum of 12 hours prior to placement of the precast modular block wall retaining units and exhibit a minimum 28-day compressive strength of 2,500 psi (17.2 MPa).

2.07 DRAINAGE

- A. Drainage Pipe:
 - 1. Drainage collection pipe shall be a 4" (100 mm) diameter, 3-hole perforated, HDPE pipe with a minimum pipe stiffness of 22 psi (152 kPa) per ASTM D2412.
 - 2. The drainage pipe shall be manufactured in accordance with ASTM D1248 for HDPE pipe and fittings.
 - 3. Preapproved Drainage Pipe Products
 - a. ADS 3000 Triple Wall pipe as manufactured by Advanced Drainage Systems.

B. PVC Pipe

- 1. ASTM D3034, Poly Vinyl Chloride (PVC) material; bell and spigot style rubber ring sealed gasket joints.
 - a. Wall Thickness:
 - 1) 6" Diameter and Smaller: SDR 35
 - 2) 8" Diameter and Larger: SDR 26
 - b. Joints:
 - 1) ASTM D3212, elastomeric seals.
 - 2) For C-900 pipe, use joints as specified in this Section for Ductile Iron Pipe.
 - c. Fittings:
 - 1) ASTM F1336, PVC, of same wall thickness as pipe. ASTM F477 elastomeric seals for connecting new services to existing pipes.
 - 2) For C-900 pipe, use fittings as specified in this Section for Ductile Iron Pipe.
 - d. Cleanouts
 - 1) PVC body with PVC threaded plug.
 - a) Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

PART 3 - EXECUTION

3.01 GENERAL

A. All work shall be performed in accordance with OSHA safety standards, state and local building codes and manufacturer's requirements.

- B. The General Contractor is responsible for the location and protection of all existing underground utilities. Any new utilities proposed for installation in the vicinity of the retaining wall, shall be installed concurrent with retaining wall construction. The General Contractor shall coordinate the work of subcontractors affected by this requirement.
- C. New utilities installed below the retaining wall shall be backfilled and compacted to a minimum of 98% maximum dry density per ASTM D698 standard proctor.
- D. The General Contractor is responsible to ensure that safe excavations and embankments are maintained throughout the course of the project.
- E. All work shall be inspected by the Inspection Engineer as directed by the Owner.

3.02 EXAMINATION

A. Prior to construction, the General Contractor, Grading Contractor, Retaining Wall Installation Contractor and Inspection Engineer shall examine the areas in which the retaining wall will be constructed to evaluate compliance with the requirements for installation tolerances, worker safety and any site conditions affecting performance of the completed structure. Installation shall proceed only after unsatisfactory conditions have been corrected.

3.03 PREPARATION

A. Fill Soil.

- 1. The Inspection Engineer shall verify that reinforced backfill placed in the reinforced soil zone satisfies the criteria of this section.
- 2. The Inspection Engineer shall verify that any fill soil installed in the foundation and retained soil zones of the retaining wall satisfies the specification of the Retaining Wall Design Engineer as shown on the construction drawings.

B. Excavation.

- The Grading Contractor shall excavate to the lines and grades required for construction of the precast modular block retaining wall as shown on the construction drawings. The Grading Contractor shall minimize over-excavation. Excavation support, if required, shall be the responsibility of the Grading Contractor.
- 2. Over-excavated soil shall be replaced with compacted fill in conformance with the specifications shown on the construction plans.
- 3. Embankment excavations shall be bench cut as directed by the project Geotechnical Engineer and inspected by the Inspection Engineer for compliance.

C. Foundation Preparation.

1. Prior to construction of the precast modular block retaining wall, the leveling pad area and undercut zone (if applicable) shall be cleared and grubbed. All topsoil, brush, frozen soil and organic material shall be removed. Additional foundation soils found to be unsatisfactory beyond the specified undercut limits shall be undercut and replaced with approved fill as directed by the project Geotechnical Engineer. The Inspection Engineer shall ensure that the undercut limits are consistent with the requirements of the project Geotechnical Engineer and that all soil fill material is properly compacted according to project specifications. The Inspection Engineer shall document the volume of undercut and replacement.

- 2. Following excavation for the leveling pad and undercut zone (if applicable), the Inspection Engineer shall evaluate the in-situ soil in the foundation and retained soil zones.
 - a. The Inspection Engineer shall verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate. The Inspection Engineer shall immediately stop work and notify the Owner if the in-situ shear strength is found to be inconsistent with the retaining wall design assumptions.
 - b. The Inspection Engineer shall verify that the foundation soil exhibits sufficient ultimate bearing capacity to satisfy the requirements indicated on the retaining wall construction shop drawings per paragraph 1.06 I of this section.

D. Leveling Pad.

- The leveling pad shall be constructed to provide a level, hard surface on which to
 place the first course of precast modular block units. The leveling pad shall be
 placed in the dimensions shown on the retaining wall construction drawings and
 extend to the limits indicated.
- 2. Crushed Stone Leveling Pad. Crushed stone shall be placed in uniform maximum lifts of 6" (150 mm). The crushed stone shall be compacted by a minimum of 3 passes of a vibratory compactor capable of exerting 2,000 lb (8.9 kN) of centrifugal force and to the satisfaction of the Inspection Engineer.
- 3. Unreinforced Concrete Leveling Pad. The concrete shall be placed in the same dimensions as those required for the crushed stone leveling pad. The Retaining Wall Installation Contractor shall erect proper forms as required to ensure the accurate placement of the concrete leveling pad according to the retaining wall construction drawings.

3.04 PRECAST MODULAR BLOCK WALL SYSTEM INSTALLATION

- A. The precast modular block structure shall be constructed in accordance with the construction drawings, these specifications and the recommendations of the retaining wall system component manufacturers. Where conflicts exist between the manufacturer's recommendations and these specifications, these specifications shall prevail.
- B. Drainage components. Pipe, geotextile and drainage aggregate shall be installed as shown on the construction shop drawings.
- C. Precast Modular Block Installation
 - 1. The first course of block units shall be placed with the front face edges tightly abutted together on the prepared leveling pad at the locations and elevations shown on the construction drawings. The Retaining Wall Installation Contractor shall take special care to ensure that the bottom course of block units are in full contact with the leveling pad, are set level and true and are properly aligned according to the locations shown on the construction drawings.
 - Backfill shall be placed in front of the bottom course of blocks prior to placement
 of subsequent block courses. Nonwoven geotextile fabric shall be placed in the
 V-shaped joints between adjacent blocks. Drainage aggregate shall be placed in
 the V-shaped joints between adjacent blocks to a minimum distance of 12" (300
 mm) behind the block unit.
 - 3. Drainage aggregate shall be placed in 9-inch maximum lifts and compacted by a minimum of three (3) passes of a vibratory plate compactor capable exerting a minimum of 2,000 lb (8.9 kN) of centrifugal force.

- 4. Unit core fill shall be placed in the precast modular block unit vertical core slot. The core fill shall completely fill the slot to the level of the top of the block unit. The top of the block unit shall be broom-cleaned prior to placement of subsequent block courses. No additional courses of precast modular blocks may be stacked before the unit core fill is installed in the blocks on the course below.
- 5. Base course blocks for gravity wall designs (without geosynthetic soil reinforcement) may be furnished without vertical core slots. If so, disregard item 4 above, for the base course blocks in this application.
- 6. Nonwoven geotextile fabric shall be placed between the drainage aggregate and the retained soil (gravity wall design) or between the drainage aggregate and the reinforced fill (reinforced wall design) as required on the retaining wall construction drawings.
- 7. Subsequent courses of block units shall be installed with a running bond (half block horizontal course-to-course offset). With the exception of 90 degree corner units, the shear channel of the upper block shall be fully engaged with the shear knobs of the block course below. The upper block course shall be pushed forward to fully engage the interface shear key between the blocks and to ensure consistent face batter and wall alignment. Geogrid, drainage aggregate, unit core fill, geotextile and properly compacted backfill shall be complete and inplace for each course of block units before the next course of blocks is stacked.
- 8. The elevation of retained soil fill shall not be less than 1 block course (18" (457 mm)) below the elevation of the reinforced backfill throughout the construction of the retaining wall.
- 9. If included as part of the precast modular block wall design, cap units shall be secured with an adhesive in accordance with the precast modular block manufacturer's recommendation.
- D. Geogrid Reinforcement Installation (if required)
 - 1. Geogrid reinforcement shall be installed at the locations and elevations shown on the construction drawings on level fill compacted to the requirements of this specification.
 - 2. Continuous 12" (300 mm) wide strips of geogrid reinforcement shall be passed completely through the vertical core slot of the precast modular block unit and extended to the embedment length shown on the construction plans. The strips shall be staked or anchored as necessary to maintain a taut condition.
 - 3. Reinforcement length (L) of the geogrid reinforcement is measured from the back of the precast modular block unit. The cut length (Lc) is two times the reinforcement length plus additional length through the block facing unit. The cut length is calculated as follows:

```
28" (710mm) Block:
Lc = 2*L + 3 ft (2*L + 0.9 m)
41" (1030mm) Block
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- Lc = 2*L + 5 ft (2*L + 1.5 m)
- 4. The geogrid strip shall be continuous throughout its entire length and may not be spliced. The geogrid shall be furnished in nominal, prefabricated roll widths of 12" (300 mm)+/- ½" (13 mm). No field modification of the geogrid roll width shall be permitted.
- 5. Neither rubber tire nor track vehicles may operate directly on the geogrid. Construction vehicle traffic in the reinforced zone shall be limited to speeds of

less than 5 mph (8 km/hr) once a minimum of 9 inches (230 mm) of compacted fill has been placed over the geogrid reinforcement. Sudden braking and turning of construction vehicles in the reinforced zone shall be avoided.

- E. Construction Tolerance. Allowable construction tolerance of the retaining wall shall be as follows:
 - 1. Deviation from the design batter and horizontal alignment, when measured along a 10' (3 m) straight wall section, shall not exceed 3/4" (19 mm).
 - 2. Deviation from the overall design batter shall not exceed 1/2" (13 mm) per 10' (3 m) of wall height.
 - 3. The maximum allowable offset (horizontal bulge) of the face in any precast modular block joint shall be 1/2" (13 mm).
 - 4. The base of the precast modular block wall excavation shall be within 2" (50 mm) of the staked elevations, unless otherwise approved by the Inspection Engineer.
 - 5. Differential vertical settlement of the face shall not exceed 1' (300 mm) along any 200' (61 m) of wall length.
 - 6. The maximum allowable vertical displacement of the face in any precast modular block joint shall be 1/2" (13 mm).
 - 7. The wall face shall be placed within 2" (50 mm) of the horizontal location staked.

3.05 WALL INFILL AND REINFORCED BACKFILL PLACEMENT

- A. Backfill material placed immediately behind the drainage aggregate shall be compacted as follows:
 - 1. 98% of maximum dry density at ± 2% optimum moisture content per ASTM D698 standard proctor or 85% relative density per ASTM D4254.
- B. Compactive effort within 3' (0.9 m) of the back of the precast modular blocks should be accomplished with walk-behind compactors. Compaction in this zone shall be within 95% of maximum dry density as measured in accordance with ASTM D698 standard proctor or 80% relative density per ASTM D 4254. Heavy equipment should not be operated within 3' (0.9 m) of the back of the precast modular blocks.
- C. Backfill material shall be installed in lifts that do not exceed a compacted thickness of 9" (230 mm).
- D. At the end of each work day, the Retaining Wall Installation Contractor shall grade the surface of the last lift of the granular wall infill to a 3% ± 1% slope away from the precast modular block wall face and compact it.
- E. The General Contractor shall direct the Grading Contractor to protect the precast modular block wall structure against surface water runoff at all times through the use of berms, diversion ditches, silt fence, temporary drains and/or any other necessary measures to prevent soil staining of the wall face, scour of the retaining wall foundation or erosion of the reinforced backfill or wall infill.

3.06 OBSTRUCTIONS IN THE INFILL AND REINFORCED FILL ZONE

- A. The Retaining Wall Installation Contractor shall make all required allowances for obstructions behind and through the wall face in accordance with the approved construction shop drawings.
- B. Should unplanned obstructions become apparent for which the approved construction shop drawings do not account, the affected portion of the wall shall not

be constructed until the Retaining Wall Design Engineer can appropriately address the required procedures for construction of the wall section in question.

3.07 COMPLETION

- A. For walls supporting unpaved areas, a minimum of 12" (300 mm) of compacted, low-permeability fill shall be placed over the granular wall infill zone of the precast modular block retaining wall structure. The adjacent retained soil shall be graded to prevent ponding of water behind the completed retaining wall.
- B. For retaining walls with crest slopes of 5H:1V or steeper, silt fence shall be installed along the wall crest immediately following construction. The silt fence shall be located 3' to 4' (0.9 m to 1.2 m) behind the uppermost precast modular block unit. The crest slope above the wall shall be immediately seeded to establish vegetation. The General Contractor shall ensure that the seeded slope receives adequate irrigation and erosion protection to support germination and growth.
- C. The General Contractor shall confirm that the as-built precast modular block wall geometries conform to the requirements of this section. The General Contractor shall notify the Owner of any deviations.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

4.02 METHOD OF MEASUREMENT

Retaining Wall, Redi-Rock, Ledgestone will be measured in place, in square feet of wall face, from the top of the leveling pad to the top of the wall cap. Pay item includes installation and furnishing all labor, equipment, and materials necessary to complete the work as described. Pay item includes payment for the precast modular blocks, geotextile fabric around drainage stone, drainage pipe, leveling pad aggregate, and drainage stone shown on Modular Block Retaining Wall Sections.

Excavation required for the installation of the wall and backfill soils shall be paid for separately.

Excavation of unsuitable soils and backfill with suitable soils of this excavation will be paid for separately.

END OF SECTION

CITY OF GRAND HAVEN

SPECIAL PROVISION FOR TEMPORARY TRAFFIC CONTROL

ABON:RMK 1 OF 1 1/29/2025

- **a. Description**. This work shall be done in accordance with the requirements of sections 812 of the MDOT 2020 Standard Specifications for Construction and as modified herein.
- **b. Materials.** Temporary traffic control materials shall be per section 922 of the MDOT 2020 Standard Specifications for Construction
- **c.** Construction. Contractor shall submit a traffic control and phasing plan plan for approval by the engineer before starting construction. Contractor shall furnish and operate traffic devices as necessary to facilitate construction while maintaining traffic operations.
- **d. Measurement and Payment**. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item	Pay Unit
Temporary Traffic Control	LSUM

CITY OF GRAND HAVEN

SPECIAL PROVISION FOR STRUCTURES, REM, TIMBER WALL

ABONMARCHE: RMK 1 OF 1 1/29/2025

- **a. Description**. This work shall be done in accordance with the requirements of section 204.03 of the MDOT 2020 Standard Specifications for Construction and as modified herein.
- **b. Materials.** Class II Granular Materials used shall be in accordance with Section 902.07 of the Standard Specifications for Construction.
- **c. Construction.** Remove existing timber wall, railing posts, and footings as part of this pay item.

Backfill holes created by footing removal with MDOT Class II granular material. Backfilling holes will be included as part of this pay item.

Properly dispose of all removed materials.

d. Measurement and Payment. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item	Pay Unit
Structures Rem Timber Wall	LSIM

MICHIGAN DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR SLOPE RESTORATION, NON-FREEWAY

RSD:NJM 1 of 3 APPR:DMG:KJK:10-16-24

- **a. Description.** This work consists of preparing all lawns and slopes on non-freeway projects designated for slope restoration on the plans or as directed by the Engineer and applying topsoil, fertilizer, seed, mulch with mulch anchor, mulch blanket, high velocity mulch blanket, permanent turf reinforcement mat (TRM), bonded fiber matrix (BFM), or modified mulch blanket to those areas. Ensure turf establishment is in accordance with section 816 and 917 of the Standard Specifications for Construction and Standard Plan R-100 Series, except as modified herein or otherwise directed by the Engineer.
- **b. Materials.** The materials, application rates, and construction methods specified in sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer. Furnish the following materials on this project:
 - 1. Seeding mixture as called for on the plans.
 - 2. Chemical fertilizer nutrient, Class A.
 - 3. Topsoil. The following percentages of furnished and salvaged topsoil are estimated for this project and provided for informational purposes only.

Topsoil Furnished: 100 percent Topsoil Salvaged: 0 percent

- 4. Mulching material.
- 5. Bonded Fiber Matrix (BFM) for use in Slope Restoration, Non-Freeway, Type E. Furnish a product from the list below or an approved equal.

Soil Guard	Mat Inc., Floodwood, MN	(888) 477-3028
HydroStraw BFM	HydroStraw, LLC, Rockford, WA	(800) 545-1755
HydraMax	North American Green, Poseyville, IN	(800) 772-2040
Bindex BFM	American Excelsior Co., Arlington, TX	(800) 777-7645
ProMatrix EFM	Profile Products LLC, Buffalo Grove, IL	(800) 508-8681

If multiple grades of the selected product are available, use the grade appropriate for the application as approved by the Engineer.

Approved equal BFMs must consist of long strand, virgin wood fibers (90 percent by weight) bound together by a pre-blended, high-strength polymer adhesive (10 percent by weight). The virgin wood fibers will be thermally refined from clean whole wood chips. Ensure the organic binders are a high-viscosity colloidal polysaccharide tackifier with activating agents to render

the resulting matrix insoluble upon drving.

c. Construction. Ensure construction methods are in accordance with subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames specified in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Shape, compact, and ensure all areas to be seeded are weed-free prior to placing topsoil. Place topsoil to the minimum depth of 4 inches and in accordance with the plans and standard specifications to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, fill this additional depth using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Ensure topsoil is weed and weed seed free and friable prior to placing seed. Remove any stones greater than 1/2-inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top 1/2-inch of topsoil.

Spread mulch at a rate of two tons per acre. If the Engineer allows dormant seeding spread mulch at a rate of 3 tons per acre. Place mulch anchoring over the mulch at a rate in accordance with subsection 816.03.F of the Standard Specifications for Construction. Place mulch blanket and high-velocity mulch blanket in accordance with subsection 816.03.G of the Standard Specifications for Construction and Standard Plan R-100 Series.

Install areas constructed with the TRM on prepared (seeded) grades as shown on the plans in accordance with the manufacturer's published installation guidelines. Anchor the top edge of the TRM in a minimum six-inch deep trench. Operation of equipment on the slope is prohibited after placement of the TRM. No credit for splices, overlaps, tucks, or wasted material will be made.

Mix the BFM and organic binders thoroughly at a rate of 40 pounds for each 100 gallons of water or as otherwise recommended by the manufacturer. Hydraulically apply the BFM slurry in successive layers, from two or more directions, to fully cover 100 percent of the soil surface. Ensure the minimum application rate is at least 3000 pounds of BFM for each acre or otherwise apply in accordance with the manufacturer's recommendations as appropriate depending on site conditions.

Do not apply BFM on saturated soils or immediately before, during, or after rainfall.

Install modified mulch blanket in accordance with the manufacturer's published guidelines and as directed by the Engineer.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed, and mulch treatment. This replacement will be paid for as additional work using the applicable pay items.

If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement will be at no cost to the contract.

The Engineer will inspect the seeded turf to ensure it is well-established, in a vigorous growing

condition, and contains the species called for in the seeding mixture.

If the seeded turf is not well-established at the end of the first growing season, the Contractor is responsible to re-seed until the turf is well established and approved by the Engineer at no cost to the contract.

Provide weed control, if weeds are determined by the Engineer to cover more than 10 percent of the total area of slope restoration, in accordance with subsection 816.03.1 of the Standard Specifications for Construction. Weed control will be at no additional cost to the contract.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Slope Restoration, Non-Freeway, Type	Square Yard

1. Place **Slope Restoration**, **Non-Freeway**, **Type E** as shown on the plans, or as directed by the Engineer and measured by area in square yards in place. **Slope Restoration**, **Non-Freeway**, **Type E** includes installing Topsoil Surface; Fertilizer, Chemical Nutrient; seeding mixture; and Bonded Fiber Matrix.

SECTION 00 41 43 BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:
City of Grand Haven – Clerk's Office
519 Washington Avenue
Grand Haven, MI 49417

www.grandhaven.org
Phone (616) 842-3210

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - List of projects completed of similar nature in the past three (3) years, including installation of Redi-Rock brand retaining walls;
 - Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - F. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Non-Collusion Affadavit;

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
 - A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Bid Price
1	Mobilization, Max.	1	LSUM	\$ 2,500	\$ 2,500
2	Tree, Rem, 6 inch to 18 inch	2	Ea	\$500	\$1000
3	Structures, Rem, Timber Wall	115	Ft	\$ 40	\$ 4600
4	Excavation, Earth	25	Cyd	\$ 20	\$ 500
5	Site Grading	1	LSUM	\$ 1,600	\$ 1,600
6	Erosion Control, Silt Fence	125	Ft	\$ 2.00	\$ 250
7	Retaining Wall, Redi-Rock, Ledgestone	320	Sft	\$ 90.25	\$ 28,880
8	Temporary Traffic Control	1	LSUM	\$500	\$ 500
9	Slope Restoration, Non-Freeway, Type E	250	Syd	\$ 16.00	\$ 4,000
TOTA	L			\$ 43,830	

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addenda 01	January, 2025

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: Ryerson Brother Excavating (typed or printed name of organization) By: (individual's signature) Lee Marcus Name: (typed or printed) Title: Managing Partner (typed or printed) Date: 2/18/2025 (typed or printed) If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. Attest: (individual's signature) Name: Jon Ryerson (typed or printed) Title: Partner (typed or printed) Date: 2/18/2025 (typed or printed) Address for giving notices: 2979 Industrial Pkwy Muskegon, MI, 49445 Bidder's Contact: Name: Lee Marcus (typed or printed) Title: Managing Partner (typed or printed) Phone: 616-886-5755 Email: lee@ryersonbros.com Address: 2979 Industrial Pkwy Muskegon MI, 49445 Bidder's Contractor License No.: (if applicable) 262000873

SECTION 00 43 13 BID BOND (PENAL SUM FORM)

Bidder	Surety		
Name: Ryerson Brothers Excavating LLC	Name: The Ohio Casualty Insurance Company		
Address (principal place of business):	Address (principal place of business):		
2979 Industrial Pkwy Muskegon, MI 49445	175 Berkeley Street Boston, MA 02116		
Owner	Bid		
Name: City of Grand Haven	Project (name and location):		
Address (principal place of business): 519 Washington Street Grand Haven, MI 49417	Project (name and location): Bicentennial Retaining Wall Project Grand Haven, MI		
	Bid Due Date: February 19, 2025		
Penal Sum: Five Percent (5%) of Amount Bid			
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally b	bound hereby, subject to the terms set forth in this Bid Bond,		
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally b do each cause this Bid Bond to be duly exe	cuted by an authorized officer, agent, or representative.		
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally b	cuted by an authorized officer, agent, or representative. Surety		
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally be do each cause this Bid Bond to be duly exe Bidder Ryerson Brothers Excavating LLC	Surety The Ohio Casualty Insurance Company		
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally be do each cause this Bid Bond to be duly exe Bidder	Cuted by an authorized officer, agent, or representative. Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By:		
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally be do each cause this Bid Bond to be duly exe Bidder Ryerson Brothers Excavating LLC (Full formal name of Bidder)	Cuted by an authorized officer, agent, or representative. Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal)		
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally be do each cause this Bid Bond to be duly exe Bidder Ryerson Brothers Excavating LLC (Full formal name of Bidder) By:	Cuted by an authorized officer, agent, or representative. Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power) of Attorney) Name: Rita Jorgenson		
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally be do each cause this Bid Bond to be duly exe Bidder Ryerson Brothers Excavating LLC (Full formal name of Bidder) By: (Signature)	Cuted by an authorized officer, agent, or representative. Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power) of Attorney)		
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally be do each cause this Bid Bond to be duly exe Bidder Ryerson Brothers Excavating LLC (Full formal name of Bidder) By: (Signature) Name:	Cuted by an authorized officer, agent, or representative. Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power) of Attorney) Name: Rita Jorgenson		
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally be do each cause this Bid Bond to be duly exe Bidder Ryerson Brothers Excavating LLC (Full formal name of Bidder) By: (Signature) Name: (Printed or typed) Title:	Cuted by an authorized officer, agent, or representative. Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power of Attorney) Name: Rita Jorgenson (Printed or typed) Title: Attorney-in-Fact		
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally be do each cause this Bid Bond to be duly exe Bidder Ryerson Brothers Excavating LLC (Full formal name of Bidder) By: (Signature) Name: (Printed or typed) Title: Attest: (Signature)	Cuted by an authorized officer, agent, or representative. Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power) of Attarney) Name: Rita Jorgenson (Printed or typed) Title: Attomey-in-Fact Attest: (Signature)		
Date of Bond: February 18, 2025 Surety and Bidder, intending to be legally be do each cause this Bid Bond to be duly exe Bidder Ryerson Brothers Excavating LLC (Full formal name of Bidder) By: (Signature) Name: (Printed or typed) Title:	Cuted by an authorized officer, agent, or representative. Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power of Attorney) Name: Rita Jorgenson (Printed or typed) Title: Attorney-in-Fact		

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice
 of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award
 including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's
 written consent.
- No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Bid Bond Result Form

Principal: Ryerson Brothers Excavating LLC

2979 Industrial Pkwy Muskegon MI 49445

You have received a bid bond for the project described below. The Surety Company needs the results of this bid before issuance of further bonds. If you do not know the result, other than your own bid amount, please indicate this when returning it. Thank you for your cooperation.

Reference #: Estimate:	87862 \$43,830.00	Bond Number:			
	-	y 10% or more from the estimate given, contact our office for approval prior to			
Obligee:		n			
Description:	Engineer Project No Bicentennial Retain	o. 24-1770 ning Wall Project			
Lowest B	Please fill in firm na		also, check off the winn		
2nd Lowe	est Bidder		\$		
3rd Lowe	st Bidder		\$		
IF YC	OUR BID IS NOT LIS	TED ABOVE, WHAT WA	AS YOUR PRICE \$		
COMMENTS:					
Dated:		Ву:	Title: _		

Please return this form via email to katie@goldleafsurety.com

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 18th day of February , 2025 , before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **The Ohio Casualty Insurance Company** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires

DARA L. OLSON
Notary Public-Minusots
My Countrielo Sypins Jon 30, 2033

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of	1			/	
State of County of	_}		/		
On this		day of	, in	the year	, before me
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to me known and known t	o me to be th	e person who is de	escribed in and ex	secuted the fore	going instrument, and
acknowledges to me that l	he/she execut	ed the same.			
			-		
			Nota	ry Public	
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County of					
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hyeron Brothe	& Exact				tion described in and
which executed the forego	oing instrume	ent, and that he/she	signed his/her na	ame thereto by	like order.
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		Heather Ri NOTARY PUBLIC - ST	ATE OF MICHIGAN	H	eather Resthause
		COUNTY OF My Commission Expire Acting in the County of	s October 29, 2030		Riethouse

SECTION 00 45 19 NON-COLLUSION AFFIDAVIT

STATE OF Michigan	
COUNTY OF Muskegon	
member, representative, or agent of entered into any combination, collu- anyone at such letting, nor to prev- bidding, and that his bid is made	reing duly sworn, on oath says that he will not, nor will any other the firm, company, corporation, or partnership represented by him, sion or agreement with any person relative to the price to be bid by ent any person from bidding nor to induce anyone to refrain from without reference to any other bid and without any agreement, any other person in reference to such bidding in any way or manner
Signature of Bidder or Agent	Managing Posters
Lee Marcus Print Name	Managing Partner Position
For: Ryerson Brothers Excavating Name of Firm	
Subscribed and sworn to before me	this 19th day of February, 2025.
My commission expires: 🖰 🔾 🔾	1,2030 Healthe P
Heather Risthouse OTARY PUBLIC - STATE OF MICHIGAN COUNTY OF Muskegon My Commission Expires October 29, 2030 Acting in the County of	Heather Justhabe Notary Public
	END OF SECTION



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8205080-976369

Attorney (or email H

Liberty Mutual Insura under the laws of the	nce Company is a corpora	ation duly organized	under the laws of	nce Company is a corporation duly organized under the laws of the State of New Hampshire, the the State of Massachusetts, and West American Insurance Company is a corporation duly organize suant to and by authority herein set forth, does hereby name, constitute and appoint, _Jack.	
				each individually if there be more than one named, its true and lawful attorney-in-fact to make and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance and other surety obligations in their own properties.	8
IN WITNESS WHER thereto this 23xd	day of March	NSUR 912	bed by an authorized by the second se	Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company West American Insurance Company By:	Γ
therein contained by	MERY ss of March , 20 Casualty Company, and signing on behalf of the co	West American Insu prporations by himsel	rance Company, a If as a duly authori	David M. Carey, Assistant Secretary David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance and that he, as such, being authorized so to do, execute the foregoing instrument for the purpose	(POA) verification inquiries,



wealth of Ponnsylvania - Notary Sea Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044

832-8240 c This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

For bond and/or Pov please call 610-832-Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohlo Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF. I have hereunto set my hand and affixed the seals of said Compenies this 18th February day of







Renee C. Llewellyn, Assistant Secretary

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to:
 City of Grand Haven Clerk's Office
 519 Washington Avenue
 Grand Haven, MI 49417
 www.grandhaven.org
 Phone (616) 842-3210
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - List of projects completed of similar nature in the past three (3) years, including installation of Redi-Rock brand retaining walls;
 - Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - F. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Non-Collusion Affadavit;

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
 - A. Bidder will perform the following Work at the indicated unit prices:



LIST OF SUPPLIERS AND SUBCONTRACTORS

Project Name: BICENTENNIAL RE	TAINING WALL IMPROVEMENTS	CITY OF GRAND HAVEN
-------------------------------	---------------------------	---------------------

Date: 2/18/2025

Bid Number: 2025-0595

Subcontractors

None For this Project

-

Suppliers

Supplier Name	Material	Contact Info	
Grand Rapids Gravel Company	Redi-Rock Wall Blocks	616-291-1408	

Prepared by: Lee Marcus Company Name: Ryerson Brother Excavating

References: 2025-0595 -- GRAND HAVEN BICENTENNIAL RETAINING WALL IMPROVEMENTS CITY OF GRAND HAVEN

Reference Name	Job Date	te Job Description		
Mike Jakubowski Home Owner	June of 2024	Redi-Rock and fieldstone retaining wall with redi-rock steps	616.443.7567	
Steve Osmar Builder	October 2024	Redi-Rock Ledgestone retaining wall approximately 48' Long x 9' Tall	231.888.7657	
Thomas Serio	November 2024	Two Redi-Rock Limestone retaining walls approximately 78' Long x 8' tall	231.286.0102	

Q602855

GRETCHEN WHITMER Governor

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes Company Builder License

RYERSON BROTHERS EXCAVATING LLC 2979 INDUSTRIAL PKWY MUSKEGON, MI 49445

> Qualifying Officer: Martin James Ryerson Qualifying Officer # 242000886

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No. 262000873

Expiration Date: 05/31/2026

This document is duly issued under the laws of the State of Michigan

CITY OF GRAND HAVEN CONTRACTOR SERVICES AGREEMENT

This Agreement is made as of March 17, 2025between the City of Grand Haven, a Michigan Municipal Corporation, the address of which is 519 Washington Street, Grand Haven, Michigan 49417, Attn: City Manager (the "City"), and Ryerson Brothers Excavating the address of which is 2979 Industrial Parkway, Muskegon MI. 49445(the "Contractor").

RECITALS

- A. The City wishes to provide for Bicentennial Retaining Wall Replacement (The "Project").
- B. To complete the Project, the City requires the services of a contractor to provide the necessary labor, materials, and equipment to Bicentennial Retaining Wall Replacement as specified in the Invitation to Bid, Conditions of Contract, Blueprints, General Conditions and Specifications attached as Exhibit A and incorporated by reference.
- C. The Contractor's proposal to provide such services is attached as Exhibit B and incorporated by reference.
- D. The City Council, by its action at a meeting held March 17, 2025 selected the Contractor to complete the Project.

AGREEMENT

In exchange for the consideration in and referred by this Agreement the parties agree as follows.

ARTICLE I CONTRACTOR'S RESPONSIBILITIES

- 1.1 <u>Basic Services, Materials and Equipment</u>. The Contractor shall provide the following services, materials and equipment.
 - (a) All labor, materials, supplies, tools, equipment, process and other services necessary for the complete construction of the Project described in this Agreement, the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached to Exhibit "A", and incorporated by reference, to the approval and complete satisfaction of the City.
 - (b) Any labor, material, supplies, tools, equipment, process or other service which may have been unintentionally omitted from the description of work but which is clearly necessary for the proper completion of the Project in a

- workmanlike manner, shall be furnished by the Contractor as if it had been specified in the scope of work for the Project.
- (c) Any work and materials rejected by City or its engineer as failing to comply with this Agreement shall be promptly removed and replaced by the Contractor to bring it into compliance. This work shall be done at the expense of the Contractor without cost to the City and shall include making good all work of others destroyed or damaged by removal and replacement.
- (d) Provide cost information for any proposed change orders requested by the City. All change orders shall require the signature of the City, the engineer and the Contractor. Minor changes in work or materials not involving an increase in the overall cost of the project or extension of construction time, may be authorized by the City Manager. Other changes will require City Council approval.
- 1.2 <u>Additional Services</u>. The Contractor will perform services in addition to those detailed in section 1.1 of this Agreement only when requested in writing by the City.
- 1.3 <u>Termination</u>. Should the Contractor fail to satisfactorily perform any of its duties and obligations under this Agreement and the attached Exhibit "A", in a timely fashion, the City may, upon thirty (30) days written notice, terminate this Agreement.
- 1.4 <u>Insurance</u>. The Contractor shall, before it commences any work under this agreement, file proofs of insurance as required by the documents attached as Exhibit A and described in Recital B above.

ARTICLE II PHASES FOR COMMENCEMENT AND COMPLETION

- 2.1 <u>Phases</u>. The project shall be commenced and completed per the Invitation to Bid Conditions of Contract, General Conditions and Specifications dated March 17, 2025
- 2.2 <u>Commencement and Completion</u>. Work shall commence and not be interrupted until completion on or before May 16, 2025

ARTICLE III COMPENSATION AND PAYMENT

- 3.1 <u>Compensation.</u> The City shall pay the Contractor the sum of \$43,830 as provided for by in the Contractor's proposal attached as Exhibit B, for the services performed under section 1.1 of this Agreement. Additional services as defined in section 1.2 of this Agreement will be performed for a fee agreed upon in writing prior to the performance of such services.
- 3.2 <u>Billing and Payment</u>. The Contractor will submit monthly invoices to the City for a <u>Pro rata</u> amount of the completed work. All payments unless reasonably disputed within thirty (30) business days of the City's receipt of the invoice, shall be paid

- within <u>forty-five (45)</u> days of the City's receipt of the invoice. Provided that, ten percent (10%) of each invoice amount shall be retained by the City until the Project is compete to the City's reasonable satisfaction.
- 3.3 <u>Liens</u>. The Contractor, its agents, or sub-contractors shall not place any lien upon any City property or any of its building, improvements, fixtures or appurtenances, or any other City property with first securing a valid judgement against the City.

ARTICLE IV MISCELLANEOUS

- 4.1 <u>Notices</u>. Any notice or other communication to be given under this Agreement shall be personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.
- 4.2 <u>Governing Law</u>. This Agreement has been executed and delivered in, and shall be interpreted and enforced under the laws of the State of Michigan. To the extent permitted by law, the state courts of Ottawa County, Michigan shall be the jurisdiction and venue for any litigation or other proceeding between the parties that may be brought by reason of this Agreement.
- 4.3 <u>Waiver of Breach</u>. Neither party's waiver of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.
- 4.4 <u>Enforcement</u>. If either party takes legal action to enforce this Agreement, the prevailing party shall be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorney's fees.
- 4.5 <u>Headings</u>. The headings in this Agreement are for reference purposes and shall not affect the meaning or interpretation of this Agreement.
- 4.6 Entire Agreement. This Agreement supersedes all previous or contemporaneous agreements between the parties and constitutes the entire Agreement between the parties relating to its subject matter, except for the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached as Exhibit A and the Proposal attached as Exhibit B, both of which are incorporated by reference. No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into to this Agreement, the parties are relying solely upon the representations and agreements in this Agreement and no others.
- 4.7 <u>Conflicts</u>. In case of any conflict between this Agreement and its Exhibits, the terms of this Agreement shall control. In case of any conflict between the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached as

Exhibit A and the Proposal attached as Exhibit B, the terms of the Invitation to Bid, conditions of contract, General Conditions and Specifications attached as Exhibit A shall control.

The parties have executed this Agreement as of the date first written above.

WITNESSES:		THE CITY OF GRAND HAVEN	
	By:		
		Robert Monetza, Mayor	
	Ву: _	Maria Boersma, City Clerk	
		THE CONTRACTOR:	
	Ву: _		
		Its	
	Ву:		
		Its	

City of Grand Haven Department of Public Works 616-847-3493



MEMORANDUM

TO: Ashley Latsch – City Manager

CC: Eric Law – Water Filtration Plant Superintendent

FROM: Derek Gajdos – Project Management Director $\mathcal{D}\mathcal{G}$

DATE: March 11, 2025

SUBJECT: Approval of Change Order 002 for Task Order 002 – Task 005 – Coal Yard Closure

Construction Management, Verification and Reporting

In order to complete the Coal Yard Closure requirements, HDR has proposed the attached Change Order 002 to Task Order 002, Task 005 for Construction Management and Oversight Services which include removal verification services and final reporting to the Department of Environment, Great Lakes and Energy (EGLE). These services will be reimbursed by the Board of Light and Power as this project solely includes coal removal activities.

The BLP and City Council have already awarded the construction contract to TLC Contracting in late February and early March of this year. The BLP Board approved this HDR Change Order at their February 2025 meeting.

Therefore, City staff recommends that the City Council approve Change Order 002 to Task Order 002, Task 005 to HDR in the not to exceed amount of \$148,671 and authorize the Mayor and City Clerk to execute the necessary documents.

City of Grand Haven Department of Public Works 616-847-3493



MEMORANDUM

TO: Ashley Latsch- City Manager

CC: Dana Kollewehr- Assistant City Manager

FROM: Brian Jarosz- Waterfront and Events Manager

DATE: 03/07/2025

SUBJECT: 2025 Coast Guard Festival- Council Approval

The Grand Haven Coast Guard Festival staff have submitted a special event application for the annual Coast Guard Festival.

The 101st annual Coast Guard Festival is scheduled to take place Friday, July 25th through Saturday, August 2nd.

Festival details were presented to City Council on March 03, 2025.



EVENT DATE(S): July 27 - Aug 2

EVENT NAME: Boat Slips

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

OFF	ICE US	SE ONLY

12 pr	RI IIME:	END TIME:	SETU	JP TIME	: TEAF	R DOWN COMPLETED BY:
EVENT LOCATION	V(S): Grand Ha	aven City Marina Slips	1-20 and 23			
Is this a recurring	g event in t	the City of Gran	nd Haven?	P □ No	Yes	
If no, please comp						
APPLICAN	TINF	ORMATIO	N			
ORGANIZATION N	NAME: Grand	Haven Coast Guard Fe	estival. Inc			
ORGANIZATION A						
RESPONSIBLE PA						
RESPONSIBLE PA APPLICANT PHON					ort@coastauar	refeat org
EVENT DAY CONT		IE/CELL PHONE	EM/	gkeek 616-9	01-3959	dfest.org
2,2,3,2,1,00,1,1						ng entire event.
EVENT DET						A chromomorphish
runs, walks, and and staff require	parades, P	ublic Safety re	serves the	e right t	o amend	at the time of application. For route requests based on safety
Boat Slips sponsors are priv	vate sponsorship	s for a specific doc during of the marina at all time	ng the specific s	dates of the	e festival	es from the previous year.
Will there be food	trucks/co			Yes		
Will there be tent			No H	Yes	- W. J. M. W. J. J. J.	ons and permits required.
그렇는 경기는 이렇게 그렇게 들어 가는 사람들이 되어?		Marie				on and permit required.
	ived at the	e eventr v	140	res	Separate	e license required through MLCC
Will alcohol be se		Marie	No _	Yes		e license required through MLCC

EVENT DETAILS & LOGISTI	CS CONTINUED
Department of Public Works Sei	rvices (Check all that apply)
	ectric, \$200 plus usage Stadium Fencing,
	srk Rental, fees vary by park \$800-\$4400 Street Closures, \$150
Salety	ortable Mobile Stage
Cardboard Trash (SI	howmobile), \$500-\$1025 Sound System, \$100
	nitation (Grey Water/Grease) Water, \$100 plus usage
	icant requests. Parks/Facilities/Street rental fee will apply
LIABILITY INSURANCE Liability insurance naming the City of Grand H	laven as additional insured is required for all events.
SPECIAL EVENT FEES	aven as additional insured is required for all events.
Submit the special event and park application due at the time a completed application is sul	on fees with completed application. Application fees are bmitted. A cost estimate of event fees will be provided fee schedule for additional fees and current rates.
To Be Completed by Applicant	City of Grand Haven Resident and
	Non Profit Discount
Resident/Non-Profit Application Fee, \$100	Residents & Non Profits located within the City of
Non-Resident/Profit Application Fee, \$150	Grand Haven (COGH) are eligible for up to \$500 in discounted fees.
Park Permit Application Fee, \$35	Non-Profits located outside the COGH are eligible
Duncan Park Application Fee, \$25	for up to \$250 in discounted fees.
	 Discounts only apply to facility, park and public space rental fees (not incidental costs).
	Discounts are subject to approval and current
	special event policy.
I am requesting the maximum allowable disc	ount (Initial Here): amk
REQUIREMENTS OF THE SP	ECIAL EVENT
 Applicant will comply with all rules and regulation 	ions of the City of Grand Haven Special Event Policy.
 Applicant shall comply with all City of Grand Ha The applicant organization will hold the City of 	iven Ordinances.
 Event grounds will be left clean and free of litte 	er. Failure of the applicant to satisfactorily clean the site may
result in the City cleaning the site and billing the	e applicant for its services.
 The City reserves the right to deny changes to t Failure to provide any requested information pro 	omptly or providing false information may result in denial or
revocation of the Special Event Permit.	
Failure to comply with any requirements of t your deposit, immediate event suspension, a	he Special Event Permit may result in the forfeiture of nd the denial of future event requests.
With my signature, I certify that I have read a Policy and all items listed in this application. regulations.	and agree to the City of Grand Haven Special Events I agree to abide by all applicable ordinances and
Traces Riles	2/7/25 Date
Signature J J	Date



START TIME: END TIME:

2:30 am

7:30 am,

EVENT NAME: Cruise in Car Show

EVENT DATE(S): July 27_

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by March 1st for events held between May and August and 90+ days before events occurring from September through April.

OFFICE	USE ONLY

TEAR DOWN COMPLETED BY:

3:00 pm

Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

SET UP TIME:

6:00 am

EVENT LOCATIO	N(S): Washington from First to Fou	rth with side streets f	rom Columb	us to Franklin - Also Courthouse Parking lot
Is this a recurrir	ng event in the City of C	arand Haven	? N	o 🗸 Yes
If no, please com	nplete full special event	application		
APPLICAL	NT INFORMAT	ION		
ORGANIZATION RESPONSIBLE P RESPONSIBLE P APPLICANT PHO	ARTY NAME: Tracy Riley - Ex ARTY ADDRESS: 113 N Sec DNE: 616-846-5940 NTACT (NAME/CELL PH	and Haven MI 4941 xecutive Director cond, Grand Haven EMONE): Mike Bea	7 MI 49417 1AIL: <u>supp</u>	
10121012	그리는 아이들이 있는 아이를 가게 되었다.		na avai	lable during entire event.
EVENT DE	TAILS & LOG	ISTICS		
parking spaces	, etc., to be submitted t d parades, Public Safet	o the best o	f your k	vent site, setup, requested road closures, nowledge at the time of application. For to amend route requests based on safety
				ny changes from the previous year. ntyhouse Parking lot to display cars as overflow
		<u> </u>	_	
	od trucks/concessions?		Yes	Inspections and permits required.
	nts over 400 sq. feet?	✓ No	Yes	Inspection and permit required.
Will alcohol be s 1	served at the event?	✓ No	Yes	Separate license required through MLCC.

EVENT DETAILS & LOGISTICS CONTINUED	
Department of Public Works Services (Check all that apply)	All Park To
Banner, \$125-\$350 Electric, \$200 plus usage Stadium Fe	
	00 sures, \$150
Safety) Sound Sys	stem, \$100
Cardboard Trash	oo plus usage
Container/Liners, \$13/each Sanitation (Grey Water/Grease) Water, \$10 Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fees	
LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required for al	202020000000000
SPECIAL EVENT FEES	
Submit the special event and park application fees with completed application. Applic due at the time a completed application is submitted. A cost estimate of event fees will be upon staff review of application. See current fee schedule for additional fees and current	oe provided
To Be Completed by Applicant City of Grand Haven Resident	autor Manager Court
Non Profit Discount	
Resident/Non-Profit Application Fee, \$100 • Residents & Non Profits located within	
Non-Resident/Profit Application Fee, \$150 Grand Haven (COGH) are eligible for under discounted fees.	up to \$500 in
Park Permit Application Fee, \$35 • Non-Profits located outside the COGH	H are eligible
Duncan Park Application Fee, \$25 for up to \$250 in discounted fees, Discounts only apply to facility, park	a veral as on 192
• Discounts only apply to facility, park a space rental fees (not incidental costs	
Discounts are subject to approval and special event policy.	
I am requesting the maximum allowable discount (Initial Here):	
REQUIREMENTS OF THE SPECIAL EVENT	
 Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Po Applicant shall comply with all City of Grand Haven Ordinances. 	olicy.
 The applicant organization will hold the City of Grand Haven harmless from all claims. Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean 	the cite may
result in the City cleaning the site and billing the applicant for its services.	the site may
• The City reserves the right to deny changes to the application once final approval is given.	n to desirate an
 Failure to provide any requested information promptly or providing false information may result revocation of the Special Event Permit. 	t in denial or
Failure to comply with any requirements of the Special Event Permit may result in the	forfeiture of
your deposit, immediate event suspension, and the denial of future event requests.	4.000.000.000.000
With my signature, I certify that I have read and agree to the City of Grand Haven Spec Policy and all items listed in this application. I agree to abide by all applicable ordinan regulations.	
Tracy Maly 215/25	
Signature Date	



EVENT DATE(S): July 26

EVENT NAME: Cardboard Boat Race

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

	_

	START TIME: 1:30 pm	END TIME: 4:00 pm	SET UP TIME: 11:00 am	TEAR DOWN COMPLETED BY: 5:00 pm
EVENT LOC	CATION(S): Lynne	Sherwood Waterfron	t Stadium	
Is this a red	curring event in	the City of Gran	d Haven? No	✓ Yes
If no, please	e complete full s	pecial event appl	ication	
APPLI	CANT INF	ORMATIO	N	
ORGANIZAT RESPONSIE RESPONSIE APPLICANT	TION ADDRESS: BLE PARTY NAMI BLE PARTY ADDR PHONE: <u>616-846</u> CONTACT (NAM	E: Tracy Riley - Exec RESS: 113 N Second -5940 ME/CELL PHONE	d Haven MI 49417 utive Director d, Grand Haven MI 494 EMAIL: <u>Suppor</u>): Brandon Davis 231-2	t@coastguardfest.org
EVENT	DETAILS	& LOGIST	ICS	
parking sp runs, walk	aces, etc., to be	submitted to th	e best of your know	nt site, setup, requested road closures, wledge at the time of application. For amend route requests based on safety
Teams who ha Boats will laun	ve built a cardboard ch from the stadium	boat will compete in NW then back to the	an approx 150 yard rac west end of the stadiun	changes from the previous year. e in the Grand River in front of the stadium nys
Will there b		concessions? 🗸 o sq. feet?	No Yes II	nspections and permits required. nspection and permit required. Separate license required through MLCC.

EVENT DETAILS & LOGISTICS CONTINUED Department of Public Works Services (Check all that apply) Banner, \$125-\$350 Electric, \$200 plus usage Stadium Fencing, \$800-\$4400 Barricades, \$3-\$15/each (# and Park Rental, fees vary by park Street Closures, \$150 type determined by Public Portable Mobile Stage Safety) Sound System, \$100 (Showmobile), \$500-\$1025 Cardboard Trash Sanitation (Grey Water/Grease) Water, \$100 plus usage Container/Liners, \$13/each Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required for all events. SPECIAL EVENT FEES Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates. To Be Completed by Applicant City of Grand Haven Resident and Non Profit Discount Residents & Non Profits located within the City of Resident/Non-Profit Application Fee, \$100 Grand Haven (COGH) are eligible for up to \$500 in Non-Resident/Profit Application Fee, \$150 discounted fees. · Non-Profits located outside the COGH are eligible Park Permit Application Fee, \$35 for up to \$250 in discounted fees. Duncan Park Application Fee, \$25 Discounts only apply to facility, park and public space rental fees (not incidental costs). · Discounts are subject to approval and current special event policy. I am requesting the maximum allowable discount (Initial Here): amk REQUIREMENTS OF THE SPECIAL EVENT Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy. · Applicant shall comply with all City of Grand Haven Ordinances. • The applicant organization will hold the City of Grand Haven harmless from all claims. · Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services. • The City reserves the right to deny changes to the application once final approval is given. Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit. Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests.

With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable ordinances and

regulations.



APPLICATION FOR PARK USE PERMIT

APPLICATION FEE \$35.00 -PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

APPLICANT / SPONSORING ORGANIZATION INFORMATION

Applicant Name: Cardboard Boat Race		***************************************	
Sponsor Organization: Grand Haven Coast Guard Fes	stivalContact Person:	Amy Kozanecki	
Non-Profit Federal ID Number (if applicable):			
Address: 113 N Second	Grand Haven	MI	49417
Street (616)846-5940 Daytime Phone	City support@coastgu	State ardfest.org	Zip
Daytime Phone		Email Address	
EVENT INFORMATION Cardboard Boat Race			
Event Location: LSWS			
Date(s) of Event: July 26			
Activity Start Time: 1:30 pm			
Description of Type of Event: (concert, picnic, wedding cardboard boats racing in the channel in front of LWS			
Estimated Number of Persons Attending: 2500-3000		V V	

ALL QUESTIONS MUST BE ANSWERED OR APPLICATION WILL NOT BE ACCEPTED

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

INSURANCE CERTIFICATE REQUIR ED (excluding weddings): A Certificate of Insurance for Comprehensive

General Liability and Property Damage in the amount of \$1,000,000.00 naming the City of Grand Haven as the additional insured is required per occurrence. The Certificate of Insurance <u>must be submitted</u> with the application.
PROOF OF INSURANCE ATTACHED: Yes No
SELLING/FUNDRAISING:
Will any selling/fundraising occur? If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.
SPONSORSHIP/BANNER/SIGNS:
Will any sponsorship occur? Yes No
Will any signs or banners be used? Yes No If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event.
TENTS/CANOPIES: Will any temporary structures be used? If yes, please list the number of tents, sizes and location of each:
No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.
EQUIPMENT/MATERIALS USED: Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park? Yes No

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant: Vacy & Reley

Date: 215 25

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollewehr
519 Washington
Grand Haven, MI 49417
specialevents@grandhaven.org

Office:616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven Attn: Char Seise 421 Columbus Grand Haven, MI 49417 cseise@grandhaven.org

Office: 616.842.2550



EVENT DATE(S): July 29 - Aug 2

EVENT NAME: Carnival

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

uired for any event on s. The application and nts held between May events occurring from

OFFICE USE ONLY

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

	START TIME:	END TIME:	SET UP TIM	E: T	EAR DOWN COMPLETED BY:	
EVENT LO	CATION(S): Harbour	Front Lot, Chinook Pier,	Covenant Life Church Pa	- arking Lot		
ls this a re	curring event in	the City of Gran	d Haven?	10 1	Yes	
If no, pleas	se complete full s	oecial event app	lication			
APPLI	CANT INF	ORMATIO	N			
ORGANIZA RESPONSI	TION NAME: Grand TION ADDRESS: D BLE PARTY NAME BLE PARTY ADDR	113 N Second, Grand Ha	aven MI 49417 ve Director			
	T PHONE: 616-846-5				tguardfest.org	
EVENT DAY	Y CONTACT (NAM	1E/CELL PHONE): Scott Klaassen 616-	638-2161		
	Represer	ntative must be	on site and avai	lable c	luring entire event.	
EVENT	DETAILS	& LOGIS	TICS			
parking sp runs, walk	paces, etc., to be	submitted to th	e best of your k	nowle	te, setup, requested road clos dge at the time of application. and route requests based on sa	For
Annual Carnival f	for the festival - Times vary	/ daily			nges from the previous year.	
Will there b		oncessions?		Inspe	ections and permits required. ection and permit required. rate license required through	

EVENT DETAILS & LOGISTICS CONTINUED	
Department of Public Works Services (Check all that apply)	
Banner, \$125-\$350 Electric, \$200 plus usage Stadium Fencing,	
Barricades, \$3-\$15/each (# and Park Rental, fees vary by park	
type determined by Public Portable Mobile Stage Street Closures, \$150	
Safety) (Showmobile), \$500-\$1025 Sound System, \$100	
Container/Liners, \$13/each Sanitation (Grey Water/Grease) Water, \$100 plus usag	е
Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply	
LIABILITY INSURANCE	
Liability insurance naming the City of Grand Haven as additional insured is required for all events.	
SPECIAL EVENT FEES Submit the special event and park application fees with completed application. Application fees ar	
due at the time a completed application is submitted. A cost estimate of event fees will be provided	U
upon staff review of application. See current fee schedule for additional fees and current rates.	
To Be Completed by Applicant City of Grand Haven Resident and	
Non Profit Discount Resident/Non-Profit Application Fee, \$100 • Residents & Non Profits located within the City of	
Grand Haven (COGH) are eligible for up to \$500 in	
Non-Resident/Profit Application Fee, \$150 discounted fees.	
Park Permit Application Fee, \$35 • Non-Profits located outside the COGH are eligible for up to \$250 in discounted fees.	9
Duncan Park Application Fee, \$25 • Discounts only apply to facility, park and public	
space rental fees (not incidental costs).	
 Discounts are subject to approval and current special event policy. 	
I am requesting the maximum allowable discount (Initial Here):	
REQUIREMENTS OF THE SPECIAL EVENT	
Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy.	
Applicant shall comply with all City of Grand Haven Ordinances.	
 The applicant organization will hold the City of Grand Haven harmless from all claims. Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may 	
result in the City cleaning the site and billing the applicant for its services.	
 The City reserves the right to deny changes to the application once final approval is given. Failure to provide any requested information promptly or providing false information may result in denial or 	
revocation of the Special Event Permit.	
Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of	F
your deposit, immediate event suspension, and the denial of future event requests.	
With my signature, I certify that I have read and agree to the City of Grand Haven Special Events	
Policy and all items listed in this application. I agree to abide by all applicable ordinances and regulations.	
Tracy 1 Riley 2/5/25 Signature Date	
Signature O O Date	



EVENT NAME: Community Picnic

EVENT DATE(S): July 27

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

	OF	FIC	E U	SE	ОИ	LY
Т						

	START TIME: 12:00	END TIME: 3:00	SET UP TIME: 8:00	TEAR DOWN COMPLETED BY: 5:00
EVENT LOC	ATION(S): Mulliga	n's Hollow - Lodge		
Is this a rec	curring event in	the City of Grand	d Haven? No	✓ Yes
If no, please	complete full s	pecial event appl	ication	-
APPLIC	CANT INF	ORMATIO	N	
ORGANIZAT RESPONSIB RESPONSIB APPLICANT	TION ADDRESS: LE PARTY NAME LE PARTY ADDR PHONE: 616-846 CONTACT (NAME	: Tracy Riley, Execu RESS: 113 N Second -5940 ME/CELL PHONE	d Haven MI 49417 utive Director d, Grand Haven MI 494 EMAIL: suppor): Chandi Pape 616-84	rt@coastguardfest.org
EVENT		& LOGIST		sto during online event.
parking sparuns, walks	aces, etc., to be	submitted to the	e best of your kno	nt site, setup, requested road closures, wledge at the time of application. For amend route requests based on safety
Picnic in Mulliga	an's Hollow. Will ha	ve Music, Food and (Games	changes from the previous year.
Will there b Will there b		oncessions?	No Yes I	nspections and permits required. nspection and permit required. Separate license required through MLCC.

EVENT DETAILS & LOGISTICS CONTINUED	
Department of Public Works Services (Check all that apply	y)
	adium Fencing. 00-\$4400
type determined by Public Stre	reet Closures, \$150
Portable Mobile Stage	und System, \$100
	ater, \$100 plus usage
Additional incidental fees apply based on applicant requests. Parks/Facilities/Street	t rental fee will apply
LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required	ed for all events.
SPECIAL EVENT FEES Submit the special event and park application fees with completed application. due at the time a completed application is submitted. A cost estimate of event fees upon staff review of application. See current fee schedule for additional fees and of	es will be provided
To Be Completed by Applicant City of Grand Haven Re	and the first termination of the state of th
Resident/Non-Profit Application Fee, \$100 Non-Resident/Profit Application Fee. \$150 Park Permit Application Fee, \$35 Duncan Park Application Fee, \$25 Duncan Park Application Fee, \$25 Tam requesting the maximum allowable discount (Initial Here): Non Profit Discounted Grand Haven (COGH) are eligibed discounted fees. Non-Profits located outside the for up to \$250 in discounted fees. Discounts only apply to facility space rental fees (not incidental possible event policy). I am requesting the maximum allowable discount (Initial Here):	ed within the City of ble for up to \$500 in ne COGH are eligible ees. y, park and public tal costs).
 REQUIREMENTS OF THE SPECIAL EVENT Applicant will comply with all rules and regulations of the City of Grand Haven Special E Applicant shall comply with all City of Grand Haven Ordinances. The applicant organization will hold the City of Grand Haven harmless from all claims. Event grounds will be left clean and free of litter. Failure of the applicant to satisfactoril result in the City cleaning the site and billing the applicant for its services. The City reserves the right to deny changes to the application once final approval is give. Failure to provide any requested information promptly or providing false information man revocation of the Special Event Permit. Failure to comply with any requirements of the Special Event Permit may result your deposit, immediate event suspension, and the denial of future event requestions. With my signature, I certify that I have read and agree to the City of Grand Haven Policy and all items listed in this application. I agree to abide by all applicable or 	ily clean the site may ven. hay result in denial or tin the forfeiture of ests. en Special Events

2/5/28 Date



APPLICATION FOR PARK USE PERMIT

APPLICATION FEE \$35.00 -PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

APPLICANT / SPONSORING ORGANIZATION INFORMATION

Applicant Name: Community Picnic					
Sponsor Organization: Grand Haven Coast Guard Festiv	/alContact Person:	Amy Kozanecki			
Non-Profit Federal ID Number (if applicable):					
Address: 113 N Second	grand haven	mi	49417		
Street	City support@coastgu	State sardfest.org	Zip		
(616)846-5940 Daytime Phone	Email Address				
EVENT INFORMATION					
Event Name: Community Picnic					
Event Location: Mulligans' Hollow and Lodge					
Date(s) of Event:	Set Up Tim	e: <u>8:00</u> am			
Activity Start Time:Activity End Time:					
Description of Type of Event: (concert, picnic, wedding,	etc.):				
Family picnic with Music, Food and Games.					
Estimated Number of Persons Attending: 1000+					

ALL QUESTIONS MUST BE ANSWERED OR APPLICATION WILL NOT BE ACCEPTED

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

INSURANCE CERTIFICATE REQUIR ED (excluding weddings): A Certificate of Insurance for Comprehensive

General Liability and Property Damage in the amount of \$1,000,000,00 naming the City of Grand Haven as the additional insured is required per occurrence. The Certificate of Insurance must be submitted with the application. PROOF OF INSURANCE ATTACHED: SELLING/FUNDRAISING: Will any selling/fundraising occur? If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained. SPONSORSHIP/BANNER/SIGNS: Will any sponsorship occur? Yes No Will any signs or banners be used? Yes No If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event. TENTS/CANOPIES: Will any temporary structures be used? Yes If yes, please list the number of tents, sizes and location of each: 40x120same as kids/senior day No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. Absolutely no stakes or poles in the ground are to be used in erecting tents, A diagram of the event layout must be included. EQUIPMENT/MATERIALS USED: Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park? No

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant:

Date: 2/5/25

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollewehr
519 Washington
Grand Haven, MI 49417
specialevents@grandhaven.org

Office:616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven Attn: Char Seise 421 Columbus Grand Haven, MI 49417 cseise@grandhaven.org

Office: 616.842.2550



EVENT NAME: Finale Fireworks Saturday-Friday Drone Show EVENT DATE(S): Aug 1 drone show - Aug 2 Fireworks

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

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	START TIME: 9:45	END TIME: 10:45	SET UP TIMI 6:00 am	E: TEAR D	OWN COMPLETED BY: 3:00 pm	
EVENT LOC	CATION(S): Both eve	ents will launch from Dew	ey Hill - same locations	as last year		
Is this a red	curring event in	the City of Gran	d Haven? N	o 🗸 Yes		
If no, please	e complete full s	pecial event appl	lication			
APPLI	CANT INF	ORMATIO	N			
ORGANIZAT RESPONSIE RESPONSIE APPLICANT EVENT DAY EVENT DAY All event r parking sp runs, walks	BLE PARTY NAME BLE PARTY ADDR PHONE: 616-846-5 CONTACT (NAME) Represer DETAILS equests require aces, etc., to be	113 N Second, Grand Ha Tracy Riley - Executive ESS: 113 N Second, G 940 ME/CELL PHONE ntative must be & LOGIST a current to-sca submitted to th	e Director Grand Haven MI 49417 EMAIL: Sup EMAIL: Sup The Brad Boyink on site and avai FICS Ale map of the ele best of your k	port@coastguardfes lable during vent site, set nowledge at	entire event. up, requested road closures, the time of application. For ute requests based on safety	
Pro Finale Fireworks v	vide a descripti vill go off as part of the M	on of your even	nt and outline a day evening as always.	F20	rom the previous year.	
		nd it will lead into the Mu	sical Fountain.			
Will there b Will there b	e food trucks/c e tents over 400 be served at th	oncessions?		Inspection:	s and permits required. and permit required. cense required through MLCG	С.

EVENT DETAILS & LOGISTICS CONTINUED Department of Public Works Services (Check all that apply) Banner, \$125-\$350 Electric, \$200 plus usage Stadium Fencing. \$800-\$4400 Barricades, \$3-\$15/each (# and Park Rental, fees vary by park Street Closures, \$150 type determined by Public Portable Mobile Stage Safety) Sound System, \$100 (Showmobile), \$500-\$1025 Cardboard Trash Water, \$100 plus usage Sanitation (Grey Water/Grease) Container/Liners, \$13/each Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required for all events. SPECIAL EVENT FEES Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates. To Be Completed by Applicant City of Grand Haven Resident and Non Profit Discount · Residents & Non Profits located within the City of Resident/Non-Profit Application Fee, \$100 Grand Haven (COGH) are eligible for up to \$500 in Non-Resident/Profit Application Fee, \$150 discounted fees. · Non-Profits located outside the COGH are eligible Park Permit Application Fee, \$35 for up to \$250 in discounted fees. Duncan Park Application Fee, \$25 · Discounts only apply to facility, park and public space rental fees (not incidental costs). Discounts are subject to approval and current special event policy. I am requesting the maximum allowable discount (Initial Here): REQUIREMENTS OF THE SPECIAL EVENT Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy. Applicant shall comply with all City of Grand Haven Ordinances. The applicant organization will hold the City of Grand Haven harmless from all claims. · Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services. The City reserves the right to deny changes to the application once final approval is given. · Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit. Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests. With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable ordinances and

regulations.

Signature



EVENT NAME: Food Vendor Row

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by March 1st for events held between May and August and 90+ days before events occurring from September through April.

EVENT DATE(S): July 29- Aug 3		
START TIME: END TIME: 10:00 am 2:00 am	SET UP TIME: 6:00 am	TEAR DOWN COMPLETED BY: 4:00 am
EVENT LOCATION(S): Angled Parking along H	larbor Drive	
Is this a recurring event in the City of G	rand Haven? No	Yes
If no, please complete full special event a	pplication	
APPLICANT INFORMATI	ON	
ORGANIZATION ADDRESS: 113 N Second, G RESPONSIBLE PARTY NAME: Tracy Riley - E RESPONSIBLE PARTY ADDRESS: 113 N Se APPLICANT PHONE: 616-846-5940 EVENT DAY CONTACT (NAME/CELL PHO Representative must	Executive Director cond, Grand Haven MI 494 EMAIL: Suppor NE): Jeremy swiftney 616 be on site and availak	17 rt@coastguardfest.org
All event requests require a current to- parking spaces, etc., to be submitted to runs, walks, and parades, Public Safety and staff requirements.	the best of your kno	wledge at the time of application. For
Provide a description of your explacement of Food Vendors along Harbor Drive at E	Bicentennial Park to enhanc	
	tennial Park	
Will there be food trucks/concessions? Will there be tents over 400 sq. feet?	No Yes I	nspections and permits required. nspection and permit required.
Will alcohol be served at the event?	No Yes	Separate license required through MLCC.

Banner, \$125-\$350 Banner, \$125-\$350 Banricades, \$3-\$15/each (# and type determined by Public Safety) Cardboard Trash Container/Liners, \$13/each Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required for all events. SPECIAL EVENT FEES Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates. To Be Completed by Applicant Resident/Non-Profit Application Fee, \$100 Non-Resident/Profit Applica	EVENT DETAILS & LOGISTICS CO	NTINUED	
Barricades. \$3-\$16/each (# and	Department of Public Works Services (C	heck all that app	oly)
type determined by Public Safety) Cardboard Trash Container/Liners, \$13/each Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required for all events. SPECIAL EVENT FEES Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates. To Be Completed by Applicant Resident/Non-Profit Application Fee. \$100 Non-Resident/Profit Application Fee. \$100 Non-Resident/Profit Application Fee. \$100 Non-Resident/Profit Application Fee. \$25 Duncan Park Application Fee. \$25 Duncan Park Application Fee. \$25 Duncan Park Application Fee. \$25 Discounts are subject to approval and current spacial event policy. I am requesting the maximum allowable discount (Initial Here): REQUIREMENTS OF THE SPECIAL EVENT Applicant will comply with all city of Grand Haven Ordinances. The applicant organization will hoolt the City of Grand Haven Special Event Policy. Applicant shall comply with all city of Grand Haven Ordinances. The opplicant organization will hoolt the City of Grand Haven In application is services. The City reserves the right to deny changes to the application once final approval is given. Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit. Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests. With my signature, I certify that I have read and agree to the City of Grand Haven Special Events With my signature, I certify that I have read and agree to abide by all applicable ordinances and regulations.	Banner, \$125-\$350	plus usage	Stadium Fencing,
Safety) Cardboard Trash Container/Liners, \$13/each Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required for all events. SPECIAL EVENT FEES Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates. To Be Completed by Applicant City of Grand Haven Resident and Non Profit Discount Resident/Non-Profit Application Fee. \$150 Park Permit Application Fee. \$35 Duncan Park Application Fee. \$25 Duncan Park Application Fee. \$25 Duncan Park Application Fee. \$25 Discounts are subject to approval and current special event policy. I am requesting the maximum allowable discount (Initial Here): Applicant organization will hold the City of Grand Haven Non Special Event Policy. Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy. Applicant organization will hold the City of Grand Haven harmless from all claims. Event grounds will be left clean and free of litter, Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant in ris services. The City reserves the right to deny changes to the application once final approval is given. Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit. Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests. With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree		ees vary by bark —	
Cardboard Trash Container/Liners, \$13/each	L Portable Mon	ile Stage	
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Signature 25/25 Date	Policy and all items listed in this application. I agree to		
	Signature & Rulen	2[5]25 Date	



EVENT NAME: Grand Parade EVENT DATE(S): Aug 2

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

OF	-ICE	USE	ONLY

	START TIME: 11:45 am	END TIME: 2:00 pm	SET UP TIME: 6:#0 am	TEAR DOWN COMPLETED BY: 2:00 pm
EVENT LO	CATION(S): Angled	Parking along Harbo	or Drive	
Is this a re	curring event in	the City of Gran	d Haven? No	Yes
If no, pleas	e complete full s	oecial event appl	ication	
APPLI	CANT INF	ORMATIO	N	
ORGANIZA RESPONSIE RESPONSIE APPLICAN	BLE PARTY NAME BLE PARTY ADDR FPHONE: <u>616-846-</u> Y CONTACT (NAM	113 N Second, Grand Tracy Riley - Exec ESS: 113 N Second 5940	d Haven MI 49417 sutive Director d, Grand Haven MI 49 EMAIL: suppo): Bryce Bergman 616	ort@coastguardfest.org
EVENT	DETAILS	& LOGIST	ics	
parking sp runs, walk	aces, etc., to be	submitted to th	e best of your kno	ent site, setup, requested road closures, owledge at the time of application. For o amend route requests based on safety
Parade along t	he streets of Grand F	laven. Route is the s	ame as it's been for y	
Will there b	oe food trucks/c	oncessions? 🗸	No Yes	Inspections and permits required.
	e tents over 400	The state of the s	No Yes	Inspection and permit required.
Will alcoho 1	l be served at th	e event?	No Yes	Separate license required through MLCC.

EVENT DETAILS & LOGISTICS CONTINUED Department of Public Works Services (Check all that apply) Banner, \$125-\$350 Electric, \$200 plus usage Stadium Fencing, \$800-\$4400 Barricades, \$3-\$15/each (# and Park Rental, fees vary by park Street Closures, \$150 type determined by Public Portable Mobile Stage Safety) Sound System, \$100 (Showmobile), \$500-\$1025 Cardboard Trash Water, \$100 plus usage Sanitation (Grey Water/Grease) Container/Liners, \$13/each Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required for all events. SPECIAL EVENT FEES Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates. To Be Completed by Applicant City of Grand Haven Resident and Non Profit Discount · Residents & Non Profits located within the City of Resident/Non-Profit Application Fee, \$100 Grand Haven (COGH) are eligible for up to \$500 in Non-Resident/Profit Application Fee. \$150 discounted fees. · Non-Profits located outside the COGH are eligible Park Permit Application Fee, \$35 for up to \$250 in discounted fees. Duncan Park Application Fee, \$25 · Discounts only apply to facility, park and public space rental fees (not incidental costs). Discounts are subject to approval and current special event policy. I am requesting the maximum allowable discount (Initial Here): amk REQUIREMENTS OF THE SPECIAL EVENT · Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy. · Applicant shall comply with all City of Grand Haven Ordinances. The applicant organization will hold the City of Grand Haven harmless from all claims. · Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services. The City reserves the right to deny changes to the application once final approval is given. · Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit. Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests. With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable ordinances and

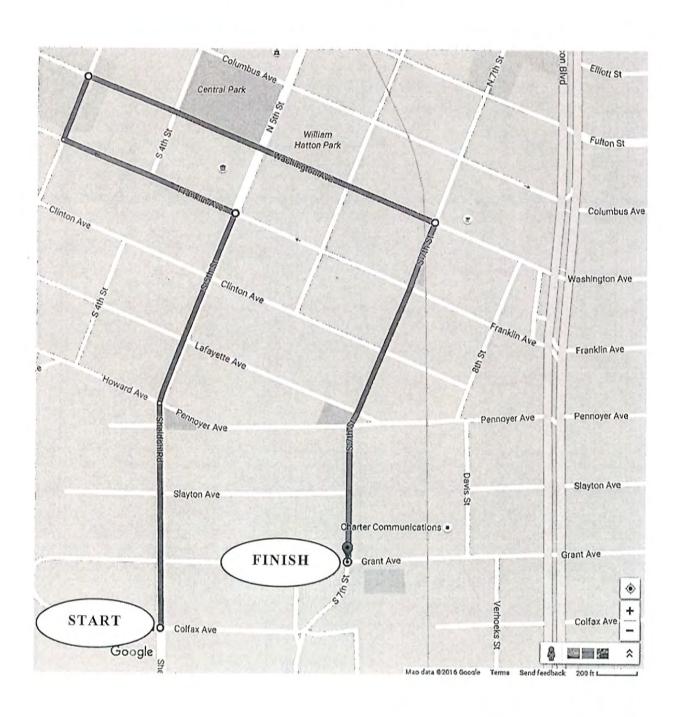
regulations.

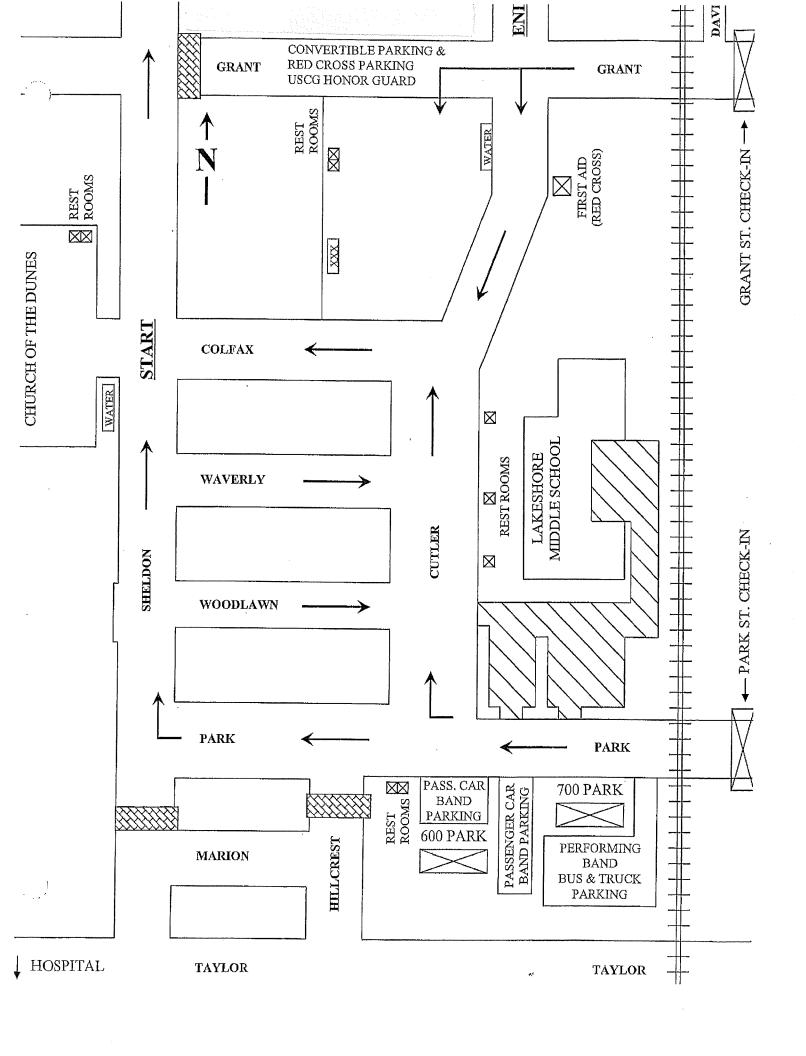
Signature



2025 GRAND PARADE Saturday, August 2, 2025 – 11:45 AM

PARADE ROUTE MAP







CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

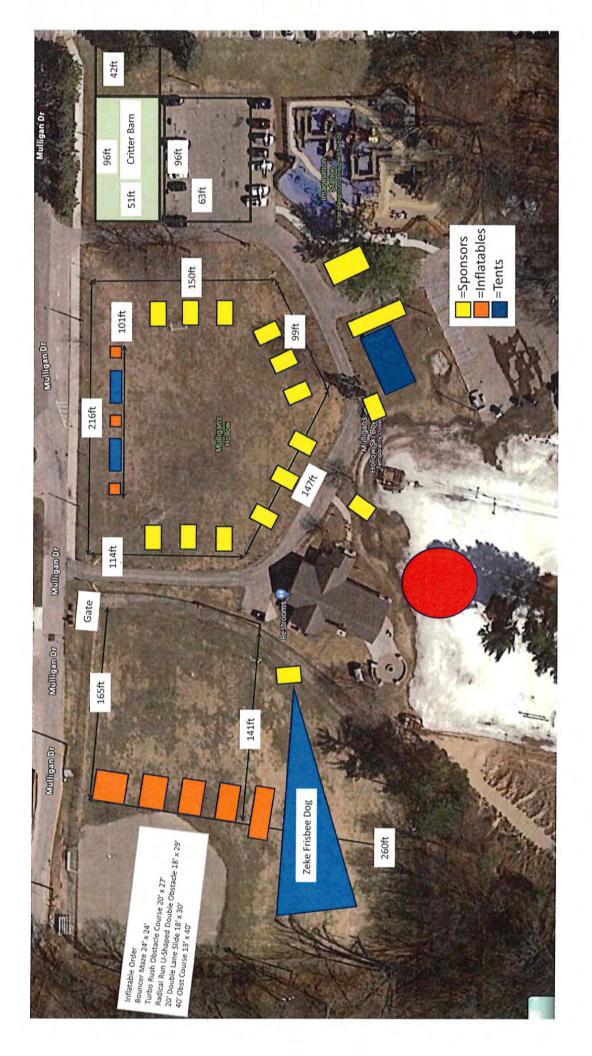
OTTICE	USE ONLY

EVENT DA		END TIME:		TEAR DOWN COMPLETED BY:							
	9 am	2 pm	6 am	4 pm							
EVENT LOCATION(S): Mulligans Hollow - Y Drive - Lodge											
Is this a re	curring event in	the City of Gran	d Haven? No	✓ Yes							
If no, pleas	se complete full s	pecial event appl	lication								
APPLI	CANT INF	ORMATIO	N								
ORGANIZA RESPONSII RESPONSII APPLICAN EVENT DA EVENT DA All event i parking sp runs, walk and staff i	BLE PARTY NAME BLE PARTY ADDR T PHONE: 616-846- Y CONTACT (NAM Represer DETAILS requests require baces, etc., to be is, and parades, Frequirements.	113 N Second, Grands Tracy Riley - Executes: 113 N Second 5940 ME/CELL PHONE That ive must be a current to-scale submitted to the public Safety reserved.	d Haven MI 49417 cutive Director d, Grand Haven MI 494 EMAIL: Suppo Dave Heatherington on site and availal FICS ale map of the eve e best of your knows	rt@coastguardfest.org 616-502-4373 cle during entire event. nt site, setup, requested road closures, wledge at the time of application. For amend route requests based on safety							
Numerous Act	ivities in Mulligan's H	ollow for kids		changes from the previous year.							
Will there b		oncessions?	No 🗸 Yes No 🗸 Yes	nspections and permits required. nspection and permit required.							
		O 0.00111.		Separate license required through MLC	٠,						

EVENT DETAILS & LOGISTICS CONTINUED Department of Public Works Services (Check all that apply) Banner, \$125-\$350 Electric, \$200 plus usage Stadium Fencing, \$800-\$4400 Barricades, \$3-\$15/each (# and | Park Rental, fees vary by park Street Closures, \$150 type determined by Public Portable Mobile Stage Safety) Sound System, \$100 (Showmobile), \$500-\$1025 Cardboard Trash Sanitation (Grey Water/Grease) ✓ Water, \$100 plus usage Container/Liners, \$13/each Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required for all events. SPECIAL EVENT FEES Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates. To Be Completed by Applicant City of Grand Haven Resident and Non Profit Discount · Residents & Non Profits located within the City of Resident/Non-Profit Application Fee. \$100 Grand Haven (COGH) are eligible for up to \$500 in Non-Resident/Profit Application Fee, \$150 discounted fees. · Non-Profits located outside the COGH are eligible Park Permit Application Fee, \$35 for up to \$250 in discounted fees. Duncan Park Application Fee, \$25 · Discounts only apply to facility, park and public space rental fees (not incidental costs). · Discounts are subject to approval and current special event policy. I am requesting the maximum allowable discount (Initial Here): amk REQUIREMENTS OF THE SPECIAL EVENT · Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy. · Applicant shall comply with all City of Grand Haven Ordinances. The applicant organization will hold the City of Grand Haven harmless from all claims. • Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services. • The City reserves the right to deny changes to the application once final approval is given. • Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit. Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests.

With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable ordinances and

regulations.





APPLICATION FEE \$35.00 - PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

Applicant Name: Kids Day			
Sponsor Organization: Grand Haven Coast Guard Festiv	/alContact Person: Ar	my Kozanecki	
Non-Profit Federal ID Number (if applicable):		da (a	
Address: 113 N Second	Grand Haven	MI	49417
Street	City support@coastguard	State fest.org	Zip
(⁶¹⁶)846-5940 Daytime Phone	Er	nail Address	
EVENT INFORMATION			
Event Name: Kids Day			
Event Location: Mulligans Hollow			
Date(s) of Event: July 30	Set Up Time: _	:00 am	
Activity Start Time:	Activity End Time: 2:0	00pm	
Description of Type of Event: (concert, picnic, wedding,	etc.):		
Numerous kids activities around Mulligan Hollow - Free	to attend		
Estimated Number of Persons Attending: 3500+			

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

INSURANCE CERTIFICATE REQUIR ED (excluding weddings): A Certificate of Insurance for Comprehensive

General Liability and Property Damage in the amount of \$1,000,000.00 naming the City of Grand Haven as the additional insured is required per occurrence. The Certificate of Insurance <u>must be submitted</u> with the application.
PROOF OF INSURANCE ATTACHED: Yes No
SELLING/FUNDRAISING:
Will any selling/fundraising occur? Yes No
If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.
SPONSORSHIP/BANNER/SIGNS;
Will any sponsorship occur? Yes No
Will any signs or banners be used? Yes No If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event.
TENTS/CANOPIES:
Will any temporary structures be used? Yes No
If yes, please list the number of tents, sizes and location of each: 1 40x120 No tents or other temporary structures are allowed in any City Park without written approval of the Director of
Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for
the requirements. Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.
EQUIPMENT/MATERIALS USED: Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park?
If ves, please provide a list of the equipment and sizes that you are requesting approval for and set up

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant: Tacy Ricey

Date: 2/5 25

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollewehr
519 Washington
Grand Haven, MI 49417
specialevents@grandhaven.org

Office:616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven Attn: Char Seise 421 Columbus Grand Haven, MI 49417 cseise@grandhaven.org

Office: 616.842.2550



EVENT NAME: Kids Parade EVENT DATE(S): July 26

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417, Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

	ART TIME: 0:30 am	END TIME: 12:30 pm	SET UP TIME 8:00 am	: TEAR [DOWN COMPLETED BY: 1:00 pm	
EVENT LOCATION	DN(S): Downto	wn - Washington, Fr	anklin, Fifth and Firs	t Streets		
Is this a recurri	ng event in t	he City of Grand	Haven? No	V Yes		
If no, please cor	nplete full sp	ecial event appli	cation	_		
APPLICA	NT INFO	DRMATIO	N			
RESPONSIBLE F	ADDRESS: 1 PARTY NAME	13 N Second, Grand Tracy Riley - Exec	l Haven MI 49417			
APPLICANT PHO				oort@coastgua oon 616-502-3	ardfest.org 133, Joni Bennett 616-402-2783	
	Represen	tative must be o	on site and avail	able during	entire event.	
EVENT DE	TAILS	& LOGIST	ICS			
parking spaces	d parades, P	submitted to the	e best of your kr	nowledge a	tup, requested road closures, t the time of application. For oute requests based on safety	
Event starts at the C We look to host betw	ounty Parking Idveen 25 and 40	its and heads west d units in the parade	lown Franklin, turn ri	ght at First stre	from the previous year. eet to Washington and up to Fifth.	14 44
Will there be fo Will there be te Will alcohol be	od trucks/co	oncessions? 🗸		Inspection Inspection	ns and permits required. In and permit required. In it is included the second control of	
1		7 77 70 10 10 10 10 10 10 10 10 10 10 10 10 10		ooparate (Todaliou tillough MEGC	

EVENT DETAILS & LOGISTICS CONTINUED
Department of Public Works Services (Check all that apply)
Banner, \$125-\$350 Barricades, \$3-\$15/each (# and type determined by Public Safety) Cardboard Trash Container/Liners, \$13/each Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required for all events. SPECIAL EVENT FEES Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided
upon staff review of application. See current fee schedule for additional fees and current rates.
To Be Completed by Applicant City of Grand Haven Resident and Non Profit Discount Resident/Non-Profit Application Fee, \$100 Non-Resident/Profit Application Fee, \$150 Park Permit Application Fee, \$35 Duncan Park Application Fee, \$25 Duncan Park Application Fee, \$25 Discounts only apply to facility, park and public space rental fees (not incidental costs). Discounts are subject to approval and current special event policy. I am requesting the maximum allowable discount (Initial Here):
 REQUIREMENTS OF THE SPECIAL EVENT Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy. Applicant shall comply with all City of Grand Haven Ordinances. The applicant organization will hold the City of Grand Haven harmless from all claims. Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services. The City reserves the right to deny changes to the application once final approval is given. Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit. Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests.

With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable ordinances and



EVENT DATE(S): Aug 1

START TIME: END TIME:

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

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Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

SET UP TIME: TEAR DOWN COMPLETED BY:

EVENT NAME: National Memorial Service

4:00 pm 5:00 pm 12:00 pm 5:30 pm
EVENT LOCATION(S): Escanaba Park
Is this a recurring event in the City of Grand Haven? No Ves
If no, please complete full special event application
APPLICANT INFORMATION
ORGANIZATION NAME: Grand Haven Coast Guard Festival Inc. ORGANIZATION ADDRESS: 113 N Second, Grand Haven MI 49417 RESPONSIBLE PARTY NAME: Tracy Riley - Executive Director RESPONSIBLE PARTY ADDRESS: 113 N Second, Grand Haven MI 49417 APPLICANT PHONE: 616-846-5940 EMAIL: support@coastguardfest.org EVENT DAY CONTACT (NAME/CELL PHONE): Bob Niemiec 248-760-1636 Representative must be on site and available during entire event. EVENT DETAILS & LOGISTICS
All event requests require a current to-scale map of the event site, setup, requested road closures, parking spaces, etc., to be submitted to the best of your knowledge at the time of application. For runs, walks, and parades, Public Safety reserves the right to amend route requests based on safety and staff requirements.
Provide a description of your event and outline any changes from the previous year. Annual Memoral Service to honor those who have served in the USCG
Closure of Harbor Drive at Sand west to Butch's Parking lot from 3:15 to 5:15.
Will there be food trucks/concessions? No Yes Inspections and permits required. Will there be tents over 400 sq. feet? No Yes Inspection and permit required. Will alcohol be served at the event? No Yes Separate license required through MLCC.

EVENT DETAILS & LOGISTICS CONTINUED Department of Public Works Services (Check all that apply) Banner, \$125-\$350 Electric, \$200 plus usage Stadium Fencing. \$800-\$4400 Barricades, \$3-\$15/each (# and Park Rental, fees vary by park Street Closures, \$150 type determined by Public Portable Mobile Stage Safety) Sound System, \$100 (Showmobile), \$500-\$1025 Cardboard Trash Sanitation (Grey Water/Grease) Water, \$100 plus usage Container/Liners, \$13/each Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required for all events. SPECIAL EVENT FEES Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates. To Be Completed by Applicant City of Grand Haven Resident and Non Profit Discount · Residents & Non Profits located within the City of Resident/Non-Profit Application Fee, \$100 Grand Haven (COGH) are eligible for up to \$500 in Non-Resident/Profit Application Fee, \$150 discounted fees. · Non-Profits located outside the COGH are eligible Park Permit Application Fee, \$35 for up to \$250 in discounted fees. Duncan Park Application Fee, \$25 · Discounts only apply to facility, park and public space rental fees (not incidental costs). Discounts are subject to approval and current special event policy. I am requesting the maximum allowable discount (Initial Here): amk REQUIREMENTS OF THE SPECIAL EVENT · Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy. · Applicant shall comply with all City of Grand Haven Ordinances. The applicant organization will hold the City of Grand Haven harmless from all claims. • Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services. The City reserves the right to deny changes to the application once final approval is given. · Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit. Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests. With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable ordinances and regulations.



APPLICATION FEE \$35.00 -PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

Applicant Name: National Memorial Service			
Sponsor Organization: Grand Haven Coast Guard Festiv	alContact Person: [Amy Kozanecki	****
Non-Profit Federal ID Number (if applicable):			
Address: 113 N Second	Grand Haven	MI	49417
Street 616 \ \ 846-5940	City support@coastgua	State rdfest.org	Zip
Daytime Phone		Email Address	
EVENT INFORMATION			
Event Name: National Memorial Service			
Event Location: Escanaba Park			
Date(s) of Event: Aug 1			
Activity Start Time: 4:00 pm	Activity End Time: 5	5:00 pm	
Description of Type of Event: (concert, picnic, wedding, e			
Annual National Coast Guard Memorial Service			
Estimated Number of Persons Attending: 500			

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

INSURANCE CERTIFICATE REQUIR ED (excluding weddings): A Certificate of Insurance for Comprehensive General Liability and Property Damage in the amount of \$1,000,000.00 naming the City of Grand Haven as the

additional insured is required per occurrence. The Certificate of Insurance must be submitted with the application. PROOF OF INSURANCE ATTACHED: SELLING/FUNDRAISING: Will any selling/fundraising occur? Yes If ves. also fill out the appropriate attached vendor sheets for Food Service Information (page 5). No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained. SPONSORSHIP/BANNER/SIGNS: Will any sponsorship occur? Yes No Will any signs or banners be used? Yes If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event. TENTS/CANOPIES: Will any temporary structures be used? Yes If yes, please list the number of tents, sizes and location of each: No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included. EQUIPMENT/MATERIALS USED: Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park?

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant: Wacy & Ruley

Date: 2(5(25

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollewehr
519 Washington
Grand Haven, MI 49417
specialevents@grandhaven.org

Office:616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven Attn: Char Seise 421 Columbus Grand Haven, MI 49417 cseise@grandhaven.org

Office: 616.842.2550



EVENT NAME: Parade of Ships

EVENT DATE(S): July 28

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

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Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

START TIM 1:00 PM	E: END TIME: 3:00 PM	SET UP TIME: 12:00 PM	TEAR DOWN COMPLETED BY: 1 hour after arrival
EVENT LOCATION(S): Esc	anaba Park		
Is this a recurring event	in the City of Gran	d Haven? No	Yes
If no, please complete ful	l special event appl	lication	
APPLICANT IN	FORMATIO	N	
RESPONSIBLE PARTY AD APPLICANT PHONE: 616-5 EVENT DAY CONTACT (N	S: 113 N Second, Gran ME: Grand Haven Coa DRESS: 113 N Second 346-5940 AME/CELL PHONE	d Haven MI 49417 ast Guard Festival.Inc d, Grand Haven MI 494 EMAIL: Suppor b); Rob Kumpf 201-213-	@coastguardfest.org
EVENT DETAIL			te during entire event.
parking spaces, etc., to	be submitted to th	e best of your know	nt site, setup, requested road closures, wledge at the time of application. For amend route requests based on safety
Parade of Ships down the Grand Volunteers will hand out minatur 3+ ships are planned to be in the	d River entrance to Grar e flags to wave at ships e Parade	nd Haven. Public will ling welcoming the visitors	changes from the previous year. g up along the park and south pier to view the ships
Will there be food trucks Will there be tents over a Will alcohol be served at	c/concessions? 🗸	No Yes II	nspections and permits required. Inspection and permit required. Inspection and permit required. Inspection and permit required. Inspection and permit required.

EVENT DETAILS & LOCISTIC	SC CONTINUED	
Barricades, \$3-\$15/each (# and Park type determined by Public Safety) Cardboard Trash		pply) Stadium Fencing. \$800-\$4400 Street Closures, \$150 Sound System, \$100 Water, \$100 plus usage
Additional incidental fees apply based on applic		
SPECIAL EVENT FEES Submit the special event and park application due at the time a completed application is subsupon staff review of application. See current fe	mitted. A cost estimate of ever	nt fees will be provided
To Be Completed by Applicant Resident/Non-Profit Application Fee, \$100 Non-Resident/Profit Application Fee, \$150 Park Permit Application Fee, \$35 Duncan Park Application Fee, \$25	City of Grand Have Non Profit I Residents & Non Profits Io Grand Haven (COGH) are discounted fees. Non-Profits located outside for up to \$250 in discount Discounts only apply to faspace rental fees (not inceed) Discounts are subject to a special event policy.	en Resident and Discount Disco
I am requesting the maximum allowable disco	ount (Initial Here); amk	

REQUIREMENTS OF THE SPECIAL EVENT

- · Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy.
- · Applicant shall comply with all City of Grand Haven Ordinances.
- The applicant organization will hold the City of Grand Haven harmless from all claims.
- Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services.
- The City reserves the right to deny changes to the application once final approval is given,
- Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit.

Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests.

With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable ordinances and regulations.

May Milen	2/5/25
Signature (Date



APPLICATION FEE \$35.00 - PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

Applicant Name: Parade of Ships			
Sponsor Organization: Grand Haven Coast Gua	ard Festival Contact Person: Am	y Kozanecki	
Non-Profit Federal ID Number (if applicable):			
Address: 113 N Second	Grand Haven	MI	49417
Street	City support@coastguardfe	State est.org	Zip
(⁶¹⁶)846-5940 Daytime Phone	Em	ail Address	
EVENT INFORMATION			
Event Name: Parade of Ships	***		
Event Location: Escanaba Park			
Date(s) of Event: July 28	Set Up Time:	::00 pm	
Activity Start Time: 1:00 pm	Activity End Time: 3:00) pm or 1 hour a	fter arrival
Description of Type of Event: (concert, picnic, w	vedding, etc.):		
Parade of SHhips down the grand river entrance	e - spectators along the pier and in	Escanaba Park	
Estimated Number of Persons Attending. in exc	ess of 3500		

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

INSURANCE CERTIFICATE REQUIR ED (excluding weddings): A Certificate of Insurance for Comprehensive General Liability and Property Damage in the amount of \$1,000,000.00 paming the City of Grand Haven as the

additional insured is required per occurrence. The Certificate of Insurance <u>must be submitted</u> with the application.
PROOF OF INSURANCE ATTACHED: Yes No
SELLING/FUNDRAISING:
Will any selling/fundraising occur? Yes No If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.
SPONSORSHIP/BANNER/SIGNS:
Will any sponsorship occur? Yes No
Will any signs or banners be used? If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event.
TENTS/CANOPIES: Will any temporary structures be used? If yes, please list the number of tents, sizes and location of each:
No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.
EQUIPMENT/MATERIALS USED: Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park?

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant: Tacy Niley

Date: 2 5 25

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollewehr
519 Washington
Grand Haven, MI 49417
specialevents@grandhaven.org

Office:616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven Attn: Char Seise 421 Columbus Grand Haven, MI 49417 cseise@grandhaven.org

Office: 616.842.2550



EVENT NAME: Senior Day
EVENT DATE(S): July 30

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

		T

Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

START TIME: 9:00 am	END TIME; 2:00 pm	SET UP TIME: 6:30 am	TEAR DOWN COMPLETED BY: 4:00 pm
EVENT LOCATION(S): Mullig	ans' Hollow Y Drive L	odge	
Is this a recurring event in	the City of Gran	d Haven? No	✓ Yes
If no, please complete full	special event appl	lication	
APPLICANT INF	ORMATIO	N	
RESPONSIBLE PARTY NAM RESPONSIBLE PARTY ADD APPLICANT PHONE: 616-84 EVENT DAY CONTACT (NA	113 N Second, Gran E: Tracy Riley - Exec RESS: 113 N Second 3-5940 ME/CELL PHONE	d Haven MI 49417 cutive Director d, Grand Haven MI 494 EMAIL: support :): Deb Hoffman 616-79	t@coastguardfest.org
EVENT DETAILS	& LOGIST	rics	and course
parking spaces, etc., to be	submitted to th	e best of your know	nt site, setup, requested road closures, wledge at the time of application. For amend route requests based on safety
Activities for Seniors, Band enterta Lunch provided by a sponsor Free for all to attend	inment and Health ve	ndors	changes from the previous year.
Will there be food trucks/ Will there be tents over 40 Will alcohol be served at t	concessions? 🗸	No Yes Ir	nspections and permits required. Inspection and permit required. Inspection and permit required. Inspection and permit required through MLCC.

EVENT DETAILS & LOGIS	TICS CONTINUED	
Department of Public Works S	Services (Check all that ap	ply)
Banner, \$125-\$350	Electric, \$200 plus usage	Stadium Fencing.
Barricades, \$3-\$15/each (# and 🗸	Park Rental, fees vary by park	\$800-\$4400 Street Closures, \$150
type determined by Public Safety)	Portable Mobile Stage (Showmobile), \$500-\$1025	Sound System, \$100
Cardboard Trash Container/Liners, \$13/each	Sanitation (Grey Water/Grease)	Water, \$100 plus usage
Additional incidental fees apply based on a	A PARTY AND ADDRESS OF THE PARTY AND ADDRESS O	reet rental fee will apply
LIABILITY INSURANCE Liability insurance naming the City of Grand	d Haven as additional insured is req	uired for all events.
SPECIAL EVENT FEES		
Submit the special event and park application is due at the time a completed application is upon staff review of application. See current	submitted. A cost estimate of event	t fees will be provided
To Be Completed by Applicant	City of Grand Have	n Resident and
Resident/Non-Profit Application Fee, \$10 Non-Resident/Profit Application Fee, \$15 Park Permit Application Fee, \$35 Duncan Park Application Fee, \$25 I am requesting the maximum allowable of	Grand Haven (COGH) are e discounted fees. Non-Profits located outsid for up to \$250 in discounte Discounts only apply to fac space rental fees (not incide). Discounts are subject to apprecial event policy.	cated within the City of ligible for up to \$500 in e the COGH are eligible ed fees. cility, park and public dental costs).
 REQUIREMENTS OF THE S Applicant will comply with all rules and regular and regular applicant shall comply with all City of Grand The applicant organization will hold the City Event grounds will be left clean and free of result in the City cleaning the site and billing The City reserves the right to deny changes Failure to provide any requested information revocation of the Special Event Permit. Failure to comply with any requirements of your deposit, immediate event suspension 	ulations of the City of Grand Haven Spect d Haven Ordinances. Tof Grand Haven harmless from all clair litter. Failure of the applicant to satisfact g the applicant for its services. To the application once final approval is a promptly or providing false information	ms. ctorily clean the site may s given. on may result in denial or sult in the forfeiture of
With my signature, I certify that I have real Policy and all items listed in this application	2007년 전 그림에 하는 그 프랑이 프로그램이다. 이 이 이번 1. 1500 그는 스크린 그림에 그를 그 사이지를 모았다.	
regulations.	r = f	
- Tracy & Riley	2/5/25	-
Signature	Date	



APPLICATION FEE \$35.00 -PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

Applicant Name: Senior Day			
Sponsor Organization: Grand Haven Coast Guard Fee	stivalContact Person: _	Amy Kozanecki	
Non-Profit Federal ID Number (if applicable):			
Address: 113 N Second	Grand Haven	MI	49417
Street (616)846-5940	City support@coastgua	State rdfest.org	Zip
Daytime Phone		Email Address	
EVENT INFORMATION Senior Day Event Name:			
Event Location: Mulligans Hollow			
Date(s) of Event: July 30	Set Up Time:	6:00 am	
Activity Start Time:	Activity End Time: 2	2:00pm	
Description of Type of Event: (concert, picnic, wedding	g, etc.):		
Numerous Activities around Mulligan Hollow - Free to	attend, Vendors, Pickleba	II, sponsor provided	l lunch
Estimated Number of Persons Attending. 1500			

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

INSURANCE CERTIFICATE REQUIR ED (excluding weddings): A Certificate of Insurance for Comprehensive General Liability and Property Damage in the amount of \$1,000,000.00 naming the City of Grand Haven as the additional insured is required per occurrence. The Certificate of Insurance must be submitted with the application. PROOF OF INSURANCE ATTACHED:

SELLING/FUNDRAISING:

Will any selling/fundraising occur?	Yes	No	
If yes, also fill out the appropriate attached	vendor sheets for	Food Service Information (page 5). No fe-	е

mav be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.

SPONSORSHIP/BANNER/SIGNS:

Will any sponsorship occur?

, ,	V			No
If yes, banners must be 2' x 7', and will be pla	ced b	y city staff at a	ppro	ved locations. All signs and banners must
approved brought to the Department of Public	Worl	ks. A fee is req	uired	d to hang all street banners see current fee

Yes

be schedule for rate. Banners will be removed and must be picked up after the event.

TENTS/CANOPIES:

Will any temporary structures be used?	V	Yes	\square N	0				
If yes, please list the number of tents	s, siz	es and location	n of eac	ch:	1 40x120			
	11					 	-	-

No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.

EQUIPMENT/MATERIALS USED:

Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park?

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant: Tracy Nuley

Date: 2/5/25

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollewehr
519 Washington
Grand Haven, MI 49417
specialevents@grandhaven.org

Office:616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven Attn: Char Seise 421 Columbus Grand Haven, MI 49417 cseise@grandhaven.org

Office: 616.842.2550



EVENT DATE(S): July 28 to Aug 2

EVENT NAME: Ship Tours

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by March 1st for events held between May and August and 90+ days before events occurring from September through April.

Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

	TIME: SET UP		DOWN COMPLETED BY:
EVENT LOCATION(S): Escanaba Park			
Is this a recurring event in the Cil		No Ves	
APPLICANT INFORM	MATION		
ORGANIZATION NAME: Grand Haver ORGANIZATION ADDRESS: 113 N S RESPONSIBLE PARTY NAME: Grand RESPONSIBLE PARTY ADDRESS: 1 APPLICANT PHONE: 616-846-5940 EVENT DAY CONTACT (NAME/CE Representative EVENT DETAILS & L All event requests require a curr parking spaces, etc., to be submit runs, walks, and parades, Public and staff requirements.	econd, Grand Haven MI 49 d Haven Coast Guard Fest 13 N Second, Grand Have EMAIL LL PHONE); Rob Kumpf e must be on site and OGISTICS ent to-scale map of t	oval Inc in MI 49417 support@coastgu 201-213-4938 available during the event site, se	g entire event. etup, requested road closures,
Provide a description of Ship tours of the UCGC Cutters in port. Tim			
Fencing and sewer pump out will be neede	<u>d</u>		
Will there be food trucks/conces Will there be tents over 400 sq. fe Will alcohol be served at the even	sions? 🗸 No 🗌 Y	'es Inspectio 'es Inspectio	

EVENT DETAILS & LOGISTI	CS CONTINUED
Barricades, \$3-\$15/each (# and vpe determined by Public Safety) Cardboard Trash Container/Liners, \$13/each Additional incidental fees apply based on appl LIABILITY INSURANCE Liability insurance naming the City of Grand H SPECIAL EVENT FEES Submit the special event and park application due at the time a completed application is sufficient.	ectric, \$200 plus usage stadium Fencing, \$800-\$4400 Street Closures, \$150 Strable Mobile Stage Sound System, \$100 Initation (Grey Water/Grease) Water, \$100 plus usage icant requests. Parks/Facilities/Street rental fee will apply Haven as additional insured is required for all events. Son fees with completed application. Application fees are bmitted. A cost estimate of event fees will be provided fee schedule for additional fees and current rates.
To Be Completed by Applicant Resident/Non-Profit Application Fee, \$100 Non-Resident/Profit Application Fee, \$150 Park Permit Application Fee, \$35 Duncan Park Application Fee, \$25 I am requesting the maximum allowable disc	City of Grand Haven Resident and Non Profit Discount Residents & Non Profits located within the City of Grand Haven (COGH) are eligible for up to \$500 in discounted fees. Non-Profits located outside the COGH are eligible for up to \$250 in discounted fees. Discounts only apply to facility, park and public space rental fees (not incidental costs). Discounts are subject to approval and current special event policy.
REQUIREMENTS OF THE SP Applicant will comply with all rules and regulat Applicant shall comply with all City of Grand Ha The applicant organization will hold the City of Event grounds will be left clean and free of litteresult in the City cleaning the site and billing the The City reserves the right to deny changes to Failure to provide any requested information provide any requested information provided in the Special Event Permit. Failure to comply with any requirements of the your deposit, immediate event suspension, and with my signature, I certify that I have read and the suspension of the signature.	ECIAL EVENT ions of the City of Grand Haven Special Event Policy, aven Ordinances. Grand Haven harmless from all claims, er. Failure of the applicant to satisfactorily clean the site may be applicant for its services, the application once final approval is given, comptly or providing false information may result in denial or the Special Event Permit may result in the forfeiture of
Signature	Date



APPLICATION FEE \$35.00 -PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

Applicant Name: Ship Tours			
Sponsor Organization: Grand Haven Coast Guard Fes	tivalContact Person: A	my Kozanecki	
Non-Profit Federal ID Number (if applicable):			
Address: 113 N Second	Grand Haven	MI	49417
Street (⁶¹⁶)846-5940	City support@coastguard	State fest.org	Zip
Daytime Phone	Er	nail Address	
EVENT INFORMATION			
Event Name: Ship Tours			
Event Location: Escanaba Park			• .
Date(s) of Event: July 28 to Aug 2	Set Up Time: _		
Activity Start Time:			
Description of Type of Event: (concert, picnic, wedding	, etc.):		
Daily tours to the public on the cutters in port. times to	be determined by the Coas	t Guard	
Estimated Number of Persons Attending. in excess of	24000		

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

INSURANCE CERTIFICATE REQUIR ED (excluding weddings): A Certificate of Insurance for Comprehensive General Liability and Property Damage in the amount of \$1,000,000.00 naming the City of Grand Haven as the

additional insured is required per occurrence. The Certificate of Insurance must be submitted with the application.
PROOF OF INSURANCE ATTACHED: Yes No
SELLING/FUNDRAISING: Will any selling/fundraising occur? If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.
SPONSORSHIP/BANNER/SIGNS:
Will any sponsorship occur? Yes No
Will any signs or banners be used? If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event.
TENTS/CANOPIES:
Will any temporary structures be used? Yes No If yes, please list the number of tents, sizes and location of each:
No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.
EQUIPMENT/MATERIALS USED: Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park? Yes No

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant: Nacy Rules

Date: 2(5/25

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollewehr
519 Washington
Grand Haven, MI 49417
specialevents@grandhaven.org

Office:616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven Attn: Char Seise 421 Columbus Grand Haven, MI 49417 cseise@grandhaven.org

Office: 616.842.2550



EVENT NAME: Street Dance

EVENT DATE(S): July 29

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by March 1st for events held between May and August and 90+ days before events occurring from September through April.

OF	FICE	EUS	SE O	NLY	

Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

	START TIME: 8:30 pm	END TIME: 10:30 pm	SET UP TIME: 5:00 pm**	TEAR DOWN COMPLETED BY: 10:30-11:30 pm
EVENT LOC	ATION(S):			
Is this a rec	curring event in	the City of Grand	d Haven? No	✓ Yes
If no, please	e complete full s	pecial event appl	ication	_
APPLIC	CANT INF	ORMATIO	N	
		id Haven Coast Guar		
ORGANIZAT	TION ADDRESS:	113 N Second, Grand	d Haven MI 49417	
		Tracy Riley - Exec	utive Director d, Grand Haven MI 49	417
				ort@coastguardfest.org
): Jen DeHaan 203-91	
	Represe	ntative must be	on site and availa	ble during entire event.
EVENT	DETAILS	& LOGIST	ics	
parking spi runs, walks	aces, etc., to be	submitted to the	e best of your kno	ent site, setup, requested road closures, owledge at the time of application. For o amend route requests based on safety
Street Dance v	with the band Brena			y changes from the previous year.
				parade
** setup time is	dependent on when	showmobile is dropp	ped by the city	
Will there b	e food trucks/c	oncessions?	No Yes	Inspections and permits required.
Will there b	e tents over 400	o sq. feet?	No Yes	Inspection and permit required.
Will alcohol	l be served at th	re event?	No Yes	Separate license required through MLCC.

EVENT DETAILS & LOGI	STICS CO	NTINUED	
Department of Public Work	Services (C	heck all that	apply)
✓ Banner, \$125-\$350	Electric, \$200	plus usage	Stadium Fencing,
Barricades, \$3-\$15/each (# and	Park Rental, f	ees vary by park	\$800-\$4400
type determined by Public	Portable Mob	ile Stage	Street Closures, \$150
Safety) Cardboard Trash	(Showmobile)	CONTRACTOR OF CONTRACTOR OF THE CONTRACTOR OF TH	Sound System, \$100
Container/Liners, \$13/each	Sanitation (Gr	ey Water/Grease)	Water, \$100 plus usage
Additional incidental fees apply based o	applicant reques	sts. Parks/Facilities	/Street rental fee will apply
LIABILITY INSURANCE			
Liability insurance naming the City of G	and Haven as ad	ditional insured is	required for all events.
SPECIAL EVENT FEES			
Submit the special event and park app due at the time a completed application	ication fees with	n completed appl	ication. Application fees are
upon staff review of application. See cu	rent fee schedul	e for additional fe	es and current rates.
To Be Completed by Applican	OFFICE DESIGNATION OF STREET	CONTRACTOR AND ADDRESS OF THE PARTY.	aven Resident and
		Non Prof	it Discount
Resident/Non-Profit Application Fee,	7.07.7		s located within the City of
Non-Resident/Profit Application Fee.	A	unted fees.	re eligible for up to \$500 in
Park Permit Application Fee, \$35			tside the COGH are eligible
Duncan Park Application Fee, \$25		to \$250 in discou	
		unts only apply to rental fees (not i	facility, park and public
			o approval and current
	speci	al event policy.	
I am requesting the maximum allowabl	e discount (Initial	Here): amk	
REQUIREMENTS OF THE	SPECIAL	EVENT	
 Applicant will comply with all rules and r 	gulations of the C	ity of Grand Haven S	Special Event Policy.
 Applicant shall comply with all City of Gr The applicant organization will hold the C 			claims
 Event grounds will be left clean and free 	of litter. Failure of	the applicant to sat	isfactorily clean the site may
result in the City cleaning the site and bil	ing the applicant f	or its services.	
The City reserves the right to deny changFailure to provide any requested informa	ion promptly or pr	on once final approv oviding false inform	ation may result in denial or
revocation of the Special Event Permit.			
Failure to comply with any requiremen			
your deposit, immediate event suspens	ion, and the den	ial of future even	t requests.
With my signature, I certify that I have	ead and agree t	o the City of Gran	d Haven Special Events
Policy and all items listed in this applic regulations.	ation. I agree to	abide by all appli	icable ordinances and
		1 -1	
Tray & Riley		2/5/25	
Signature 0 ()		Date	



START TIME: END TIME:

EVENT NAME: Vendor Booths
EVENT DATE(S): July 25 to Aug 3

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

OF	FIC	CE	US	E	NC	LY

TEAR DOWN COMPLETED BY:

Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

SET UP TIME:

9:00 AM	10:00 PM	5:00 AM	11:00 PM
EVENT LOCATION(S): Gra	ass areas along the waterfront,	escanaba park, 12x12 on	brass river - additionl see below
Is this a recurring event If no, please complete fu	ıll special event app	lication	Yes Yes
APPLICANT IN	IFORMATIO	N	
ORGANIZATION NAME: ORGANIZATION ADDRESS RESPONSIBLE PARTY NOT RESPONSIBLE PARTY AND APPLICANT PHONE: 616-616-616-616-616-616-616-616-616-616	SS: 113 N Second, Gran AME: Grand Haven Coa DDRESS: 113 N Secon -846-5940 NAME/CELL PHONE	id Haven MI 49417 ast Guard Festival Inc d, Grand Haven MI 4 EMAIL: Supl E): Annie Lengkeek 6	9417 port@coastguardfest.org
EVENT DETAIL	S & LOGIS	TICS	
parking spaces, etc., to	be submitted to thes, Public Safety re	e best of your kr	vent site, setup, requested road closures, nowledge at the time of application. For to amend route requests based on safety
Booth Vendors will be allowed	to market their products/ t, Escanaba Park, on a p he angled parking acros	services to the public rotected 12x12 space s from Butch's.	ny changes from the previous year. The area for which booth vending is requested is the on the brass river, the parallel parking on Harbor
Will there be food truck Will there be tents over		No Yes	Inspections and permits required.

EVENT DETAILS & LOGISTICS CONTINUED
Department of Public Works Services (Check all that apply) Banner, \$125-\$350 Barricades, \$3-\$15/each (# and type determined by Public Safety) Cardboard Trash Container/Liners, \$13/each Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply LIABILITY INSURANCE Liability insurance naming the City of Grand Haven as additional insured is required for all events. SPECIAL EVENT FEES Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided
To Be Completed by Applicant City of Grand Haven Resident and Non Profit Discount Resident/Non-Profit Application Fee, \$100 Non-Resident/Profit Application Fee, \$150 Park Permit Application Fee, \$35 Duncan Park Application Fee, \$25 Duncan Park Application Fee, \$25 Discounts only apply to facility, park and public space rental fees (not incidental costs). Discounts are subject to approval and current special event policy. I am requesting the maximum allowable discount (Initial Here): amk
REQUIREMENTS OF THE SPECIAL EVENT Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy. Applicant shall comply with all City of Grand Haven Ordinances. The applicant organization will hold the City of Grand Haven harmless from all claims. Event grounds will be left clean and free of litter. Failure of the applicant to satisfactority clean the site may result in the City cleaning the site and billing the applicant for its services. The City reserves the right to deny changes to the application once final approval is given. Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit. Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests. With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable ordinances and regulations. Adam Many
Signature Date



APPLICATION FEE \$35.00 -PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

Applicant Name: Vendor Booths		· · · · · · · · · · · · · · · · · · ·	
Sponsor Organization: Grand Haven Coast Gu	ard Festival Contact Person: Amy	Kozanecki	
Non-Profit Federal ID Number (if applicable): _		**************************************	
Address: 113 N Second	Grand Haven	MI	49417
Street (616)846-5940	City support@coastguardfes	State st.org	Zip
Daytime Phone	Ema	il Address	
EVENT INFORMATION			
Event Name: Vendor Booths			
Event Location: Grass along waterfront, Esca	naba Park, Parking in front of 1 South	Harbor and **	
Date(s) of Event: July 25 to Aug 3	Set Up Time:	O am	
Activity Start Time:	Activity End Time: 10:00) pm	
Description of Type of Event: (concert, picnic, v	wedding, etc.): Sponsor Booth		
** also the angled parking across from Butch's			
Estimated Number of Persons Attending:			

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

INSURANCE CERTIFICATE REQUIR ED (excluding weddings): A Certificate of Insurance for Comprehensive

General Liability and Property Damage in the amount of \$1,000,000.00 naming the City of Grand Haven as the additional insured is required per occurrence. The Certificate of Insurance <u>must be submitted</u> with the application.
PROOF OF INSURANCE ATTACHED: Yes No
SELLING/FUNDRAISING: Will any selling/fundraising occur? If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.
SPONSORSHIP/BANNER/SIGNS: Will any sponsorship occur? Will any signs or banners be used? If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event.
TENTS/CANOPIES: Will any temporary structures be used? If yes, please list the number of tents, sizes and location of each:
No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.
EQUIPMENT/MATERIALS USED: Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park? Yes No

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant: Tracy | Miley Date: 2/5/2

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollewehr
519 Washington
Grand Haven, MI 49417
specialevents@grandhaven.org

Office:616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven Attn: Char Seise 421 Columbus Grand Haven, MI 49417 cseise@grandhaven.org

Office: 616.842.2550



EVENT DATE(S): July 25 to Aug 4

EVENT NAME: Waterfront

CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

OFFIC	CE USE ONLY

Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

4 pm	101	D TIME;	2:30 pm		11:30	DEM	
EVENT LOCATION	S): Lynne Sherw	ood Waterfron	t Stadium	55,555,5			
Is this a recurring	event in the (City of Grand	d Haven?	No VY	es		
If no, please comple	ete full specia	ıl event appl	ication				
APPLICANT	INFOR	MATIO	N				
ORGANIZATION NA ORGANIZATION AD RESPONSIBLE PAR RESPONSIBLE PAR APPLICANT PHONE EVENT DAY CONTA	DRESS: <u>113 N</u> TY NAME: <u>Tra</u> TY ADDRESS: : <u>616-846-5940</u> ACT (NAME/C	Second, Grand cy Riley - Exec 113 N Second	d Haven MI 49417 utive Director d, Grand Haven M EMAIL: ^{SU}	49417 pport@coas 846 5940	tguardfest.c	org	
				ilabio dai	mg chun	o ovom.	
EVENT DET.	AILS &	LUGISI	ICS				
All event requests parking spaces, et runs, walks, and pand staff requirem	require a cu c., to be subr arades, Publi	rrent to-sca nitted to the	le map of the e best of your	knowledg	e at the t	ime of applic	ation. For
All event requests parking spaces, et runs, walks, and pa and staff requirem Provide a constitution	require a cu c., to be subr arades, Publi ents. lescription o a honoring the m	rrent to-sca mitted to the c Safety res f your even en and women	t and outline	knowledg t to amend any chang	e at the t d route re ges from	ime of applications of the previous	ation. For I on safety year.

EVENT DETAILS & LOGISTIC	S CONTINUED	
Department of Public Works Serv	ices (Check all that a	ipply)
Barricades, \$3-\$15/each (# and Park type determined by Public Safety) Cardboard Trash		\$800-\$4400 Street Closures, \$150 Sound System, \$100 Water, \$100 plus usage Street rental fee will apply
SPECIAL EVENT FEES Submit the special event and park application due at the time a completed application is subm upon staff review of application. See current fee	nitted. A cost estimate of eve	nt fees will be provided
To Be Completed by Applicant Resident/Non-Profit Application Fee, \$100 Non-Resident/Profit Application Fee, \$150 Park Permit Application Fee, \$35 Duncan Park Application Fee, \$25	 discounted fees. Non-Profits located outs for up to \$250 in discount Discounts only apply to find space rental fees (not incomplete to special event policy. 	Discount cocated within the City of eligible for up to \$500 in ide the COGH are eligible ited fees. Facility, park and public cidental costs),
I am requesting the maximum allowable discount of the specific	CIAL EVENT	pecial Event Policy.
 Applicant shall comply with all City of Grand Have The applicant organization will hold the City of Grand Event grounds will be left clean and free of litter. result in the City cleaning the site and billing the action The City reserves the right to deny changes to the 	and Haven harmless from all cla Failure of the applicant to satis applicant for its services.	factorily clean the site may

- · Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit.

Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests.

With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable ordinances and regulations.

Trac	MJ Ra Qu	g 2/5	-[25
Signature	00	Date	



APPLICATION FEE \$35.00 -PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

Applicant Name: Waterfront Entertainment			
Sponsor Organization: Grand Haven Coast Guard F	estival Contact Person: An	ny Kozanecki	
Non-Profit Federal ID Number (if applicable):			
Address: 113 N Second	Grand Haven	MI	49417
Street	City support@coastguard	State fest.org	Zip
(⁶¹⁶)846-5940 Daytime Phone	Email Address		
EVENT INFORMATION			
Event Name: Waterfront Entertainment		***************************************	
Event Location: LSWS			
	Set Up Time: 2:30pm		
Activity Start Time: 5:00 pm	Activity End Time: 10:00 pm		
Description of Type of Event: (concert, picnic, weddi	ng, etc.):		
Nightly concerts in waterfront stadium			
Estimated Number of Persons Attending: 2000-2500	each night		

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

INSURANCE CERTIFICATE REQUIR ED (excluding weddings): A Certificate of Insurance for Comprehensive

General Liability and Property Damage in the amount of \$1,000,000.00 naming the City of Grand Haven as the additional insured is required per occurrence. The Certificate of Insurance must be submitted with the application.
PROOF OF INSURANCE ATTACHED: Yes No
SELLING/FUNDRAISING: Will any selling/fundraising occur? If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.
SPONSORSHIP/BANNER/SIGNS: Will any sponsorship occur? Will any signs or banners be used? If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event.
TENTS/CANOPIES: Will any temporary structures be used? If yes, please list the number of tents, sizes and location of each: No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.
EQUIPMENT/MATERIALS USED: Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park? Yes No
If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant

Date: 2(5/25

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollewehr
519 Washington
Grand Haven, MI 49417
specialevents@grandhaven.org

Office:616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven Attn: Char Seise 421 Columbus Grand Haven, MI 49417 cseise@grandhaven.org

Office: 616.842.2550



APPLICATION FOR WAIVER OF SOUND ORDINANCE

Application is hereby made for operating a loud speaking device within the City Grand Haven.

Date of Event:		
Location of Event: Lynne Sherwood Waterfront Stadium		
Time Requested for Broadcasting: 5:00 pm	(am or pm)	(am or pm)
Contact Person: Amy Kozanecki (Print Name)		
(Print Name)		
Sponsoring Organization: Grand Haven Coast Guard Festi	val Inc.	
Address:Address:		
Phone: 616 846-5940	_ Fax:	
APPROVAL: FOR OFFICE USE:		
City Manager	Date:	
Public Safety	Date:	
Citv Council Approval: Yes No	Date	

Approval is subject to the following regulations:

- Permit must be approved by the City Manager and Director of Public Safety.
- Permit is to be issued only for matters of charitable, community, educational, recreational or religious purposes.
- Permit will not be issued for more than two hours in any one-half day.
- Vehicles with sound systems may not operate with 300 feet of a hospital or school (during school hours).
- The sound equipment must be regulated so that if it is heard on the street, it will not create a nuisance.

City of Grand Haven Department of Public Works 616-847-3493



MEMORANDUM

TO: Ashley Latsch, City Manager

CC: Dana Kollewehr, Assistant City Manager

FROM: Derek Lemke, Facilities and Grounds

DATE: Manager March 7, 2025

SUBJECT: City Hall Elevator

As part of the fiscal year 2024/2025, the Department of Public Works was tasked with repairing and modernizing the failing elevator in City Hall. City staff have coordinated with TK Elevator, our contracted service provider, to obtain an estimate for modernizing the lift and ensuring it meets current code requirements.

Given the complex and specific nature of this project, City staff is pursuing a sole-source contract with TK Elevator to complete the necessary work. This decision is based on TK Elevator's expertise and existing service relationship with the City.

The repair and replacement of the elevator were anticipated and included in the capital improvement plan. The City allocated a budget of \$100,000 for this project. The bid submitted by TK Elevator amounts to \$94,780.26, which is within the budgeted amount.

Please note that there is a significant lead time for this project, and there is a possibility that the project will spill over into the next fiscal year. The pay schedule requires a 50% deposit. The amount that could go into the next fiscal year would be 25% of the total, amounting to \$23,695.07.

City staff recommend the approval of this project to proceed with the necessary repairs and modernization. This upgrade is essential for maintaining the safety and functionality of City Hall's infrastructure.



GRAND HAVEN CITY HALL

January 30, 2025

Purchaser: City Of Grand Haven Location: GRAND HAVEN CITY HALL

Address: Address:

Grand Haven, MI 49417-1454 Grand

Haven, MI 49417-1454

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City Of Grand Haven (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of \$94,780.26 inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- · Increased durability and reliability
- Improved fire and life safety features
- · Decreased waiting times
- · Reduced energy consumption
- · Reduced operational cost
- · Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2024.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Jordan Audritsh Sr Sales Representative jordan.audritsh@tkelevator.com +1



SCOPE OF WORK

Grouping Name: ONLY Equipment Type: Hydraulic Speed: 100 fpm

3 Stops (3 Front /O Rear) Capacity: 2100 lbs.

Units Included

Building Address	Nickname	TKE Serial #
	ONLY	

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Solid State Starters (6 or 12 leads) 208 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

Jack

- Pipe Stands

Car

- Omega Guide Shoes (Dover/tkE rails only) for Twin Post
- 21" Toe guard
- Fan: Two Speed
- Car Top Exit Switch
- Cab Wiring Material (200MK1)

Hoistway

- HN Boxes (per each 2 cars, grouped)
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- Hoistway Duct Kit
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit

- Pit Stop Switch
- Pit Ladder 16" Wide

Door Equipment

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- Micro Light (Front)
- Front Door Operator (SSSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)



Car Fixtures

- Main Car Station Includes Options Below
- Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Muntz Bronze Finish
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- Car Riding Lantern (Standard)#4 Muntz

Hall Fixtures

- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Fusion Hall Lanterns (Standard) White Up/Down LED's #4 Muntz
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame) Fusion (#4 Muntz)
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
 Appendix O (Polycarbonate insert flame)

 - Fusion (#4 Muntz)
- Intermediate Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 Muntz)

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form



Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	7 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	3 - 5 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.



Proposal price:		\$94,780.26
Initial progress payment:	(50%)	\$47,390.13
Material furnished:	(25%)	\$23,695.07
Total of remaining progress payments:	(25%)	\$23,695.07

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$316.00
Mechanic (OT) per hour	\$600.00
Team (Standard) per hour	\$569.00
Team (OT) per hour	\$1,080.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance" Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure



a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

- 1. Purchaser shall provide the following:
 - a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
 - b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
 - c. Adequate bracing of entrance frames to prevent distortion during wall construction.
 - d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
 - e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
 - f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
 - g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

- 1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
- 2. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - I. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load



is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

- 1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- 2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing; e. any required trenching and backfilling for underground piping or casings, and conduit as well as any
 - compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access:
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days defined as Monday thru Friday and excluding IUEC recognized holidays - and regular working hours - defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.



g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.

h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.

i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

I. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates. b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean. f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the

order prior to scheduling a re-inspection.



unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we

elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunded or destroyed.

d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.

e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.

g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.

b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.

c. TK Elevator is an equal opportunity employer.

d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.

e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the mileston mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.



i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

I. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located. p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings. s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

of subrogation.



u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Ninety Four Thousand Seven Hundred Eighty Dollars and Twenty Six Cents (\$94,780.26) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City Of Grand Haven (Purchaser):	TK Elevator Corporation Management Approval
Ву:	Ву:
(Signature of Authorized Individual)	(Signature of Branch Representative)
(Print or Type Name)	Brandon Bunkelman Branch Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

City of Grand Haven Department of Public Works 616-847-3493



MEMORANDUM

TO: Ashley Latsch, City Manager

FROM: Derek Lemke, Facilities and Grounds Manager

DATE: March 7, 2025

SUBJECT: Five Mile Hill Improvements

The Department of Public Works solicited and opened bids for site improvements at Five Mile Hill. The City received five responses to the request for proposals. After a thorough evaluation, the certified low bid was submitted by Lakeshore Property Services of Grand Haven, Michigan, in the amount of \$42,623. The bid tabulation is included in the packet for your review.

The City of Grand Haven had budgeted \$180,000 for the Five Mile Hill site improvements. Through collaboration with Abonmarche and City staff, we developed a more cost-effective solution that requires less maintenance. The original plan was to replace the deck overlook, but city staff decided to change direction and opted for a poured concrete overlook instead. This saves both time and money.

The total project cost is \$72,378, which includes the certified low bid of \$42,623, engineering services at \$29,500, and the EGLE permitting fee of \$255. City staff is confident that Lakeshore Property Services will complete the project to a level that exceeds the City's expectations. Based on price, work history, and reference checks; staff recommends awarding the contract to Lakeshore Property Services for the completion of the Five Mile Hill site improvements.

It is the recommendation of City staff that the Council approve a professional services contract with Lakeshore Property Services, of Grand Haven, Michigan, in the amount of \$42,623 and authorize the Mayor and City Clerk to execute the necessary documents.

ADVERTISEMENT FOR BIDS

CITY OF GRAND HAVEN FIVE MILE HILL DECK IMPROVEMENTS

The City of Grand Haven (Owner) is requesting Bids for the construction of the following Project:

Five Mile Hill Deck Improvements Engineer Project No. 24-1769

Sealed bids for the Project will be received at the **Grand Haven City Hall** located at **519 Washington Avenue**, **Grand Haven**, **MI 49417** until **Wednesday**, **February 19**, **2025** at **10:00 AM** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Removal of the existing observation deck and installation of a Redi-Rock retaining wall at Five Mile Hill in Grand Haven, Michigan.

Information and Bidding Documents for the Project can be found at the following designated website:

https://www.abonmarche.com/bids/

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Abonmarche Consultants 11 North 6th Street Grand Haven, MI 49417

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 AM – 5:00 PM and may obtain copies of the Bidding Documents from the Issuing Office as described below. Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a fee of \$25.00 for each set. Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges.

No pre-bid conference will be held for this project.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Grand Haven Engineer: Abonmarche Consultants

By: Derek Lemke By: Leah Bectel, PE
Title: Facilities Manager Title: Project Manager

Date: January 29, 2025

	IDEX OF SHEETS
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING CONDITIONS AND REMOVALS PLAN
3	SITE PLAN
4	GRADING AND SOIL EROSION AND SEDIMENTATION CONTROL PLAN
5	LANDSCAPE PLAN
6	REDI ROCK RETAINING WALL PLAN AND PROFILE
7	REDI-ROCK DETAILS AND SPECIFICATIONS
8	STANDARD DETAILS, NOTES AND CROSS SECTIONS

CITY OF GRAND HAVEN FIVE MILE HILL DECK IMPROVEMENTS

GRAND HAVEN, MI



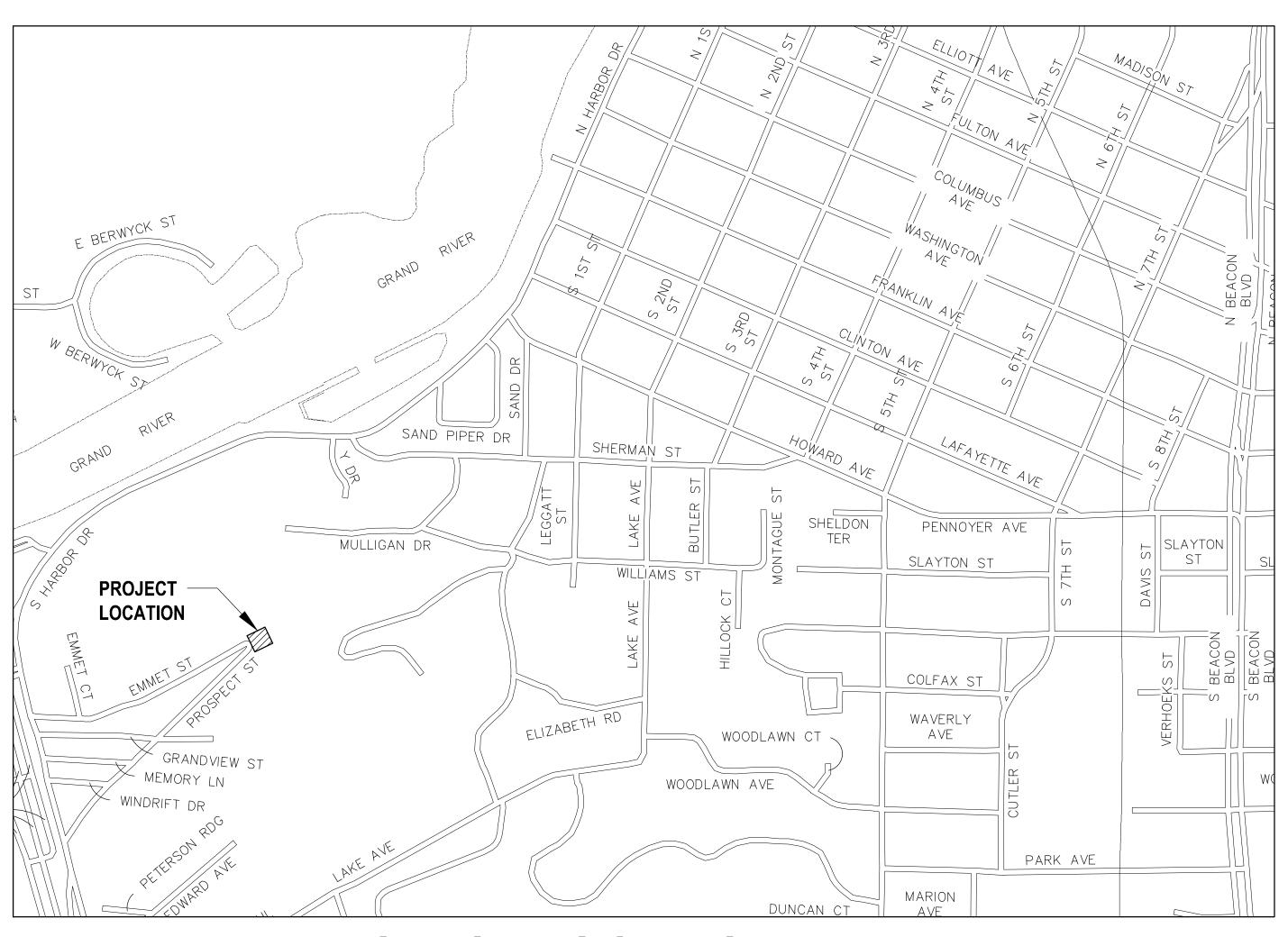
COUNTY KEY

CITY OF GRAND HAVEN OFFICIALS

BOB MONETZA MAYOR COUNCILMEMBER **KEVIN MCLAUGHLIN** MIKE FRITZ COUNCILMEMBER KAREN LOWE COUNCILMEMBER COUNCILMEMBER VACANT CITY MANAGER ASHLEY LATSCH PUBLIC WORKS DIRECTOR DEREK GAJDOS CLERK MARIA BOERSMA

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH:

 MICHIGAN DEPARTMENT OF TRANSPORTATION, 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND SUPPLEMENTAL SPECIFICATIONS.



PROJECT LOCATION MAP

LOCAL UTILITIES

SEWER & WATER
CITY OF GRAND HAVEN PUBLIC
WORKS
1120 JACKSON STREET
GRAND HAVEN, MI 49417
MIKE ENGLAND
(616) 847-3493

CABLE:

CHARTER COMMUNICATIONS
1433 FULTON ST
GRAND HAVEN, MI 49417
BRAD KULICAMP
(616) 607-2356

TELEPHONE:

AT&T 245 EAST 24TH STREET HOLLAND, MI 49423 RICK ARENDSEN (616) 392-7017 ELECTRIC:
GRAND HAVEN BOARD
OF LIGHT AND POWER
1700 EATON DRIVE
GRAND HAVEN, MI
49417
ROBERT SHELLEY

(616) 607-1263 GAS:

MICHIGAN GAS 1708 EATON DRIVE GRAND HAVEN, MI 49417 TODD SUBKA (616) 844-7519

FIBER:

COMCAST

RACHEL GENTRY

(248) 514-8613

RACHEL GENTRY@COMCAST.NET

CALL MISS DIG

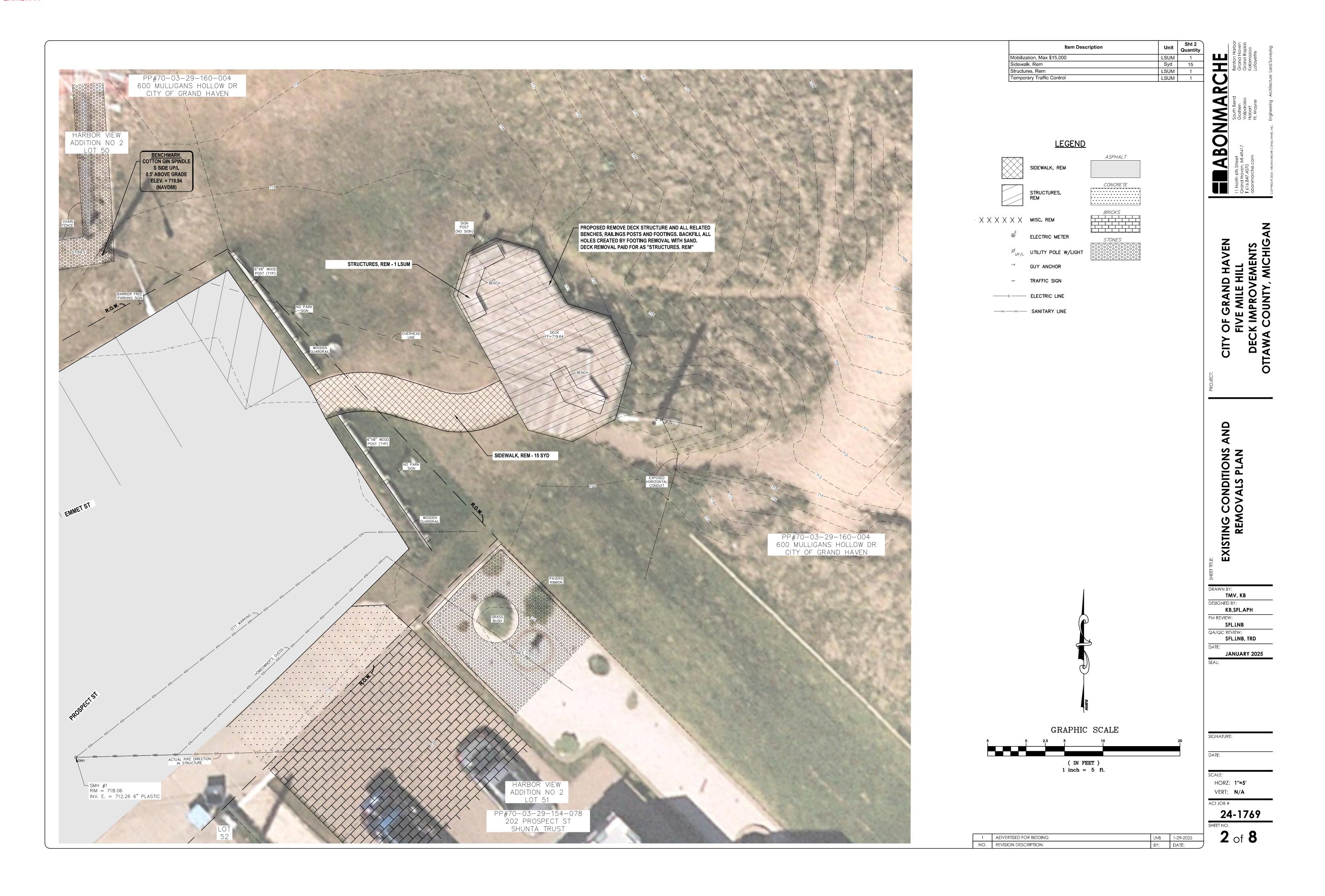
1-800-482-7171 OR 811

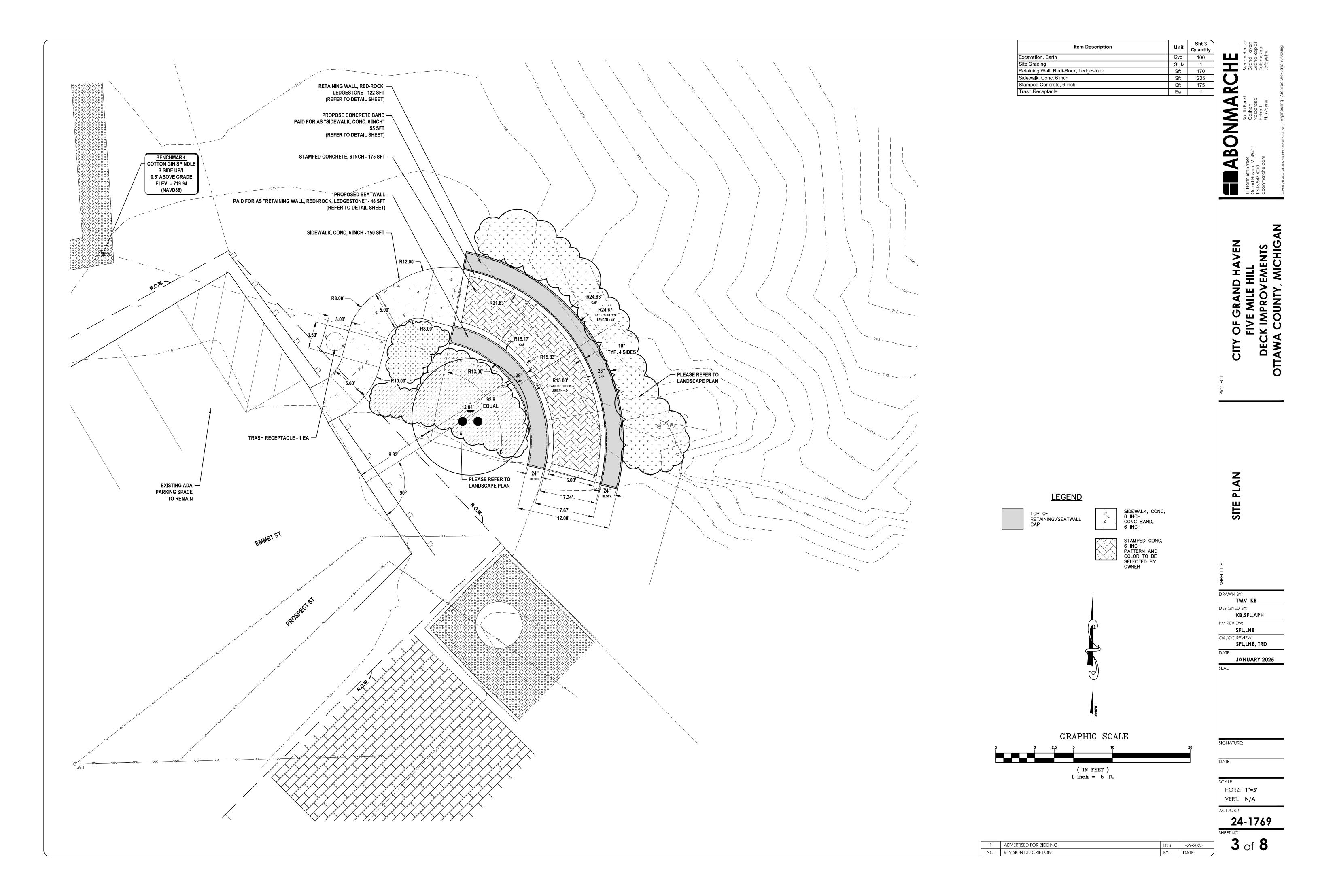


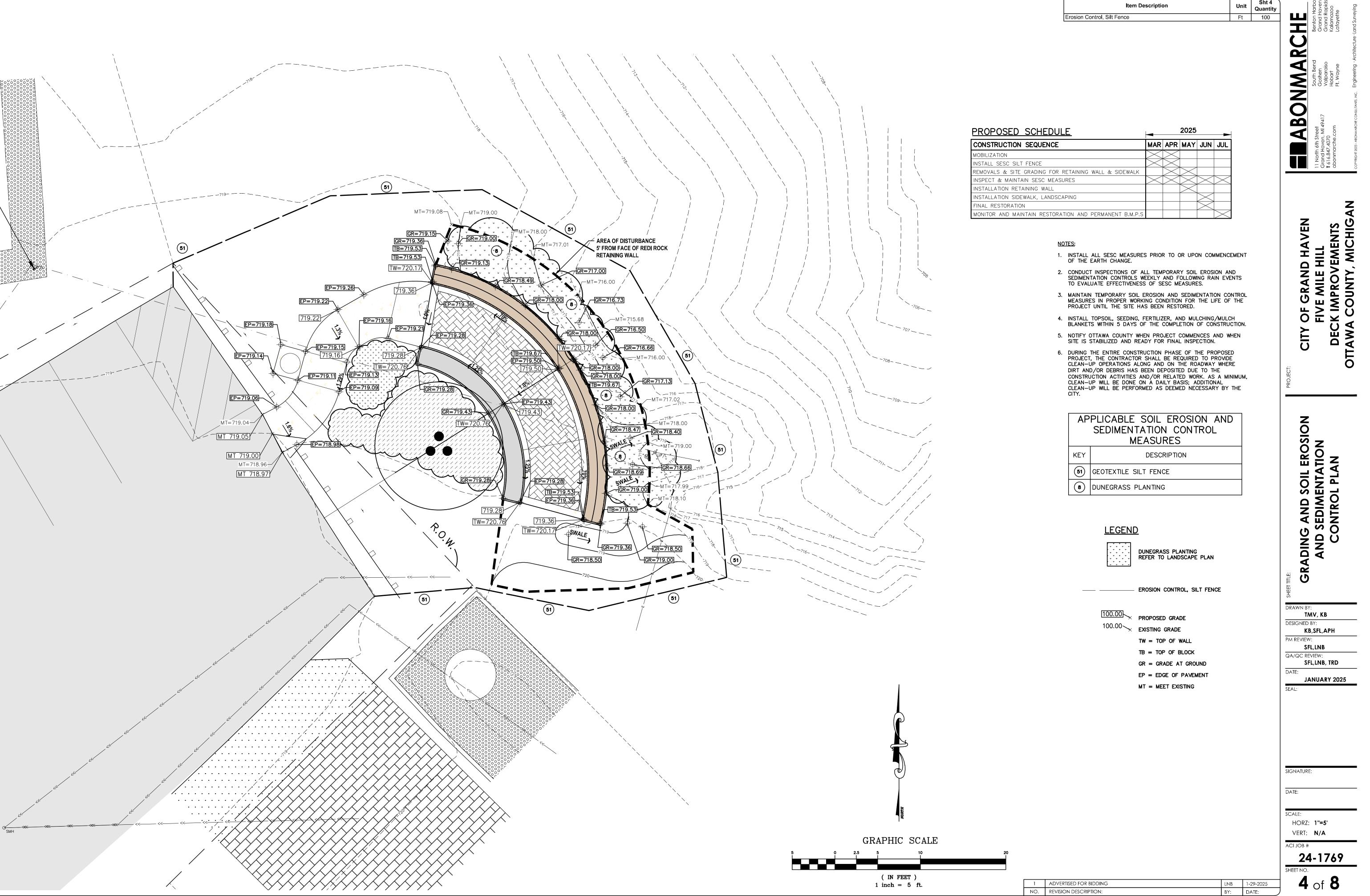
FOR PROTECTION OF THE UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL MISS DIG A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING CONSTRUCTION OPERATIONS. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE "MISS DIG" ALERT SYSTEM.

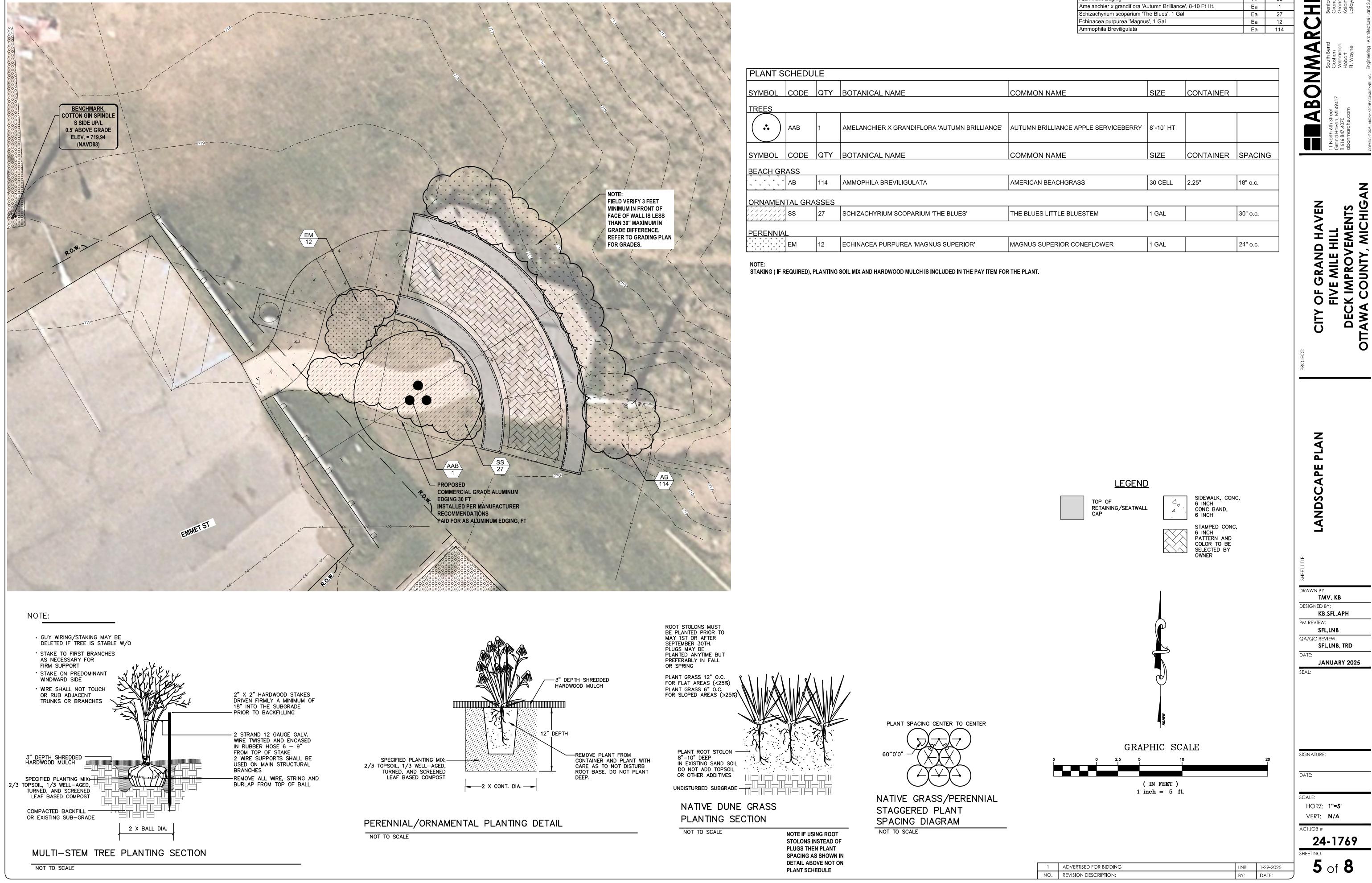


DATE: JANUARY 2025 ACI JOB #: **24-1769** SHT: **1** of **8** COPYRIGHT 2024 - ABONMARCHE CONSULTANTS, INC. Engineering · Architecture · Land Surveying

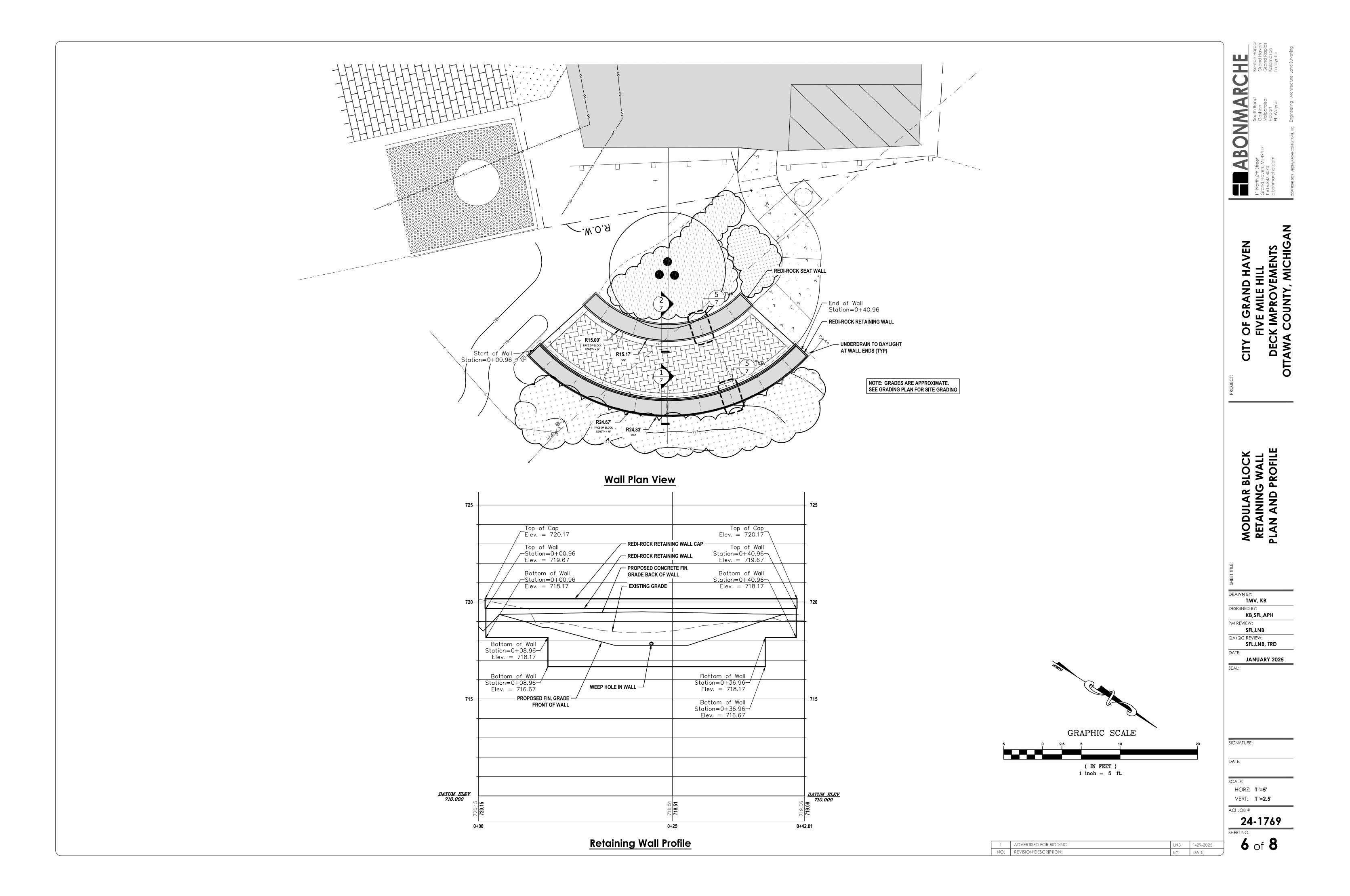








Aluminum Edging



Design Basis

- A. Building Code Used in the Design of this Structure: Michigan Building Code 2015.
- B. The Editions Referenced in the Building Code Listed Above Shall Apply for the Following Design Standards: 1. Concrete: ACI 318
- 2. Structural Steel: AISC Steel Construction Manual, LRFD/ASD
- 3. Wood: NDS for Wood Construction
- C. Soil Capacity (Assumed at Bottom of Footing)1. Minimum Soil Bearing Pressure = 2,000 PSF
- 2. Contractor Must Verify that the Soils can Support this Pressure.
- 3. Design Active Pressure = 45 PSF/FT (Contractor to Verify)
- D. <u>Gravity Dead Loads</u>
 1. All Other = Actual Weights
- E. Gravity Live Loads
- 1. Pedestrian Live Load = 100 PSF

I. Overview

- A. <u>General</u>
- 1. Any Changes to the Structural Design must have Written Approval from the Engineer or the Certification May be Invalidated.
- 2. The Contractor Shall be Solely Responsible for Following Safety Precautions and Regulations.
- 3. The Contractor Shall be Solely Responsible for Methods, Techniques, Sequencing and Supervision of the Work.
- 4. These Drawings Indicate General Details of Construction. Where Conditions are not Specifically Detailed, Construction Similar to the Drawing Details Shall be Used, Unless Noted Otherwise.
- 5. The Contractor Shall use These Drawings Together with the Drawings and Specifications of all Other Disciplines on the Project and Shall Verify the Requirements of other Trades That Interface with the Structural Work.
- 6. These Drawings Represent the Finished Structure. It is the Sole Responsibility of the Contractor to Design, Install and Inspect Adequate and Safe Temporary Bracing, Shoring, etc. Required During Construction Until all Structural Work is Completed.
- 7. The Contractor Shall Comply with the Supplier's Manufacturing, Delivery, Handling, Storage and Erection Specifications for all Structural System Components.
- 8. The Current Editions of ASTM Standards and all References Shall Apply Unless Noted Otherwise.
- 9. Demolished Items Shall Become the Property of the Contractor and Shall be Removed from the Site, Unless Noted Otherwise.

B. Shop Drawings

Determine Cut Dimension —

to Create Required Radius

- 1. The General Contractor Shall Review, Check and Coordinate the Shop Drawings and Submit a Review Stamped Set to the Engineer for Review Prior to Fabrication. Shop Drawings without a Contractor Review Stamp will be Rejected by the Engineer.
- 2. The Engineer will Review Shop Drawings only for Conformance with the Design Concept and General Compliance with the Drawings. The Contractor is Solely Responsible for Errors and Omissions Associated with the Preparation of Shop Drawings.
- 3. The Engineer Shall Review the Shop Drawings in Accordance with a Schedule Pre-Approved by the Engineer; or, in the Absence of a Schedule, in a Manner Deemed Timely by the Engineer.
- 4. As a Minimum, Submit the Following Applicable Shop Drawings for Review: (1) Concrete Mix Design Specifications; (2) Concrete Reinforcing Steel; (3) Load Bearing Masonry Reinforcing Steel; (4) Structural Steel; (5) Precast Concrete; (6) Redi Rock Wall Layout.

IV. CONCRETE

- A. Cast-In-Place Concrete
 - Applicable Specifications
 - a. Structural Concrete: ACI 301b. Hot Weather Concreting: ACI 305
 - c. Cold Weather Concreting: ACI 306
 - d. Concrete Mix: ACI 301
 - e. Reinforcement Lap & Embedment Length: ACI 318f. Reinforcement Detailing: ACI 315
 - g. Welding Reinforcing Steel: AWS D1.4h. Portland Cement Concrete: ASTM C150
 - . Aggregate: ASTM C33
 - j. Reinforcing Steel: ASTM A615k. Welded Wire Fabric, Min. 70 ksi Strength: ASTM A185
 - I. Epoxy Coated Reinforcing Steel: ASTM A775 m. Admixtures: ASTM C494
 - n. Air-Entraining Admixtures: ASTM C260o. Ready-Mixed Concrete: ASTM C94
- 2. All Concrete Exposed Shall have a Minimum Strength of 4,000 PSI at 28 Days, Limestone Aggregate and 5%-8% Entrained Air.
- 3. Minimum Concrete Cover for Reinforcing Steel:
- a. Cast Against & Permanently Exposed to Earth: 3" b. All Others Unless Shown on Plans: 2"
- 4. Steel Reinforcing Shall be Grade 60. Ties and Stirrups Shall be Grade 60.
- 5. Lap Continuous Reinforcing Steel with Class B Splices per LRFD Bridge Design Specifications, Unless Noted Otherwise.
- 6. Provide Plastic or Epoxy Coated Steel Supports for Reinforcing Steel to Insure Minimum Concrete Cover.
- 7. Set Reinforcing Steel and Secure Prior to Placing Concrete. Vertical Dowels for Masonry Wall Reinforcing May be Floated in Place.
- 8. Reinforcing Steel Shall be Continuous at Corners. Extend Wall Vertical Reinforcing into Footings and Provide Dowels as Required.
- 9. Do not Field Bend Reinforcing Bars Embedded in Hardened Concrete.

III. Foundations

A. <u>General</u>

No Field Cutting Required

After Transition Out of Radius

- 1. Footings Shall Bear on Undisturbed, Firm, Natural Soil or Compacted Fill Capable of Supporting the Minimum Soil Bearing Pressure Specified in the "Design Basis" Section of these Structural Notes. A Geotechnical Engineer/Testing Agency Shall Evaluate Foundation Excavations Prior to Placing Foundation Concrete.
- 2. Contractor Shall Remove Unsuitable Soils from Below the Structure and Place Suitable Fill Material Under the Foundation Compacted to 100% Standard Proctor in 8" Maximum Lifts. A Geotechnical Engineer Licensed in the State Where the Project is Located Shall Test Compacted Fill Placed Under Foundations.
- 3. Concrete Work Shall Conform to the Specifications in the "Cast-in-Place Concrete" Section of these Structural Notes.
- 4. If Footings are not Placed Immediately After Excavation, Install a 2" Thick Seal of Lean Concrete to Protect the Soil from Moisture Damage.

Secure Cap Block to Freestanding Block with Polyurethane Sealant. -Optional Shear Lugs Cast into Cap Block or Rebar Ties That can be Embedded in Site Cast Concrete (with Garden Block) are also Available Setback = 0" (0 mm) on Freestanding Blocks -Setback = $2\frac{7}{8}$ " (73 mm) When 10" (254 mm) Knob Used $\frac{}{}$ Setback = $1\frac{5}{8}$ " (41 mm) When $7\frac{1}{2}$ " (190 mm) Knob Used Setback = $1\frac{5}{8}$ " (41 mm) When 10" (254 mm) Knob Used – **Section View** Retaining Blocks Freestanding Blocks -(Optional) Freestanding Blocks can be Secured – to Retaining Blocks with J-Bolt Connection Front View Back View - Freestanding Blocks Used Where Block is Exposed and Textured Surface is Required on Both Sides of Wall 4 Freestanding Wall Detail 7 / Scale: 1/2'' = 1'-0''

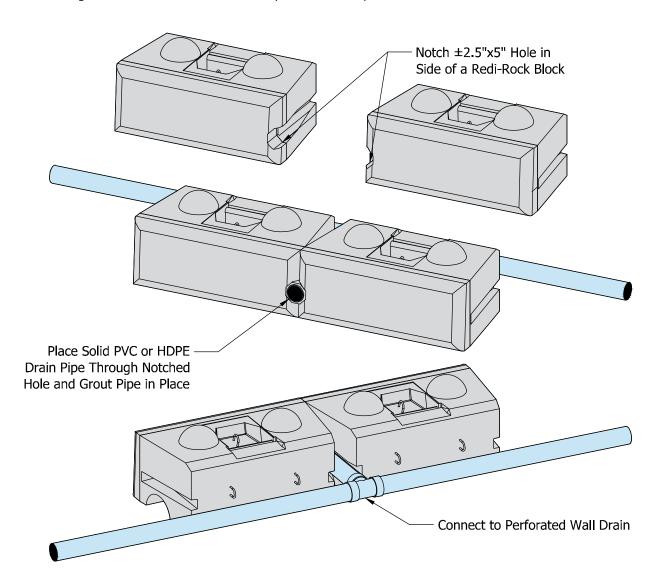
VIII. Modular Block Precast Retaining Wall

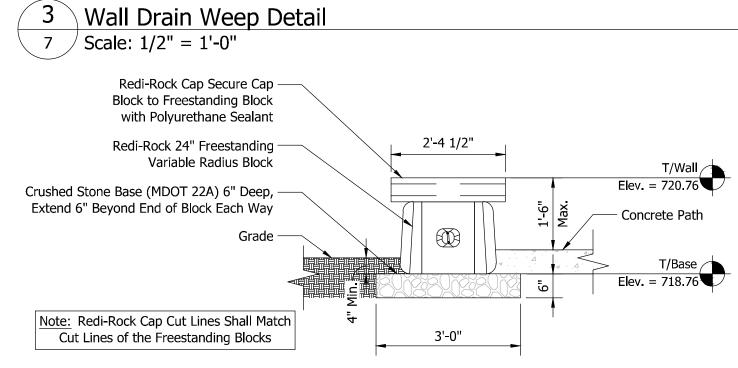
A. Modular Block Precast Retaining Wall

- 1. Modular block retaining wall to be constructed with precast concrete block units manufactured by a licensed Redi-Rock manufacturer per specifications.
- 2. The leveling pad shall be constructed to provide a level, hard surface on which to place the first course of precast modular block units.
- end of block each way unless noted otherwise on plan details.
 4. The leveling pad shall bear on undisturbed, firm, natural soil or compacted fill capable of supporting the minimum soil bearing pressure specified in the "Design Basis" section of these structural notes. A geotechnical engineer/testing agency shall evaluate foundation excavations prior to placing

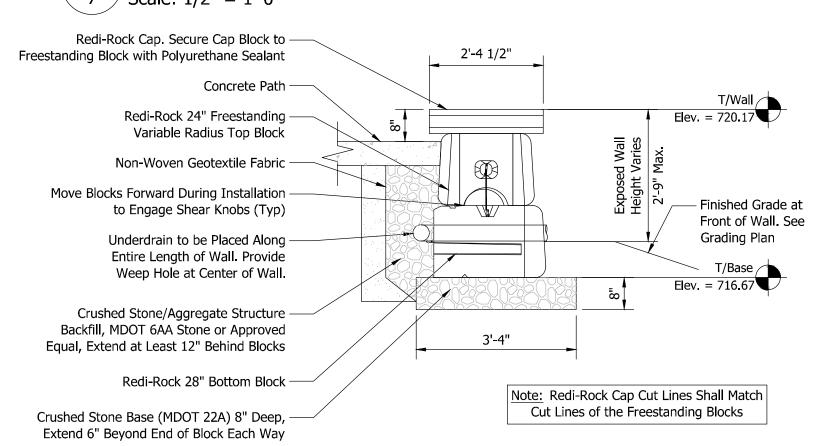
3. Leveling pad shall be a MDOT 22A crushed stone base sized per details on plans. Pad shall be a minimum 6" deep and extend a minimum 6" beyond

- 5. Drainage collection pipe shall be a 4" diameter, 3-hole perforated, HDPE pipe with a minimum pipe stiffness of 22 psi per ASTM D2412. Underdrain shall be placed along entire length of wall. Outlet drainage collection pipe around ends of wall and every 20' on center. Outlet drainage pipe shall be
- 6. The contractor is responsible for the location and protection of all existing underground utilities.
- 7. A minimum of 12" of compacted, low-permeability fill shall be placed over the granular infill zone of the zone of the precast modular block retaining wall
- 8. All Redi-Rock blocks are to be moved forward during installation to engage shear knobs.
- 9. Drainage aggregate shall be placed in the V-shaped joints between adjacent blocks, and extend a minimum distance of 12" behind the block unit.
- 10. Soils for backfill shall be in accordance with MDOT Granular Material Class II.
- 11. Natural soils meeting MDOT Granular Material Class II specifications may be used for backfill.









Modular Block Retaining Wall Section

Scale: 1/2" = 1'-0"

ADVERTISED FOR BIDDING

ning Wall Section

1 ADVERTISED FOR BIDDING LNB 1-29-2025

NO. REVISION DESCRIPTION: BY: DATE:

South Bend South Bend Grand Hark Goshen Grand Have Goshen Valparaiso Hobart Hobart Kalamazoo Hobart Kalamazoo Hobart Kalamazoo Ft. Wayne Lafayette

CITY OF GRAND HAVEN FIVE MILE HILL DECK IMPROVEMENTS

MODULAR BLOCK DETIALS
AND SPECIFICATIONS

DRAWN BY:
KRV
DESIGNED BY:
APH
PM REVIEW:
SFL
QA/QC REVIEW:

SFL

DATE:

JANUARY 2025

SIGNATURE:

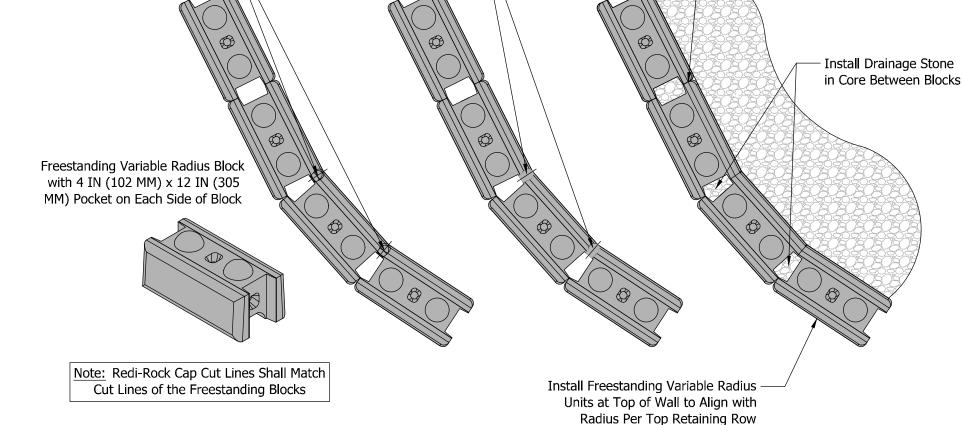
DATE:

SCALE:

VERT:
ACI JOB #
24-1769

SHEET NO.

HORZ:



5 Freestanding Variable Radius Curve Detail
7 Scale: 1/2" = 1'-0"

Field Cut Thin Face Texture -

From Each Block as Necessary

GENERAL NOTES:

- 1. MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION SHALL PREVAIL, UNLESS INDICATED
- THREE WORKING DAYS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL REQUEST THE LOCATIONS OF ALL UTILITIES BY CALLING MISS DIG. REGARDLESS OF DURATION, NO EXCAVATION WORK SHALL COMMENCE UNTIL SUCH TIME THAT THE MISS DIG REQUEST HAS CLEARED.
- 3. ANY EXCESS/UNSUITABLE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND THEY SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF THIS MATERIAL.
- 4. DEWATERING, IF REQUIRED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA PAYMENT SHALL BE MADE THEREFORE.
- 5. TREES NOT DESIGNATED FOR REMOVAL SHALL BE PROTECTED BY THE CONTRACTOR. DAMAGED TREES SHALL BE EVALUATED AND RESTORED AT THE CONTRACTORS EXPENSE. ALL TREES DAMAGED BEYOND SAVING AS DETERMINED BY THE ENGINEER SHALL BE REMOVED AND REPLACED WITH A NURSERY GROWN TREE AS SPECIFIED BY THE ENGINEER.
- 6. REMOVAL OF ABANDONED CONFLICTING UTILITIES SHALL BE CONSIDERED INCLUDED WITH THE ITEM BEING CONSTRUCTED, INCLUDING BULKHEADING ALL PIPES 12" DIA. OR LESS (PIPES IN EXCESS OF 12" DIA. SHALL BE PAID FOR AS A SEWER BULKHEAD).
- 7. WHERE CONCRETE SIDEWALK IS ADJACENT TO THE BACK OF CURB, A 1/2" EXPANSION JOINT SHALL BE PLACED BETWEEN THE CURB AND SIDEWALK. PAYMENT IS INCLUDED IN CONCRETE SIDEWALK.

I North 6th Street
South Bend
South Bend
Goshen
616.847.4070
Hobart
Ft. Wayne

Cafayette

CITY OF GRAND HAVEN FIVE MILE HILL DECK IMPROVEMENTS OTTAWA COUNTY, MICHIGA

STANDARD DETAILS, NOTES AND CROSS SECTIONS

DRAWN BY:
TMV, KB
DESIGNED BY:

KB,SFL,APH
PM REVIEW:
SFL,LNB

QA/QC REVIEW:
SFL,LNB, TRD

DATE:

JANUARY 2025 SEAL:

SIGNATURE:

SCALE:
HORZ: **AS NOTED**

24-1769

VERT: AS NOTED

8 of 8

1 Advertised for Bidding LNB 1-29-2025

NO. REVISION DESCRIPTION: BY: DATE:

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:



FIVE MILE HILL DECK IMPROVEMENTS

OWNER:

CITY OF GRAND HAVEN

519 WASHINGTON AVENUE GRAND HAVEN, MICHIGAN 49417 P: (616) 842-3210

ENGINEER:

ABONMARCHE

11 N 6th STREET GRAND HAVEN, MICHIGAN 49417 P: (616) 847-4070

JANUARY 2025

ENGINEER PROJECT NUMBER: 24-1769



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*Note: Items t	o be included with Bid Submittal	
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Trash Receptacle		1/1

ADVERTISEMENT FOR BIDS

CITY OF GRAND HAVEN FIVE MILE HILL DECK IMPROVEMENTS

The City of Grand Haven (Owner) is requesting Bids for the construction of the following Project:

Five Mile Hill Deck Improvements Engineer Project No. 24-1769

Sealed bids for the Project will be received at the **Grand Haven City Hall** located at **519 Washington Avenue**, **Grand Haven**, **MI 49417** until **Wednesday**, **February 19**, **2025** at **10:00 AM** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Removal of the existing observation deck and installation of a Redi-Rock retaining wall at Five Mile Hill in Grand Haven, Michigan.

Information and Bidding Documents for the Project can be found at the following designated website:

https://www.abonmarche.com/bids/

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Abonmarche Consultants 11 North 6th Street Grand Haven, MI 49417

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 AM – 5:00 PM and may obtain copies of the Bidding Documents from the Issuing Office as described below. Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a fee of \$25.00 for each set. Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges.

No pre-bid conference will be held for this project.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Grand Haven Engineer: Abonmarche Consultants

By: Derek Lemke By: Leah Bectel, PE
Title: Facilities Manager Title: Project Manager

Date: January 29, 2025

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
 - A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 Electronic Documents

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner

that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A pre-bid conference will not be held for this project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 Site and Other Areas
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of

materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 Other Site-related Documents
 - No other Site-related documents are available.
- 5.04 Site Visit and Testing by Bidders
 - A. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
 - B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

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- C. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- D. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 Owner's Safety Program

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 Other Work at the Site

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Express Representations and Certifications in Bid Form, Agreement
 - A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
 - B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

A. Engineer: Abonmarche Consultants, Inc

Contact: Leah Bectel, PE Phone: (231) 299-2220

Email: lbectel@abonmarche.com

B. Technical questions must be submitted via email and shall be entitled "Five Mile Hill Deck Replacement Project - RFI."

EXHIBIT A

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- A Bid must be accompanied by Bid security made payable to Owner in an amount of <u>five (5%)</u> percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of

- material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Bidders shall include with their bid a list of the Subcontractors or Suppliers proposed for the Project.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the

- Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 Unit Price

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

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C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.02 Allowances

A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any),

EXHIBIT A

- and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

SECTION 00 41 43 BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to:
 City of Grand Haven Clerk's Office
 519 Washington Avenue
 Grand Haven, MI 49417
 www.grandhaven.org
 Phone (616) 842-3210
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of projects completed of a similar nature in the past three (3) years, including installation of Redi-Rock brand retaining walls.
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - F. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
 - A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Bid Price
1	Mobilization, Max. \$15,000	1	LSUM	\$	\$
2	Sidewalk, Rem	15	Syd	\$	\$
3	Structures, Rem	1	LSUM	\$	\$
4	Excavation, Earth	100	Cyd	\$	\$
5	Site Grading	1	LSUM	\$	\$
6	Erosion Control, Silt Fence	100	Ft	\$	\$
7	Retaining Wall, Redi-Rock, Ledgestone	170	Sft	\$	\$
8	Temporary Traffic Control	1	LSUM	\$	\$
9	Sidewalk, Conc, 6 inch	205	Sft	\$	\$
10	Stamped Concrete, 6 inch	175	Sft	\$	\$
11	Aluminum Edging	30	Ft	\$	\$
12	Amelanchier x grandiflora 'Autumn Brilliance', 8-10 Ft Ht.	1	Ea	\$	\$
13	Ammophila Brevigulata	114	Ea	\$	\$
13	Echinacea purpurea 'Magnus', 1 Gal	12	Ea	\$	\$
14	Schizachyrium scoparium 'The Blues', 1 Gal	27	Ea	\$	\$
15	Trash Receptacle	1	Ea	\$	\$
TOTA	TOTAL			\$	

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

- performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
 - 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereb	y submits this Bid as set forth above:
	(typed or printed name of organization)
Ву:	(individual's signature)
Name:	
Title:	(typed or printed)
	(typed or printed)
Date:	(box and an artist and the
If Ridder is a co	(typed or printed) orporation, a partnership, or a joint venture, attach evidence of authority to sign.
	orporation, a partiters inp, or a joint venture, attach evidence of authority to sign.
Attest:	(individual's signature)
Name:	
Title:	(typed or printed)
Title:	(typed or printed)
Date:	
Address for a	(typed or printed) giving notices:
	notices.
Bidder's Cont	tact:
Name:	(typed or printed)
Title:	
Phone:	(typed or printed)
Email:	
Address:	
Bidder's Cont	tractor License No.: (if applicable)
2.446. 3 6011	

SECTION 00 43 13

BID BOND (PENAL SUM FORM)

Bidder	Surety		
Name:	Name:		
Address (principal place of business):	Address (principal place of business):		
Owner	Bid		
Name: City of Grand Haven	Project (name and location):		
Address (principal place of business):	Five Mile Hill Deck Improvements		
519 Washington Street	Grand Haven, MI		
Grand Haven, MI 49417			
	Bid Due Date: February 19, 2025		
Bond			
Penal Sum:			
Date of Bond:			
	ereby, subject to the terms set forth in this Bid Bond,		
do each cause this Bid Bond to be duly executed by			
Bidder	Surety		
(Call formal arms of Cidden)	(5.11 favoral access of County) (consequence)		
(Full formal name of Bidder) By:	(Full formal name of Surety) (corporate seal) By:		
(Signature)	(Signature) (Attach Power of Attorney)		
Name:	Name:		
(Printed or typed)	(Printed or typed)		
Title:	Title:		
Attest:	Attest:		
(Signature)	(Signature)		
Name:	Name:		
(Printed or typed)	(Printed or typed)		
Title:	Title:		
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as			

EXHIBIT A

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between	City of Grand Haven	(Owner) and
		(Contractor).
Owner and Contractor hereby agree as follo	ws:	
ARTICLE 1 - THE WORK		

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - FIVE MILE HILL DECK IMPROVEMENTS The project consists of removal of the existing deck structure in its entirely at the intersection of Emmet and Prospect Streets, commonly referred to as "Five Mile Hill." Construction of a Redi-Rock retaining wall with poured concrete surface and associated landscape improvements.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - Performance bond.
 - 3. Payment bond.
 - 4. Specifications listed in the Table of Contents.
 - 5. Drawings as listed on the Drawing Sheet Index.
 - 6. Addenda.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is Abonmarche Consultants, Inc.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work shall Commence no earlier than **March 10**, **2025** unless otherwise approved by the City and Engineer in writing.
- B. The Work will be substantially complete on or before June 13, 2025.
- C. The Work will be completed and ready for final payment on or before June 27, 2025.
- D. Work shall be completed Monday through Friday. Working hours shall be from 7:00 AM to 7:00 PM. Work on Saturday and Sundays shall not be completed unless otherwise approved by the City and Engineer in writing.
- E. No Work shall be completed during the following time periods:
 - 1. Memorial Day May 26, 2025

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

SEE ATTACHED BID

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful

performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
 - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - a. Workers' Compensation:

	State:	Statutory
	Employer's Liability:	
	Bodily Injury, each Accident	\$ 500,000
	Bodily Injury By Disease, each Employee	\$ 500,000
	Bodily Injury/Disease Aggregate	\$ 500,000
b.	Commercial General Liability:	
	General Aggregate	\$ 3,000,000
	Products - Completed Operations Aggregate	\$ 1,000,000
	Personal and Advertising Injury	\$ 1,000,000
	Each Occurrence (Bodily Injury and Property Damage)	\$ 3,000,000
C.	Automobile Liability herein:	
	Bodily Injury:	
	Each Person	\$ 1,000,000
	Each Accident	\$ 1,000,000
	Property Damage:	
	Each Accident	\$ 1,000,000
	Combined Single Limit of:	\$ 3,000,000
d.	Excess or Umbrella Liability:	
	Per Occurrence	\$ 1,000,000
	General Aggregate	\$ 1,000,000
e.	Contractor's Professional Liability:	
	Each Occurrence	\$ 1,000,000
	General Aggregate	\$ _1,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured— Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees, and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not

- attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent

areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the
 parties or (c) resulting from the Engineer's decision, subject to the need for
 Engineer's recommendation if the change in the Work involves the design (as set
 forth in the Drawings, Specifications, or otherwise), or other engineering or
 technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for

payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

A. The Owner shall retain **10** % of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work

- substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents:
 - 2. Consent of the surety to final payment;
 - Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and

Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2)

Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

EXHIBIT A

IN WITNESS WHEREOF, Owner and Contracto	r have signed this Contract.
This Contract will be effective on	(which is the Effective Date of the Contract).
OWNER:	CONTRACTOR:
City of Grand Haven	
Ву:	Ву:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
519 Washington Avenue	
Grand Haven, MI 49417	
	License No.:
	(where applicable)
(If Owner is a corporation, attach evidence of	

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Grand Haven	Owner's Project No.:	
Engineer:	Abonmarche Consultants	Engineer's Project No.:	24-1769
Project:	Five Mile Hill Deck Improvements		
Contract Name:	Five Mile Hill Deck Improvements		
Bidder:			
Bidder's Address:			
	at Owner has accepted your Bid dated accessful Bidder and are awarded a Con		ove Contract, and
Prospect Streets, o	s of removal of the existing deck structu commonly referred to as "Five Mile Hill." urface and associated landscape improv	Construction of a Redi-Rock i	
based on the provi	of the awarded Contract is \$ sions of the Contract, including but not erformed on a cost-plus-fee basis, as ap	limited to those governing ch	-
· ·	ted counterparts of the Agreement acc ments accompanies this Notice of Awar ly.		
You must comply v Notice of Award:	vith the following conditions precedent	within 15 days of the date of	receipt of this
1. Deliver to	Owner three (3) counterparts of the Ag	reement, signed by Bidder (as	Contractor).
payment b	h the signed Agreement(s) the Contractonds) and insurance documentation, as all Conditions, Articles 2 and 6.		
	with these conditions within the time s Notice of Award, and declare your Bid s	-	o consider you in
counterpart of the	er you comply with the above conditions of the Agreement, together with any add aph 2.02 of the General Conditions.	-	
Owner:	City of Grand Haven		
By (signature):			
Name (printed):			
Title:			
Copy: Engineer			

SECTION 00 55 00 NOTICE TO PROCEED

Owner:	City of Grand Haven	Owner's Project No.:	N/A
Engineer:	Abonmarche Consultants	Engineer's Project No.:	24-1769
Contractor:		Contractor's Project No.:	N/A
Project:	Five Mile Hill Deck Improvements		
Contract Name:	Five Mile Hill Deck Improvements		
Effective Date of C	Contract:		
•	fies Contractor that the Contract Times (vill commence to
	ractor shall start performing its obligatio Site prior to such date.	ns under the Contract Docu	ments. No Work
In accordance with	the Agreement:		
•	nich Substantial Completion must be achinal payment must be achieved is June 27		ne date by which
Before starting any	Work at the Site, Contractor must compl	y with the following:	
Obtain and furr	nish to the Owner copies of all permits req	uired per Section 01 10 00 S	ummary of Work
Owner:	City of Grand Haven		
By (signature):			
Name (printed):			
Title:			
Date Issued:			
Copy: Engineer			

SECTION 00 61 13.13 PERFORMANCE BOND

Contractor Surety Name: Address (principal place of business): Owner Contract Name: City of Grand Haven Mailing address (principal place of business): Eveription (name and location): 519 Washington Avenue Five Mile Hill Deck Replacement Project Grand Haven, MI 519 Washington Avenue Contract Price: Bond Effective Date of Contract: Bond Amount: Date of Bond: Ubate of Bond: Ubate of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: None □ See Paragraph 16 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative. Contractor as Principal Surety By: (Signature) Name: (Printed or typed) Title: Title: Attest: (Signature) Name: (Printed or typed) (Printed or typed) (Printed or typed) Title: (Printed or typed) Title: (Printed or typed) (Printed or typed) (Printed or typed)			
Address (principal place of business): Address (principal place of business):	Contractor	Surety	
Owner Name: City of Grand Haven Mailing address (principal place of business): 519 Washington Avenue Grand Haven, MI 49417 Contract Price: Effective Date of Contract: Bond Bond Amount: Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: None See Paragraph 16 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative. Contractor as Principal Surety (Full formal name of Controctor) (Full formal name of Surety) (corporate seal) By: (Signature) Name: (Printed or typed) Title: Attest: (Signature) Name: (Printed or typed) Title: Attest: (Signature) Name: (Printed or typed) Title: Title: Notes: (1) Provide supplemental execution by any additional parties, such as Joint venturers. (2) Any singular reference to	Name:	Name:	
Name: City of Grand Haven Mailing address (principal place of business): 519 Washington Avenue Grand Haven, MI 49417 Contract Price: Effective Date of Contract: Bond Bond Amount: Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: We None See Paragraph 16 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative. Contractor as Principal Surety (Full formal name of Contractor) (Full formal name of Surety) (corporate seal) By: (Signature) (Finted or typed) Title: Attest: (Signature) (Printed or typed) (Printed or typed) Title: (Finted or typed) (Printed or typed) (Printed or typed) Title: Title: Name: (Printed or typed) (Printed or typed) Title: Title: Title: Name: (Printed or typed) Title: Title: Title: Name: (Printed or typed) Title: Title: Title: Title: Name: (Printed or typed)	Address (principal place of business):	Address (principal place of business):	
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Mailing address (principal place of business): 519 Washington Avenue Grand Haven, MI 49417 Contract Price: Effective Date of Contract: Bond Bond Amount: Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: None See Paragraph 16 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative. Contractor as Principal Surety (Full formal name of Contractor) (Full formal name of Surety) (corporate seal) By: (Signature) (Finted or typed) Title: Attest: (Signature) Name: (Printed or typed) (Printed or typed) Title: Name: (Printed or typed) (Printed or typed) Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed) Title: Name: (Printed or typed) Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed)	Owner	Contract	
Grand Haven, MI 49417 Contract Price: Effective Date of Contract: Bond Bond Amount: Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: None □ See Paragraph 16 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative. Contractor as Principal Surety (Full formal name of Contractor) (Full formal name of Surety) (corporate seal) By: (Signature) (Printed or typed) Title: Attest: (Signature) Attest: (Signature) Name: (Printed or typed) (Printed or typed) Title: Title: Name: (Printed or typed) (Printed or typed) Title: Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed) Title: Title: Name: (Printed or typed) Title: Name: (Printed or typed) Title: Name: (Printed or typed)	Name: City of Grand Haven	Description (name and location):	
Grand Haven, MI 49417 Contract Price: Effective Date of Contract: Bond Bond Amount: Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ⊠ None □ See Paragraph 16 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative. Contractor as Principal Surety (Full formal name of Contractor) (Full formal name of Surety) (corporate seal) By: (Signature) (Printed or typed) Title: Attest: (Signature) Name: (Printed or typed) (Printed or typed) (Printed or typed) Title: Title: Name: (Printed or typed) (Printed or typed) Title: Title: Name: (Printed or typed)	Mailing address (principal place of business):	-	
Grand Haven, MI 49417 Contract Price: Effective Date of Contract: Bond Bond Amount: Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form:	519 Washington Avenue	Grand Haven, MI	
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Bond Amount: Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☑ None ☐ See Paragraph 16 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative. Contractor as Principal Surety (Full formal name of Surety) (corporate seal) By: (Signature) (Signature) (Printed or typed) Title: Attest: (Signature) (Signature) Attest: (Signature) (Printed or typed) Title: Name: (Printed or typed) (Printed or typed) Title: Name: (Printed or typed) Title: Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to	Pond	Lifective Date of Contract.	
Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: None □ See Paragraph 16 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative. Contractor as Principal Surety (Full formal name of Contractor) (Full formal name of Surety) (corporate seal) By: (Signature) (Signature)(Attach Power of Attorney) Name: (Printed or typed) (Printed or typed) Title: Attest: (Signature) (Signature) Name: (Printed or typed) (Printed or typed) Title: Name: (Printed or typed) (Printed or typed) Title: Name: (Printed or typed) (Printed or typed) Title: Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to			
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Contractor as Principal Full formal name of Contractor Full formal name of Surety (corporate seal Surety Surety (corporate seal Surety Sure		Bond to be duly executed by an authorized officer,	
Contractor Con		Curatu	
By: Comparison of Attorney	Contractor as Principal	Surety	
By: Comparison of Attorney	(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)	
Name: (Signature) (Signature) (Attach Power of Attorney) Name:			
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- 1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

EXHIBIT A

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. Balance of the Contract Price—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 16. Modifications to this Bond are as follows: None

SECTION 00 61 13.16 PAYMENT BOND

Contractor	Surety
Name:	Name:
Address (principal place of business):	Address (principal place of business):
Owner	Contract
Name: City of Grand Haven	Description (name and location):
Mailing address (principal place of business):	Five Mile Hill Deck Replacement Project
519 Washington Avenue	Grand Haven, MI
Grand Haven, MI 49417	
	Contract Price:
	Effective Date of Contract:
Bond	
Bond Amount:	
Date of Bond:	
(Date of Bond cannot be earlier than Effective Date of Contract)	
Modifications to this Bond form:	
None □ See Paragraph 18	
Surety and Contractor, intending to be legally bour	· · · · ·
representative.	o be duly executed by an authorized officer, agent, or
Contractor as Principal	Surety
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
By:	By:
(Signature)	(Signature)(Attach Power of Attorney)
Name:	Name:
(Printed or typed)	(Printed or typed)
Title:	Title:
	•
Attest:(Signature)	Attest:(Signature)
· •	. • .
Name: (Printed or typed)	Name:(Printed or typed)
Title:	Title:
Notes: (1) Provide supplemental execution by any additional p	
Contractor, Surety, Owner, or other party is considered plural v	

- 1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
- 5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
- 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

- 8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
- 9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Definitions
 - 16.1. Claim—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. Claimant—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: None

NOTICE TO BIDDERS PROGRESS CLAUSE

ABONMARCHE: RMK 1 of 1 01/29/2025

Work shall commence no earlier than **March 10, 2025**, or on the date agreed upon with the Engineer. In no case shall any work be commenced prior to receipt of formal notice of award by the Owner. Installation of the Redi-Rock retaining wall, seat wall, sidewalk, and stamped concrete shall be complete but the substantial completion date. Final restoration and plantings must be installed by the final completion date.

The project shall reach a stage of substantial completion by June 13, 2025

The project shall reach a stage of final completion by June 27, 2025

If the bidding proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

Failure by the Contractor to meet the above requirements and dates will result in the contractor being assessed liquidated damages in accordance with Section 108.10 of the 2020 MDOT Standard Specifications for Construction. Liquidated Damages will continue to be assessed for each calendar day or portion of a day that these restrictions are not met.

NOTICE TO BIDDERS **UTILITY COORDINATION**

ABONMARCHE:RMK 1 OF 2 01/29/2025

a. Description. The Contractor shall cooperate and coordinate construction activities with the Owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 108.09 of the 2020 MDOT Standard Specifications for Construction.

For protection of underground utilities and in conformance with Public Act 174 of 2013, the Contractor shall dial 1-800-482-7171 or 811 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility Owners who may not be a part of the "Miss Dig" alert system.

b. Public Utilities. The following Public Utilities may have facilities located within the Rightof-Way:

Sewer and Water:

City of Grand Haven Public Works

1120 Jackson Street Grand Haven, MI 49417

Mike England (616) 847-3493 Gas:

Cable:

Michigan Gas Utilities 1708 Eaton Drive

Grand Haven, MI 49417

Charter Communications

Grand Haven, MI 49417

1433 Fulton Street

Brad Kulicamp

(616) 844-7519

Todd Subka (616) 844-7519 Electric:

Grand Haven Board of Light

and Power

1700 Eaton Drive

Grand Haven, MI 49417

Robert Shelley (616) 607-1263

Telephone:

AT&T

245 East 24th Street

Holland, MI 49423 Rick Arendsen

(616) 392-7017

Fiber Communications:

Comcast

Rachel Gentry

(248) 514-8613

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01/29/2025

The Owners of existing service facilities that are within grading or structure limits will move them to locations designated by the Engineer or will remove them entirely from the Right-of-Way. Owners of Public Utilities will not be required to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

SPECIAL PROVISION FOR

ADOPTION OF MDOT STANDARD SPECIFICATION FOR CONSTRUCTION

ABONMARCHE:RMK 1 OF 2 01/07/2025

a. Description. This project shall be conducted in accordance with the following Divisions and Sections of the 2020 MDOT Standard Specifications for Construction as well as the latest edition of MDOT Road and Bridge Standard Plans and Special Details.

These documents may be downloaded or ordered as follows:

MDOT Standard Specifications for Construction

Electronic File: Available in PDF Format at the Link Below Cost: Free

https://mdotjboss.state.mi.us/SpecProv/specBookHome.htm

MDOT Road & Bridge Standard Plans

Electronic File: Available in PDF Format at the Link Below Cost: Free

https://mdotjboss.state.mi.us/stdplan/standardPlansIndex.htm

This includes, but is not limited to earthwork, bases, subbases, preparation for paving, drainage, Hot Mix Asphalt Paving, and concrete paving, and incidental construction.

- 1. Division 1 General Provisions (Selected Sections Only)
- 2. Division 2 Earthwork
- 3. Division 3 Bases
- 4. Division 4 Drainage Features
- 5. Division 5 HMA Pavements & Surface Treatments
- 6. Division 6 Portland Cement Concrete Pavements
- 7. Division 7 Structures
- 8. Division 8 Incidental Construction
- 9. Division 9 Materials

- b. Materials. See Division 9
- c. Construction. See Individual Pay Items within each Division
- **d. Measurement and Payment.** Measurement and Payment set forth in the 2020 MDOT Standard Specifications for Construction shall prevail unless specified otherwise in the Contract Documents.

SPECIAL PROVISION FOR DECORATIVE CONCRETE PAVEMENT

ABONMARCHE:DAD 1 of 4 01/30/20255

- **a. Description**. Construct a decorative colored, stamped Portland cement concrete pavement, with or without reinforcement. Complete all work according to sections 803 of the Standard Specifications for Construction, except as specified herein.
- **b. Submittals**. Submit a plan showing types and locations of joints, reinforcement, and sequence of construction. Submit a report detailing the concrete mix designs to be used, including manufacturers and/or suppliers of mixture components. Submit technical data sheet for a single manufacturer's complete system for products and/or materials including admixtures, colorants, curing compounds, decorative concrete sealer, dry-shake finish materials, imprinting tools, and others requested by the Engineer.
- **c. Certification**. Ensure that the Contractor has a Michigan Concrete Association (MCA) Decorative Concrete Certification or proven equivalent manufacturer training and certification for placing decorative concrete.
- **d. Materials**. Concrete shall be Grade P1 in accordance with Section 601.03 of the Standard Specifications for Construction or Grade S2 in accordance with Section 701 of the standard specifications for construction. Use a single manufacturer's complete system for products and/or materials.
 - 1. Concrete Colorant. Use complete pigment system including integral colorants, dry shake colorants, and/or release hardeners from one of the following manufacturers or other sources as approved by the Engineer. Submit ASTM C 979 test data to Engineer for all non-approved manufacturers.

Brickform	989-792-9009
Decorative Concrete Resources	866-792-9000
Increte Systems	800-752-4626
L.M. Scofield Co.	586.292.1492
Prism Pigments	888-440-4250
Proline Concrete Tools	800-795-4750
Vexcon Chemicals	616-299-8897

2. Concrete Integral Color. Pre-weighed and dry-packaged high-grade coloring pigment in either powder or granular form. Ensure materials comply with ASTM C 979 standards for integrally colored concrete. Use color as indicated.

Prism Pigments P1840 Red Barn
Brickform LC2240 Brick Red
DCR Integral Dark Merlot

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3. Dry-Shake Color Hardener. Packaged dry combination of materials consisting of Portland cement, graded silica, coloring pigments, and plasticizing admixture. Use coloring pigments that are finely ground, nonfading mineral oxides interground with cement. Color as indicated below. Recommended coverage is up to 90 pounds per 100 square feet.

Prism Pigments Brick Red

Brickform LC500 – Brick Red

4. Release Agent. Dry-shake powder to facilitate release of imprinting tools as manufactured by Brickform Rafco or Prism Pigments. Color as indicated.

Brickform RA100 - Dark Gray

Prism Pigments Dark Gray

- 5. Curing Compound. Use transparent curing compound meeting subsection 903.05.B of the Standard Specifications for Construction. [ASTM C 309, Type 1 or 1-D] Note: Standard curing compounds cannot be used on colored or decorative concrete. See following section "Surface Sealer" for approved products.
- 6. Surface Sealer. Use a "crystal clear" Class A solvent acrylic decorative sealer in lowsheen, anti-slip finish from approved list below, or other as approved by the system manufacturer and the Engineer.

Brickform Safety-Seal MS-5

Vexcon Chemicals Certivex AC 1315 solvent base sealer

(with curing compounds)

Vexcon Chemicals Certivex Gloss Sealer FT solvent base sealer

(without curing compounds)

7. Slip Resistant Additive. Mix slip resistant additive with the sealer according to the manufacturer's recommendations.

Increte Systems Shur Grip – anti-slip sealer additive

Vexcon Chemicals Certi-Vex Grip

H&C Concrete Products SharkGrip Slip Resistant Additive

8. Equipment. To impart desired texture, use high-quality resilient mats reproduced from castings of natural materials and providing uniform control of joint depth. Use tools capable of producing the pattern(s) shown on the Plans and/or as required by the Engineer. Use imprinting tool(s) from approved manufacturer and pattern list below, or present a substitute mat design, manufacturer, or pattern to the Engineer for approval:

Brickform Products:
Increte Systems:
L.M Scofield Co.:
Proline Concrete Tools:

Running Bond Used Brick
Running Bond U.B.
Used Brick Running Bond
Running Bond Used Brick

9. Field-Constructed Mock-up. Prior to installation of colored concrete and/or stamped concrete paving work, construct sample panels in place to verify color and texture selections

and processes for qualities of appearance, materials, and construction. Build mock-ups to comply with the following requirements:

- A. Size. Cast a minimum 8 foot by 8 foot mock-up to demonstrate typical joints, surface finish, texture, color, and standard of workmanship.
- B. Acceptance. If Engineer determines that mock-up does not meet requirements, demolish and remove it from the site, and cast another until the mock-up is accepted.
- C. Use. Keep accepted mock-up undisturbed during construction as a standard for comparison to completed paving. Undamaged mock-up may be incorporated into the Work or demolished and removed from the site when directed by the Engineer.
- **e. Construction.** Construct sidewalks in accordance with subsection 803.03 of the Standard Specifications for Construction and Standard Plans R-28 and R-29 Series, except as modified in this special provision and the details on the plans.
 - 1. Preparation. Carefully lay out the locations of forms and joints, taking into consideration the orientation of the pattern as shown on the Plans, intended aesthetics, and construction sequence.
 - 2. Integral Color. Comply with the color manufacturer's published recommendations and instructions for mix designs, admixtures, concrete temperature, mixing, installing, finishing, and curing. Coordinate stamped colored concrete to ensure consistency in color, texture, and quality.
 - 3. Color Hardener. Apply a minimum of 30 pounds per 100 square feet for applications using integral color. Apply a minimum of 60 pounds per 100 square feet for applications not using integral color. Apply evenly in two passes from different directions using dry-shake method. If moisture is present, bull float each application of the shake.
 - 4. Color Release. Apply powder release per manufacturer guidelines at the minimum rate required to cover the previously colored surface. "Liquid Antique" agent can be used as a substitute for the dry release. If clear liquid release is to be used, apply per manufacturer guidelines. Colored powder release can be mixed with clear liquid and sprayed on the surface only after the imprinting has been completed, to create an accent coloring.
 - 5. Imprint Pattern. Comply with tool manufacturer's standards and MCA practices. Lay out to proper alignment and imprint consistent depth while concrete is plastic. Do not allow the surface to crust over or harden before stamping. Hand-tool in areas where imprinting tools are not practical.
 - 6. Removal of Excess Release. Wash off excess release agent with normal water pressure prior to joints being cut. Remove a minimum of 80 percent of the release. Temperature conditions will dictate the timing of release removal. Dispose of any excess release agent in compliance with local regulations.
 - 7. Acid Washing of Decorative Surface may be required to achieve the desired finish as directed by the Engineer. A minimum of 36 hours after placement, apply a solution of 1 part

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muriatic acid to 30 parts potable water to the surface of the pavement and lightly scrub with a straw broom. Wash the surface until proper color has been achieved and then flush thoroughly.

- 8. Sealing Decorative Surface. Seal the surface with approved sealer according to manufacturer's recommendations. Refer to section d.3. of this Special Provision for approved products and manufacturer technical data sheets for proper installation procedures, including moisture content restrictions at time of application.
- **f. Measurement and Payment**. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item	Pay Unit
Stamped Concrete,	_ inchSquare Yard

Stamped Concrete, __ inch will be measured and paid for by area in square yards based on plan quantities. The pay item used will be based on the thickness specified. **Stamped Concrete**, __ inch includes coloring, mixing, hauling, placement, striking-off, finishing, texturing, curing, and jointing.



SPECIAL PROVISION FOR ROUGH GRADING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Section Includes:
 - 1. Excavating topsoil.
 - 2. Excavating subsoil.
 - 3. Cutting, grading, filling, rough contouring, compacting, and grading site for structures, pavement, and site features.

B. Related Sections:

- 1. Section 31 10 00 Site Clearing: Excavating topsoil.
- 2. Section 31 23 16 Excavation: Earth Excavation and Embankment.
- 3. Section 31 23 18 Rock Removal.
- 4. Section 31 23 23 Fill: General building area backfilling.
- 5. Section 31 23 33 Trenching and Backfilling: Trenching and backfilling for utilities.
- 6. Section 32 05 13 Soils for Exterior Improvements: Soils for fill.
- 7. Section 32 05 16 Aggregates for Exterior Improvements: Aggregates for fill.
- 8. Section 32 91 19 Landscape Grading: Finish grading with topsoil to contours.

1.02 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:

1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.



- 2. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
- 3. ASTM D1556 Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
- 4. ASTM D1557 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).
- 5. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- 6. ASTM D2419 Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
- 7. ASTM D2434 Standard Test Method for Permeability of Granular Soils (Constant Head).
- 8. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- 9. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- C. Michigan Department of Transportation (MDOT)
 - 1. Manual for the Michigan Test Methods: MTM 107 Sampling Aggregates
 - 2. Manual for the Michigan Test Methods: MTM 108 Percent Loss by Washing
 - 3. Manual for the Michigan Test Methods: MTM 109 Sieve Analysis
 - 4. Density Testing and Inspection Manual: One Point T-99 Test
 - 5. Density Testing and Inspection Manual: Michigan One Point Cone Test
 - 6. Density Testing and Inspection Manual: Density In-Place (Nuclear) Test

1.03 SUBMITTALS

- A. Section 01 33 00 Submittal Procedures: Requirements for submittals.
- B. Samples: Submit, in air-tight containers, 10 lb sample of each type of aggregate to testing laboratory.
- C. Materials Source: Submit name of imported materials suppliers.
- D. Manufacturer's Certificate: Provide MDOT prequalification documentation or certifications that the materials provided meet or exceed the specified requirements.



1.04 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.05 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with MDOT Standard Specifications for Construction and the MDOT Standard Plans, Latest Editions.
- C. Maintain one copy of each document on site.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Topsoil: Type S3 as specified in Section 32 05 13 Soils for Exterior Improvements
- B. Structural Fill: Type A2 as specified in Section 32 05 16 Aggregates for Exterior Improvements
- C. Granular Fill: Type A1 or A2 as specified in Section 32 05 16 Aggregates for Exterior Improvements

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Section 01 30 00 Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify survey bench mark and intended elevations for the Work are as indicated on Drawings.

3.02 PREPARATION

- A. Call Miss Dig at 1-800-482-7171 or 811 not less than three full working days before performing any portion of the Work that involves any soil disturbance.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
 - 2. Verify all utility companies have responded before commencing Work.



- B. Identify required lines, levels, contours, and datum.
- C. Notify utility company to remove and/or relocate utilities.
- D. Protect utilities indicated to remain from damage.
- E. Protect plant life, lawns, rock outcropping and other features remaining as portion of final landscaping.
- F. Protect benchmarks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.03 SOIL EROSION AND SEDIMENTATION CONTROL

- A. CONTRACTOR, at his expense, shall provide, maintain and remove such temporary and/or permanent soil erosion and sedimentation control measures as specified on the Plans or as determined by ENGINEER.
- B. Measures shall prevent surface runoff from carrying excavated materials into the waterways, to reduce erosion of the slopes, and to prevent silting in of waterways downstream of the Work.
- C. Measures should include provisions to reduce erosion by the wind of all areas stripped of vegetation, including material stockpiles.
- D. Comply with requirements of Section 01 5713, Temporary Erosion and Sediment Control.

3.04 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be filled, further excavated, landscaped, or regraded without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion. Stockpile material on impervious material, 36 mil Hypalon material and cover over with same material, until disposal.
- D. Remove excess topsoil not intended for reuse, from site.

3.05 SUBSOIL EXCAVATION

- A. Excavate subsoil from areas to be further excavated or regarded in accordance with Section 31 10 00 Site Clearing and Demolition.
- B. Remove unsuitable material to firm underlying soils beneath footings, pipelines, floor slabs, paved areas and walks. Backfill to required subgrade elevation with suitable compacted fill.
- C. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Architect/Engineer.



Unauthorized excavation, as well as remedial work directed by the Architect/Engineer shall be at the CONTRACTOR's expense. Backfill and compact unauthorized excavations of the same classification, unless otherwise directed by Architect/Engineer.

- D. Excavation for Walks: Cut surface to comply with cross-sections, elevations and grades indicated or required.
- E. Excavation for Seed: Cut to underside of topsoil depth. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content as directed by the Architect/Engineer.
- F. When excavating through roots, perform Work by hand and cut roots with sharp axe or hand saw.
- G. Stockpile excavated material in area designated on site in accordance with Section 31 05 13 Soils for Earthwork and 31 05 16 Aggregates for Earthwork.
- H. Benching Slopes: Horizontally bench existing slopes greater than 1: 3 to key placed fill material to slope to provide firm bearing.
- I. Stability:
- J. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces in good serviceable condition, where excavation side slopes are limited by space or stability of material.
 - 1. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.
 - 2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses. Replace damaged or displaced subsoil as specified for fill.

3.06 FILLING

- A. Install Work in accordance with MDOT Standard Specifications for Construction, Latest Edition.
- B. Fill areas to contours and elevations with unfrozen materials.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Slope grade away from buildings at minimum 2percent slope for minimum distance of 10 ft, unless noted otherwise.
- E. Make grade changes gradual. Blend slope into level areas.
- F. Repair or replace items indicated to remain damaged by excavation or filling.

3.07 COMPACTION:



- A. After excavation, compact existing subgrade to a minimum 90% of maximum density.
- B. Provide compaction effort as required to meet the required compaction specification or a minimum of two complete passes over area to receive pavement structure.

3.08 MINOR ITEMS

- A. Remove minor items including retaining walls, underdrains, shrubs, hedges, rocks, landscaping, etc. as called for on the plans.
- B. Protect items, including trees, landscaping and other improvements not designated for removal

3.09 MAINTENANCE AGGREGATE

A. CONTRACTOR shall furnish and install 21A, 21AA or 22A maintenance aggregate to maintain pedestrian and traffic access. Aggregate shall be placed and compacted to maintain access in areas as determined by ENGINEER. Maintenance aggregate will be incidental to the Project unless otherwise specified in the Contract Documents

3.10 TOLERANCES

- A. Section 01 40 00 Quality Requirements: Tolerances.
- B. Top Surface of Subgrade: Plus or minus 1/10 from required elevation.

3.11 FIELD QUALITY CONTROL

- A. Section 01 40 00 Quality Requirements and 01 70 00 Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform laboratory material tests in accordance with ASTM D1557, ASTM D698 and/or AASHTO T180 and appropriate or the corresponding Michigan Test Method.
- C. Perform in place compaction tests in accordance with the following:
 - Density Tests: ASTM D2922 and the procedures described in the MDOT Density Testing and Inspection Manual. Where conflicts arise, the ASTM standard shall prevail.
 - 2. Moisture Tests: ASTM D3017 and the procedures described in the MDOT Density Testing and Inspection Manual. Where conflicts arise, the ASTM standard shall prevail.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- E. Frequency of Tests:
 - 1. Subsoil Fill: 1 Test per 200 CYD -or- 1 Test per 600 SYD/Layer
 - 2. Granular Fill: 1 Test per 100 CYD -or- 1 Test per 300 SYD/Layer



3. Structural Fill: 1 Test per 50 CYD -or- 1 Test per 225 SYD/Layer

3.12 SCHEDULES

- A. Topsoil Fill:
 - 1. Fill Type S3: To finish grade at the thickness specified on the plans.
 - 2. Compact uniformly to minimum 90 percent of maximum density.
- B. Granular Fill and Backfill:
 - 1. Fill Type A1 or A2: To subgrade elevation. 12 inches thick.
 - 2. Compact uniformly to minimum 95 percent of maximum density.
- C. Structural Fill:
 - 1. Fill Type A2: To subgrade elevation. 8 inches thick.
 - 2. Compact uniformly to minimum 100 percent of maximum density.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. Payment for the following item(s) of work shall cover all materials, equipment and labor necessary to install the following pay items in accordance with the plans and these specifications.

4.02 METHOD OF MEASUREMENT

Description	Unit
Site Grading	Lump Sum

Site Grading will be paid at the contract unit price per Lump Sum. Payment will include stripping of topsoil, trenching, grading, and trimming of earth necessary to prepare subgrade for construction of new roadway, utilities, curbs, pavement, and sidewalks. Payment shall include work for the entire area to the lines and grades shown on the plans. Payment includes removal of minor items not paid separately. All other pay items, including removals of existing pavement and curb as well as excavation, embankment, and placement of new subbase, aggregate base, HMA pavement, etc shall be paid separately.

END OF SECTION



SECTION 31 23 16 EXCAVATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Section Includes:
 - 1. Soil densification.
 - 2. Excavating for building foundations.
 - 3. Excavating for paving, roads, and parking areas.
 - 4. Excavating for slabs-on-grade.
 - 5. Excavating for site structures.
 - 6. Excavating for landscaping.

1.02 RELATED SECTIONS:

- A. Section 31 05 13 Soils for Earthwork: Stockpiling excavated materials.
- B. Section 31 05 16 Aggregates for Earthwork: Stockpiling excavated materials.
- C. Section 31 22 13 Rough Grading: Topsoil and subsoil removal from site surface.
- D. Section 31 23 23 Fill.
- E. Section 31 23 33 Trenching and Backfilling: Excavating for utility trenches.
- F. Section 33 11 16 Site Water Utility Distribution Piping.
- G. Section 33 36 00 Utility Septic Tanks.

1.03 REFERENCES

- A. ASTM International:
 - ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
 - 2. ASTM D1556 Standard Test Method for Density of Soil in Place by the Sand-Cone Method.



- 3. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- 4. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- B. Local utility standards when working within 24 inches of utility lines.

1.04 SUBMITTALS

- A. Section 01 33 00 Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.
- C. Shop Drawings: Indicate soil densification grid for each size and configuration footing requiring soils densification.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with Michigan Department of Transportation Standard Specifications for Construction and the MDOT Standard Plans, Latest Edition.
- B. Maintain one copy of each document on site.

1.06 QUALIFICATIONS

A. Where shoring systems are necessary to retain excavations, prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in the State of Michigan.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 PREPARATION

- A. Call Miss Dig at 1-800-482-7171 or 811 not less than three full working days before performing any portion of the Work that involves any soil disturbance.
- Request underground utilities to be located and marked within and surrounding construction areas.
- C. Verify all utility companies have responded before commencing Work.
- D. Identify required lines, levels, contours, and datum.



3.02 EXCAVATION

- A. Underpin adjacent structures which may be damaged by excavation work.
- B. Excavate subsoil to accommodate building foundations, slabs-on-grade, paving, site structures, utilities and construction operations.
- C. Excavate to working elevation for piling work.
- D. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity; perform compaction in accordance with Section 31 23 23 Fill.
- E. Slope banks with machine to angle of repose or less until shored.
- F. Do not interfere with 45 degree bearing splay of foundations.
- G. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- H. Trim excavation. Remove loose matter.
- I. Remove lumped subsoil, boulders, and rock.
- J. Notify Architect/Engineer of unexpected subsurface conditions.
- K. Correct areas over excavated with Structural Fill Type A2 in accordance with 32 05
 16 Aggregates for Exterior Improvements
- L. Remove excess and unsuitable material from site. Dispose of contaminated material in accordance with Section 205 of the Michigan Department of Transportation Standard Specifications for Construction, latest edition.
- M. Stockpile excavated material in area designated on site in accordance with Section 32 05 13 Soils for Exterior Improvements and Section 31 05 16.
- N. Repair or replace items indicated to remain damaged by excavation.

3.03 FIELD QUALITY CONTROL

- A. Section 01 40 00 Quality Requirements and 01 70 00 Execution and Closeout Requirements, Field inspecting, testing, adjusting, and balancing.
- B. Request visual inspection of bearing surfaces by inspection agency before installing subsequent work.

3.04 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.



C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. Payment for the following item(s) of work shall cover all materials, equipment and labor necessary to install the following pay items in accordance with the plans and these specifications.

4.02 METHOD OF MEASUREMENT

Description	Unit
Excavation, Earth	Cubic Yard

END OF SECTION

SPECIAL PROVISION FOR LANDSCAPE MATERIALS

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a. Description. This work consists of furnishing and installing all plant materials, preparing the soil, fertilizer, mulch, edging, staking materials and all related items necessary to complete the work and provide maintenance in accordance with the plans and specifications. This work shall be done in accordance with Section 815 of the Standard Specifications for Construction, and as listed herein.

1. Quality Assurance

A. Source Quality Control:

- General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
- (2) Do not make substitutions: If specified landscape material is not obtainable, submit to Engineer proof of non-availability and proposal for use of equivalent material. When authorized, adjustment of contract amount will be made.
- (3) Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever possible.
- (4) Trees / Shrubs / Perennials and Ornamental Grasses: To be grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions or disfigurement.
- (5) Sizes: Provide all plan material as shown or specified. Plant material of larger size may be used if acceptable to Engineer, and if sizes of roots or balls are increased proportionately.
- (6) Inspection: Engineer reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for name, variety, size and quality.
- B. Planting Schedule: Submit planting schedule showing scheduled dates for planting each section of the Work. Sections to be clearly described by contractor using business and entrance drives in description. If lane closure or traffic control is required during planting or maintenance operations the contractor shall submit a traffic control plan meeting MMUTCD to the Engineer for approval two weeks prior to implementation. Traffic control work shall be included with planting items for payment purposes.

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C. Maintenance Schedule: Submit schedule for maintenance as specified in Section 815.

2. Delivery, Storage and Handling

A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, while stored at site.

B. Plant Materials:

- (1) Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery. Do not bend or bind tie trees or shrubs in such manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery.
- (2) Deliver trees and shrubs only that are to be planted immediately for section in which contractor is working. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist.
- (3) Label at least one tree and one shrub of each variety per section with a securely attached waterproof tag bearing legible designation of botanical and common name.
- (4) Provide perennials and ornamental grasses in proper size containers and plant immediately upon delivery.
- **b. Materials.** Supply all plants and planting materials in accordance with Section 917 of the Standard Specifications for Construction and as modified by this special provision.
 - 1. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, while stored at site.

2. Plant Materials

- A. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery. Do not bend or bind tie trees or shrubs in such manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery.
- B. Deliver trees and shrubs only that are to be planted immediately for section in which contractor is working. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist.
- C. Label at least one tree and one shrub of each variety per section with a securely attached waterproof tag bearing legible designation of botanical and common name.
- D. Provide perennials and ornamental grasses in proper size containers and plant immediately upon delivery.

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- 3. Miscellaneous Landscape Materials
- A. Anti-Desiccant: Emulsion type, film forming agent similar to Dowax by Dow Chemical Company; Wilt Pruf by Nursery Specialty Products, Inc.; Moisturin by Root-Zone. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
- B. Edging: Edging shall be commercial grade aluminum edging (1/8 inch x 4 inch) installed at all locations to contain mulch. Use Permaloc (1-800-356-9660), Curv-Rite (1-800-366-2878) or approved equal.
- C. Weed Barrier. Weed barrier shall be heavy duty polypropylene intended for long-term use in exposed conditions. The minimum fabric weight shall be as specified on the plans.
- **c. Construction.** Construction methods and application rates for planting items shall be in accordance with Sections 815 and 816 of the Standard Specifications for Construction, as detailed in the plans, and as modified by this special provision.
 - 1. Inspection. Installer must examine subgrade, verify elevations, observe conditions under which work is to be performed, and notify CONTRACTOR (or if none, OWNER) of unsatisfactory conditions. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to installer.
 - 2. Edging. Install aluminum edging to the lines and grades shown on the plans prior to installation of hardwood mulch.

Installation shall be in conformance with manufacturer's recommendations. Where permitted by the manufacturer and necessary to achieve proper dimensions, cuts shall be made with a manufacturer approved saw blade intended for cutting of non-ferrous metals. Edging shall be placed such that all sawcuts and joints are located inconspicuously, out of view and away from pedestrian traffic.

3. Weed Barrier. Place weed barrier on prepared topsoil. Place with minimum of 6 in lapping to prevent gaps and place pins in staggered rows on 36 inch centers. Cut holes in fabric to accommodate plantings. Trim edges of cuts neat and discard excess material.

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d. Measurement and Payment. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item	Pay Unit
Aluminum Edging	Foot
(Botanical Name), (size)	

Payment for **Aluminum Edging** will be measured in place and shall include all materials, labor, and equipment necessary to furnish, trim, and install the edging as called for in the plans.

Plants, of their respective (<u>Botanical Name</u>), (<u>size</u>) will be measured by the units shown on the plans for their and methods specified in ANSI Z60.1. Payment includes furnishing, planting, pruning, watering-in, wrapping, bracing or guying, and mulching.

SPECIAL PROVISION FOR MODULAR BLOCK RETAINING WALLS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section includes furnishing all materials and labor required for the design and construction of a precast concrete modular block (PMB) retaining wall with or without geosynthetic reinforcement. Precast modular block retaining wall blocks under this section shall be cast utilizing a wet-cast concrete mix and exhibit a final handling weight in excess of 1,000 pounds (450 kg) per unit.
- B. Scope of Work: The work shall consist of furnishing materials, labor, equipment and supervision for the construction of a precast modular block (PMB) retaining wall structure in accordance with the requirements of this section and in acceptable conformity with the lines, grades, design and dimensions shown in the project site plans.

1.02 RELATED SPECIFICATIONS

- A. Excavation
- B. Rough Grading

1.03 REFERENCE STANDARDS

- A. The publications listed in this section form a part of this specification to the extent referenced. The publications are referenced in the text by basic designation. In the event a referenced publication has been replaced or superseded, the current version shall govern.
- B. Design
 - 1. Design standards and governing building codes shall be as noted on the plans.
- C. Precast Modular Block Units
 - 1. ASTM C94 Standard Specification for Ready-Mixed Concrete.
 - ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 3. ASTM C143 Standard Test Method for Slump of Hydraulic-Cement Concrete.
 - 4. ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete.
 - 5. ASTM C494 Standard Specification for Chemical Admixtures for Concrete.
 - 6. ASTM C666 Standard Test Method for Concrete Resistance to Rapid Freezing and Thawing.
 - 7. ASTM C920 Standard Specification for Elastomeric Joint Sealants.
 - 8. ASTM C1116 Standard Specification for Fiber-Reinforced Concrete.
 - ASTM C1611 Standard Test Method for Slump Flow of Self-Consolidating Concrete.

- ASTM D6638 Standard Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units (Modular Concrete Blocks).
- 11. ASTM D6916 Standard Test Method for Determining Shear Strength Between Segmental Concrete Units (Modular Concrete Blocks).

D. Geosynthetics

- 1. AASHTO M 288 Geotextile Specification for Highway Applications.
- 2. ASTM D3786 Standard Test Method for Bursting Strength of Textile Fabrics Diaphragm Bursting Strength Tester Method.
- 3. ASTM D4354 Standard Practice for Sampling of Geosynthetics for Testing.
- 4. ASTM D4355 Standard Test Method for Deterioration of Geotextiles
- 5. ASTM D4491 Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
- 6. ASTM D4533 Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
- 7. ASTM D4595 Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method.
- 8. ASTM D4632 Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
- 9. ASTM D4751 Standard Test Method for Determining Apparent Opening Size of a Geotextile.
- 10. ASTM D4759 Standard Practice for Determining Specification Conformance of Geosynthetics.
- 11. ASTM D4833 Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products.
- 12. ASTM D4873 Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples.
- 13. ASTM D5262 Standard Test Method for Evaluating the Unconfined Tension Creep and Creep Rupture Behavior of Geosynthetics.
- 14. ASTM D5321 Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method.
- 15. ASTM D5818 Standard Practice for Exposure and Retrieval of Samples to Evaluate Installation Damage of Geosynthetics.
- 16. ASTM D6241 Standard Test Method for the Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
- 17. ASTM D6637 Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Tensile Method.
- 18. ASTM D6706 Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil.
- 19. ASTM D6992 Standard Test Method for Accelerated Tensile Creep and Creep-Rupture of Geosynthetic Materials Based on Time-Temperature Superposition Using the Stepped Isothermal Method.

E. Drainage Pipe

- 1. ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- 2. ASTM F2648 Standard Specification for 2 to 60 inch [50 to 1500 mm] Annular Corrugated Profile Wall Polyethylene (PE) Pipe and Fittings for Land Drainage Applications.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Meeting. As directed by the Owner, the General Contractor shall schedule a preconstruction meeting at the project site prior to commencement of retaining wall construction. Participation in the preconstruction meeting shall be required of the General Contractor, Retaining Wall Design Engineer, Retaining Wall Installation Contractor, Grading Contractor and Inspection Engineer. The General Contractor shall provide notification to all parties at least 10 calendar days prior to the meeting.
 - 1. Pre-Installation Meeting Agenda:
 - a. The General Contractor shall explain the required bearing capacity of soil below the retaining wall structure and the shear strength of in-situ soils assumed in the retaining wall design to the Inspection Engineer.
 - b. The General Contractor shall explain the required shear strength of fill soil in the reinforced, retained and foundation zones of the retaining wall to the Inspection Engineer.
 - c. The General Contractor shall explain any measures required for coordination of the installation of utilities or other obstructions in the reinforced or retained fill zones of the retaining wall.
 - d. The Retaining Wall Installation Contractor shall explain all excavation needs, site access and material staging area requirements to the General Contractor and Grading Contractor.

1.05 SUBMITTALS

- A. Product Data. At least 14 days prior to construction, the General Contractor shall submit a minimum of six (6) copies of the retaining wall product submittal package to the Owner's Representative for review and approval. The submittal package shall include technical specifications and product data from the manufacturer for the following:
 - 1. Precast Modular Block System brochure
 - 2. Precast Modular Block concrete test results specified in paragraph 2.01, subparagraph B of this section as follows:
 - a. 28-day compressive strength
 - b. Air content
 - c. Slump or Slump Flow (as applicable)
 - 3. Drainage Pipe
 - 4. Geotextile
 - 5. Geosynthetic Soil Reinforcement (if required by the retaining wall design). The contractor shall provide certified manufacturer test reports for the geosynthetic soil reinforcement material in the manufactured roll width specified. The test report shall list the individual roll numbers for which the certified material properties are valid.
- B. Installer Qualification Data. At least 14 days prior to construction, the General Contractor shall submit the qualifications of the business entity responsible for installation of the retaining wall, the Retaining Wall Installation Contractor, per paragraph 1.07, subparagraph A of this section.

1.06 CONSTRUCTION SHOP DRAWING PREPARATION

A. Retaining Wall Construction Shop Drawings: Prior to construction, the Contractor shall furnish construction shop drawings to the Engineer for review and approval.

These shop drawings shall be produced in accordance with the supplied construction plan set and specifications. Unless specifically requested by the Engineer, the submittal may be in electronic format. This submittal shall include the following:

1. Dated block layout drawings prepared in accordance with these specifications and the construction plans.

1.07 QUALITY ASSURANCE

- A. Retaining Wall Installation Contractor Qualifications. In order to demonstrate basic competence in the construction of precast modular block walls, the Retaining Wall Installation Contractor shall document compliance with the following:
 - 1. Experience.
 - a. Construction experience with a minimum of 30,000 square feet (2,800 square meters) of the proposed precast modular block retaining wall system.
 - b. Construction of at least ten (10) precast modular block (large block) retaining wall structures within the past three (3) years.
 - c. Construction of at least 50,000 square feet (4,650 square meters) of precast modular block (large block) retaining walls within the past three (3) years.
 - 2. Retaining Wall Installation Contractor experience documentation for each qualifying project shall include:
 - a. Project name and location
 - b. Date (month and year) of construction completion
 - c. Contact information of Owner or General Contractor
 - d. Type (trade name) of precast modular block system built
 - e. Maximum height of the wall constructed
 - f. Face area of the wall constructed
 - 3. In lieu of the requirements set forth in items 1 and 2 above, the Retaining Wall Installation Contractor must be a certified Precast Modular Block Retaining Wall Installation Contractor as demonstrated by satisfactory completion of a certified precast modular block retaining wall installation training program administered by the precast modular block manufacturer.

1.08 QUALITY CONTROL

- A. The Owner's Representative shall review all submittals for materials, design, and the Retaining Wall Installation Contractor qualifications.
- B. Abonmarche shall retain the responsibility of Inspection Engineer.
- C. The Inspection Engineer shall perform the following duties:
 - 1. Inspect the construction of the precast modular block structure for conformance with construction shop drawings and the requirements of this specification.
 - 2. Verify that soil or aggregate fill placed and compacted in the reinforced, retained and foundation zones of the retaining wall conforms with paragraphs 2.04 and 2.05 of this section and exhibits the shear strength parameters specified by the Retaining Wall Design Engineer.
 - 3. Verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate.
 - 4. Inspect and document soil compaction in accordance with these specifications:
 - a. Required dry unit weight
 - b. Actual dry unit weight
 - c. Allowable moisture content
 - d. Actual moisture content

- e. Pass/fail assessment
- f. Test location wall station number
- g. Test elevation
- h. Distance of test location behind the wall face
- 5. Notify the Retaining Wall Installation Contractor of any deficiencies in the retaining wall construction and provide the Retaining Wall Installation Contractor a reasonable opportunity to correct the deficiency.
- 6. Notify the General Contractor, Owner and Retaining Wall Design Engineer of any construction deficiencies that have not been corrected timely.
- 7. Document all inspection results.
- 8. Test compacted density and moisture content of the retained backfill.
- D. The General Contractor's engagement of the Inspection Engineer does not relieve the Retaining Wall Installation Contractor of responsibility to construct the proposed retaining wall in accordance with the approved construction shop drawings and these specifications.
- E. The Retaining Wall Installation Contractor shall inspect the on-site grades and excavations prior to construction and notify the Retaining Wall Design Engineer and General Contractor if on-site conditions differ from the elevations and grading conditions depicted in the retaining wall construction shop drawings.

1.09 DELIVERY, STORAGE AND HANDLING

- A. The Retaining Wall Installation Contractor shall inspect the materials upon delivery to ensure that the proper type, grade and color of materials have been delivered.
- B. The Retaining Wall Installation Contractor shall store and handle all materials in accordance with the manufacturer's recommendations as specified herein and in a manner that prevents deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping, UV exposure or other causes. Damaged materials shall not be incorporated into the work.
- C. Geosynthetics
 - 1. All geosynthetic materials shall be handled in accordance with ASTM D4873. The materials should be stored off the ground and protected from precipitation, sunlight, dirt and physical damage.
- D. Precast Modular Blocks
 - 1. Precast modular blocks shall be stored in an area with positive drainage away from the blocks. Be careful to protect the block from mud and excessive chipping and breakage. Precast modular blocks shall not be stacked more than three (3) units high in the storage area.
- E. Drainage Aggregate and Backfill Stockpiles
 - 1. Drainage aggregate or backfill material shall not be piled over unstable slopes or areas of the project site with buried utilities.
 - Drainage aggregate and/or reinforced fill material shall not be staged where it may become mixed with or contaminated by poor draining fine-grained soils such as clay or silt.

PART 2 - MATERIALS

2.01 PRECAST MODULAR BLOCK RETAINING WALL UNITS

- A. All units for the project shall be obtained from the same manufacturer. The manufacturer shall be licensed and authorized to produce the retaining wall units by the precast modular block system patent holder/licensor and shall document compliance with the published quality control standards of the proprietary precast modular block system licensor for the previous three (3) years or the total time the manufacturer has been licensed, whichever is less.
- B. Concrete used in the production of the precast modular block units shall be first-purpose, fresh concrete. It shall not consist of returned, reconstituted, surplus or waste concrete. It shall be an original production mix meeting the requirements of ASTM C94 and exhibit the following:
 - 1. Minimum 28-day compressive strength of 4,000 psi (27.6 MPa).
 - 2. Shall be free of water-soluble chlorides and chloride based accelerator admixtures.
 - 3. 6% +/- 1½% air-entrainment in conformance ASTM C94.
 - 4. Maximum slump of 5 inches +/- 1½ inches (125 mm +/- 40 mm) per ASTM C143 for conventional concrete mix designs.
 - 5. Slump Flow for Self-Consolidating Concrete (SCC) mix designs shall be between 18 inches and 32 inches (450 mm and 800 mm) as tested in accordance with ASTM C1611.
- C. Each concrete block shall be cast in a single continuous pour without cold joints. With the exception of half-block units, corner units and other special application units, the precast modular block units shall conform to the nominal dimensions listed in the table below and be produced to the dimensional tolerances shown.

Block Type	Dimension	Nominal Value	Tolerance
	Height	18" (457 mm)	+/- 3/16" (5 mm)
28" (710 mm) Block	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
	Width*	28" (710 mm)	+/- 1/2" (13 mm)
	Height	18" (457 mm)	+/- 3/16" (5 mm)
41" (1030 mm) Block	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
	Width*	40-1/2" (1030 mm)	+/- 1/2" (13 mm)
	Height	18" (457 mm)	+/- 3/16" (5 mm)
60" (1520 mm) Block	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
* - 1 !! \/ : 11 =	Width*	60" (1520 mm)	+/- 1/2" (13 mm)

^{*} Excluding Variable Face Texture

- D. Individual block units shall have a nominal height of 18 inches (457 mm).
- E. With the exception of half-block units, corner units and other special application units, the precast modular block units shall have two (2), circular dome shear knobs that are 10 inches (254 mm), 7.5 inches (190 mm), or 6.75 inches (171 mm) in diameter and 4 inches (102 mm) or 2 inches (51 mm) in height. The shear knobs shall fully index into a continuous semi-cylindrical shear channel in the bottom of the block course above. ThePeak interlock shear between any two (2) vertically stacked precast modular block units, with 10 inch (254 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 6,500 lb/ft (95 kN/m) at a minimum

normal load of 500 lb/ft (7kN/m) as well as an ultimate peak interface shear capacity in excess of 11,000 lb/ft (160 kN/m). The peak interlock shear between any two (2) vertically stacked precast modular block units, with 7.5 inch (190 mm) or 6.75 inch (171 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 1,850 lb/ft (27 kN/m) at a minimum normal load of 500 lb/ft (7kN/m) as well as an ultimate peak interface shear capacity in excess of 10,000 lb/ft (146 kN/m). Test specimen blocks tested under ASTM D6916 shall be actual, full-scale production blocks of known compressive strength. The interface shear capacity reported shall be corrected for a 4,000 psi (27.6 MPa) concrete compressive strength. Regardless of precast modular block configuration, interface shear testing shall be completed without the inclusion of unit core infill aggregate.

- F. The 28" (710 mm) and 41" (1030 mm) precast modular block units shall be cast with a 13" (330 mm) wide, continuous vertical core slot that will permit the insertion of a 12" (305 mm) inch wide strip of geogrid reinforcement to pass completely through the block. When installed in this manner, the geogrid reinforcement shall form a non-normal load dependent, positive connection between the block unit and the reinforcement strip. The use of steel for the purposes of creating the geogrid to block connection is not acceptable.
- G. Without field cutting or special modification, the precast modular block units shall be capable of achieving a minimum radius of 14 ft 6 in (4.42 m).
- H. The precast modular block units shall be manufactured with an integrally cast shear knobs that establishes a standard horizontal set-back for subsequent block courses. The precast modular block system shall be available in the four (4) standard horizontal set-back facing batter options listed below:

Horizontal Set-Back/Blk. Course	Max. Facing Batter
3/8" (10 mm)	1.2°
1-5/8" (41 mm)	5.2°
9-3/8" (238 mm)	27.5°
16-5/8" (422 mm)	42.7°

- I. The precast modular block units shall be furnished with the required shear knobs that provide the facing batter required in the construction shop drawings.
- J. The precast modular block unit face texture shall be Ledgestone texture. Each textured block facing unit shall be a minimum of 5.76 square feet (0.54 square meters) with a unique texture pattern that repeats with a maximum frequency of once in any 15 square feet (1.4 square meters) of wall face.
- K. The block color shall be grey (concrete color).
- L. All precast modular block units shall be sound and free of cracks or other defects that would interfere with the proper installation of the unit, impair the strength or performance of the constructed wall. PMB units to be used in exposed wall construction shall not exhibit chips or cracks in the exposed face or faces of the unit that are not otherwise permitted. Chips smaller than 1.5" (38 mm) in its largest dimension and cracks not wider than 0.012" (0.3 mm) and not longer than 25% of the nominal height of the PMB unit shall be permitted. PMB units with bug holes in the exposed architectural face smaller than 0.75" (19 mm) in its largest dimension shall

be permitted. Bug holes, water marks, and color variation on non-architectural faces are acceptable. PMB units that exhibit cracks that are continuous through any solid element of the PMB unit shall not be incorporated in the work regardless of the width or length of the crack.

- M. Preapproved Manufacturers.
 - Manufacturers of Redi-Rock Retaining Wall Systems as licensed by Redi-Rock International, LLC, 05481 US 31 South, Charlevoix, MI 49720 USA; telephone (866) 222-8400; website www.redi-rock.com.
 - 2. Substitutions Not Permitted

2.02 GEOGRID REINFORCEMENT

- A. Geogrid reinforcement shall be a woven or knitted PVC coated geogrid manufactured from high-tenacity PET polyester fiber with an average molecular weight greater than 25,000 (M_n > 25,0000) and a carboxyl end group less than 30 (CEG < 30). The geogrid shall be furnished in prefabricated roll widths of certified tensile strength by the manufacturer. The prefabricated roll width of the geogrid shall be 12" (300 mm) +/- 1/2" (13 mm). No cutting of geogrid reinforcement down to the 12" (300 mm) roll width from a larger commercial roll width will be allowed under any circumstances.</p>
- B. The ultimate tensile strength (T_{ult}) of the geogrid reinforcement shall be measured in accordance with ASTM D6637.
- C. Geogrid Soil Friction Properties
 - 1. Friction factor, F^* , shall be equal to 2/3 Tan ϕ , where ϕ is the effective angle of internal friction of the reinforced fill soil.
 - 2. Linear Scale Correction Factor, α, shall equal 0.8.
- D. Long-Term Tensile Strength (T_{al}) of the geogrid reinforcement shall be calculated in accordance with Section 3.5.2 of FHWA-NHI-10-024 and as provided in this specification.
 - 1. The creep reduction factor (RF_{CR}) shall be determined in accordance with Appendix D of FHWA-NHI-10-025 for a minimum 75-year design life.
 - 2. Minimum installation damage reduction factor (RF_{ID}) shall be 1.25. The value of RFID shall be based upon documented full-scale tests in a soil that is comparable to the material proposed for use as reinforced backfill in accordance with ASTM D5818.
 - 3. Minimum durability reduction factor (RF_D) shall be 1.3 for a soil pH range of 3 to 9.
- E. Connection between the PMB retaining wall unit and the geogrid reinforcement shall be determined from short-term testing per the requirements of FHWA NHI-10-025, Appendix B.4 for a minimum 75-year design life.
- F. The minimum value of T_{al} for geogrid used in design of a reinforced precast modular block retaining wall shall be 2,000 lb/ft (29 kN/m) or greater.
- G. The minimum length of geogrid reinforcement shall be the greater of the following:
 - 1. 0.7 times the wall design height, H.
 - 2. 6 feet (1.83 m).
 - 3. The length required by design to meet internal stability requirements, soil bearing pressure requirements and constructability requirements.

- H. Constructability Requirements. Geogrid design embedment length shall be measured from the back of the precast modular block facing unit and shall be consistent for the entire height of a given retaining wall section.
- I. Geogrid shall be positively connected to every precast modular block unit. Design coverage ratio, Rc, as calculated in accordance with AASHTO LRFD Bridge Design Specifications Figure 11.10.6.4.1-2 shall not exceed 0.50.
- J. Preapproved Geogrid Reinforcement Products.
 - Miragrid XT Geogrids as manufactured by TenCate Geosynthetics of Pendergrass, Georgia USA
 - 2. Substitutions: Section 01 60 00 Substitution Requirements

2.03 GEOTEXTILE

- A. Nonwoven geotextile fabric shall be placed as indicated on the retaining wall construction shop drawings. Additionally, the nonwoven geotextile fabric shall be placed in the v-shaped joint between adjacent block units on the same course. The nonwoven geotextile fabric shall meet the requirements Class 3 construction survivability in accordance with AASHTO M 288.
- B. Preapproved Nonwoven Geotextile Products
 - 1. Mirafi 140N
 - 2. Propex Geotex 451
 - 3. Skaps GT-142
 - 4. Thrace-Ling 140EX
 - 5. Carthage Mills FX-40HS
 - 6. Stratatex ST 142
 - 7. Substitutions: Section 01 60 00 Substitution Requirements

2.04 DRAINAGE AGGREGATE AND WALL INFILL

A. Drainage Aggregate and Wall Infill shall be Coarse Aggregate, 6A,6AA, or 6AAA in accordance with Section 902 of the 2012 MDOT Standard Specifications for Construction.

2.05 REINFORCED FILL

- A. Reinforced fill shall be granular material A1 or A2 in accordance with Section 32 05 16 Aggregates for Exterior Improvements
- B. The reinforced backfill material shall be free of sod, peat, roots or other organic or deleterious matter including, but not limited to, ice, snow or frozen soils. Materials passing the No. 40 (0.42 mm) sieve shall have a liquid limit less than 25 and plasticity index less than 6 per ASTM D4318. Organic content in the backfill material shall be less than 1% per AASHTO T-267 and the pH of the backfill material shall be between 5 and 8.
- C. Soundness. The reinforced backfill material shall exhibit a magnesium sulfate soundness loss of less than 30% after four (4) cycles, or sodium sulfate soundness loss of less than 15% after five (5) cycles as measured in accordance with AASHTO T-104.
- D. Reinforced backfill shall not be comprised of crushed or recycled concrete, recycled asphalt, bottom ash, shale or any other material that may degrade, creep or experience a loss in shear strength or a change in pH over time.

2.06 LEVELING PAD

- A. The precast modular block units shall be placed on a leveling pad constructed from crushed stone or unreinforced concrete. The leveling pad shall be constructed to the dimensions and limits shown on the construction plan set.
- B. Crushed stone used for construction of a granular leveling pad shall be Coarse Aggregate 22A in accordance with Section 902 of the 2012 MDOT Standard Specifications for Construction.
- C. Concrete used for construction of an unreinforced or reinforced concrete leveling pad shall satisfy the criteria for concrete as shown on the construction plans. The concrete should be cured a minimum of 12 hours prior to placement of the precast modular block wall retaining units and exhibit a minimum 28-day compressive strength of 2,500 psi (17.2 MPa).

2.07 DRAINAGE

- A. Drainage Pipe:
 - 1. Drainage collection pipe shall be a 4" (100 mm) diameter, 3-hole perforated, HDPE pipe with a minimum pipe stiffness of 22 psi (152 kPa) per ASTM D2412.
 - 2. The drainage pipe shall be manufactured in accordance with ASTM D1248 for HDPE pipe and fittings.
 - 3. Preapproved Drainage Pipe Products
 - a. ADS 3000 Triple Wall pipe as manufactured by Advanced Drainage Systems.

B. PVC Pipe

- 1. ASTM D3034, Poly Vinyl Chloride (PVC) material; bell and spigot style rubber ring sealed gasket joints.
 - a. Wall Thickness:
 - 1) 6" Diameter and Smaller: SDR 35
 - 2) 8" Diameter and Larger: SDR 26
 - b. Joints:
 - 1) ASTM D3212, elastomeric seals.
 - 2) For C-900 pipe, use joints as specified in this Section for Ductile Iron Pipe.
 - c. Fittings:
 - 1) ASTM F1336, PVC, of same wall thickness as pipe. ASTM F477 elastomeric seals for connecting new services to existing pipes.
 - 2) For C-900 pipe, use fittings as specified in this Section for Ductile Iron Pipe.
 - d. Cleanouts
 - 1) PVC body with PVC threaded plug.
 - a) Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

PART 3 - EXECUTION

3.01 GENERAL

A. All work shall be performed in accordance with OSHA safety standards, state and local building codes and manufacturer's requirements.

- B. The General Contractor is responsible for the location and protection of all existing underground utilities. Any new utilities proposed for installation in the vicinity of the retaining wall, shall be installed concurrent with retaining wall construction. The General Contractor shall coordinate the work of subcontractors affected by this requirement.
- C. New utilities installed below the retaining wall shall be backfilled and compacted to a minimum of 98% maximum dry density per ASTM D698 standard proctor.
- D. The General Contractor is responsible to ensure that safe excavations and embankments are maintained throughout the course of the project.
- E. All work shall be inspected by the Inspection Engineer as directed by the Owner.

3.02 EXAMINATION

A. Prior to construction, the General Contractor, Grading Contractor, Retaining Wall Installation Contractor and Inspection Engineer shall examine the areas in which the retaining wall will be constructed to evaluate compliance with the requirements for installation tolerances, worker safety and any site conditions affecting performance of the completed structure. Installation shall proceed only after unsatisfactory conditions have been corrected.

3.03 PREPARATION

- A. Fill Soil.
 - 1. The Inspection Engineer shall verify that reinforced backfill placed in the reinforced soil zone satisfies the criteria of this section.
 - 2. The Inspection Engineer shall verify that any fill soil installed in the foundation and retained soil zones of the retaining wall satisfies the specification of the Retaining Wall Design Engineer as shown on the construction drawings.

B. Excavation.

- The Grading Contractor shall excavate to the lines and grades required for construction of the precast modular block retaining wall as shown on the construction drawings. The Grading Contractor shall minimize over-excavation. Excavation support, if required, shall be the responsibility of the Grading Contractor.
- 2. Over-excavated soil shall be replaced with compacted fill in conformance with the specifications shown on the construction plans.
- 3. Embankment excavations shall be bench cut as directed by the project Geotechnical Engineer and inspected by the Inspection Engineer for compliance.

C. Foundation Preparation.

1. Prior to construction of the precast modular block retaining wall, the leveling pad area and undercut zone (if applicable) shall be cleared and grubbed. All topsoil, brush, frozen soil and organic material shall be removed. Additional foundation soils found to be unsatisfactory beyond the specified undercut limits shall be undercut and replaced with approved fill as directed by the project Geotechnical Engineer. The Inspection Engineer shall ensure that the undercut limits are consistent with the requirements of the project Geotechnical Engineer and that all soil fill material is properly compacted according to project specifications. The Inspection Engineer shall document the volume of undercut and replacement.

- 2. Following excavation for the leveling pad and undercut zone (if applicable), the Inspection Engineer shall evaluate the in-situ soil in the foundation and retained soil zones.
 - a. The Inspection Engineer shall verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate. The Inspection Engineer shall immediately stop work and notify the Owner if the in-situ shear strength is found to be inconsistent with the retaining wall design assumptions.
 - b. The Inspection Engineer shall verify that the foundation soil exhibits sufficient ultimate bearing capacity to satisfy the requirements indicated on the retaining wall construction shop drawings per paragraph 1.06 I of this section.

D. Leveling Pad.

- The leveling pad shall be constructed to provide a level, hard surface on which to
 place the first course of precast modular block units. The leveling pad shall be
 placed in the dimensions shown on the retaining wall construction drawings and
 extend to the limits indicated.
- 2. Crushed Stone Leveling Pad. Crushed stone shall be placed in uniform maximum lifts of 6" (150 mm). The crushed stone shall be compacted by a minimum of 3 passes of a vibratory compactor capable of exerting 2,000 lb (8.9 kN) of centrifugal force and to the satisfaction of the Inspection Engineer.
- 3. Unreinforced Concrete Leveling Pad. The concrete shall be placed in the same dimensions as those required for the crushed stone leveling pad. The Retaining Wall Installation Contractor shall erect proper forms as required to ensure the accurate placement of the concrete leveling pad according to the retaining wall construction drawings.

3.04 PRECAST MODULAR BLOCK WALL SYSTEM INSTALLATION

- A. The precast modular block structure shall be constructed in accordance with the construction drawings, these specifications and the recommendations of the retaining wall system component manufacturers. Where conflicts exist between the manufacturer's recommendations and these specifications, these specifications shall prevail.
- B. Drainage components. Pipe, geotextile and drainage aggregate shall be installed as shown on the construction shop drawings.
- C. Precast Modular Block Installation
 - 1. The first course of block units shall be placed with the front face edges tightly abutted together on the prepared leveling pad at the locations and elevations shown on the construction drawings. The Retaining Wall Installation Contractor shall take special care to ensure that the bottom course of block units are in full contact with the leveling pad, are set level and true and are properly aligned according to the locations shown on the construction drawings.
 - Backfill shall be placed in front of the bottom course of blocks prior to placement
 of subsequent block courses. Nonwoven geotextile fabric shall be placed in the
 V-shaped joints between adjacent blocks. Drainage aggregate shall be placed in
 the V-shaped joints between adjacent blocks to a minimum distance of 12" (300
 mm) behind the block unit.
 - 3. Drainage aggregate shall be placed in 9-inch maximum lifts and compacted by a minimum of three (3) passes of a vibratory plate compactor capable exerting a minimum of 2,000 lb (8.9 kN) of centrifugal force.

- 4. Unit core fill shall be placed in the precast modular block unit vertical core slot. The core fill shall completely fill the slot to the level of the top of the block unit. The top of the block unit shall be broom-cleaned prior to placement of subsequent block courses. No additional courses of precast modular blocks may be stacked before the unit core fill is installed in the blocks on the course below.
- 5. Base course blocks for gravity wall designs (without geosynthetic soil reinforcement) may be furnished without vertical core slots. If so, disregard item 4 above, for the base course blocks in this application.
- Nonwoven geotextile fabric shall be placed between the drainage aggregate and the retained soil (gravity wall design) or between the drainage aggregate and the reinforced fill (reinforced wall design) as required on the retaining wall construction drawings.
- 7. Subsequent courses of block units shall be installed with a running bond (half block horizontal course-to-course offset). With the exception of 90 degree corner units, the shear channel of the upper block shall be fully engaged with the shear knobs of the block course below. The upper block course shall be pushed forward to fully engage the interface shear key between the blocks and to ensure consistent face batter and wall alignment. Geogrid, drainage aggregate, unit core fill, geotextile and properly compacted backfill shall be complete and inplace for each course of block units before the next course of blocks is stacked.
- 8. The elevation of retained soil fill shall not be less than 1 block course (18" (457 mm)) below the elevation of the reinforced backfill throughout the construction of the retaining wall.
- 9. If included as part of the precast modular block wall design, cap units shall be secured with an adhesive in accordance with the precast modular block manufacturer's recommendation.
- D. Geogrid Reinforcement Installation (if required)
 - 1. Geogrid reinforcement shall be installed at the locations and elevations shown on the construction drawings on level fill compacted to the requirements of this specification.
 - 2. Continuous 12" (300 mm) wide strips of geogrid reinforcement shall be passed completely through the vertical core slot of the precast modular block unit and extended to the embedment length shown on the construction plans. The strips shall be staked or anchored as necessary to maintain a taut condition.
 - 3. Reinforcement length (L) of the geogrid reinforcement is measured from the back of the precast modular block unit. The cut length (Lc) is two times the reinforcement length plus additional length through the block facing unit. The cut length is calculated as follows:

```
28" (710mm) Block:
Lc = 2*L + 3 ft (2*L + 0.9 m)
41" (1030mm) Block
```

Lc = 2*L + 5 ft (2*L + 1.5 m)

- 4. The geogrid strip shall be continuous throughout its entire length and may not be spliced. The geogrid shall be furnished in nominal, prefabricated roll widths of 12" (300 mm)+/- ½" (13 mm). No field modification of the geogrid roll width shall be permitted.
- 5. Neither rubber tire nor track vehicles may operate directly on the geogrid.

 Construction vehicle traffic in the reinforced zone shall be limited to speeds of

less than 5 mph (8 km/hr) once a minimum of 9 inches (230 mm) of compacted fill has been placed over the geogrid reinforcement. Sudden braking and turning of construction vehicles in the reinforced zone shall be avoided.

- E. Construction Tolerance. Allowable construction tolerance of the retaining wall shall be as follows:
 - 1. Deviation from the design batter and horizontal alignment, when measured along a 10' (3 m) straight wall section, shall not exceed 3/4" (19 mm).
 - 2. Deviation from the overall design batter shall not exceed 1/2" (13 mm) per 10' (3 m) of wall height.
 - 3. The maximum allowable offset (horizontal bulge) of the face in any precast modular block joint shall be 1/2" (13 mm).
 - 4. The base of the precast modular block wall excavation shall be within 2" (50 mm) of the staked elevations, unless otherwise approved by the Inspection Engineer.
 - 5. Differential vertical settlement of the face shall not exceed 1' (300 mm) along any 200' (61 m) of wall length.
 - 6. The maximum allowable vertical displacement of the face in any precast modular block joint shall be 1/2" (13 mm).
 - 7. The wall face shall be placed within 2" (50 mm) of the horizontal location staked.

3.05 WALL INFILL AND REINFORCED BACKFILL PLACEMENT

- A. Backfill material placed immediately behind the drainage aggregate shall be compacted as follows:
 - 1. 98% of maximum dry density at ± 2% optimum moisture content per ASTM D698 standard proctor or 85% relative density per ASTM D4254.
- B. Compactive effort within 3' (0.9 m) of the back of the precast modular blocks should be accomplished with walk-behind compactors. Compaction in this zone shall be within 95% of maximum dry density as measured in accordance with ASTM D698 standard proctor or 80% relative density per ASTM D 4254. Heavy equipment should not be operated within 3' (0.9 m) of the back of the precast modular blocks.
- C. Backfill material shall be installed in lifts that do not exceed a compacted thickness of 9" (230 mm).
- D. At the end of each work day, the Retaining Wall Installation Contractor shall grade the surface of the last lift of the granular wall infill to a 3% ± 1% slope away from the precast modular block wall face and compact it.
- E. The General Contractor shall direct the Grading Contractor to protect the precast modular block wall structure against surface water runoff at all times through the use of berms, diversion ditches, silt fence, temporary drains and/or any other necessary measures to prevent soil staining of the wall face, scour of the retaining wall foundation or erosion of the reinforced backfill or wall infill.

3.06 OBSTRUCTIONS IN THE INFILL AND REINFORCED FILL ZONE

- A. The Retaining Wall Installation Contractor shall make all required allowances for obstructions behind and through the wall face in accordance with the approved construction shop drawings.
- B. Should unplanned obstructions become apparent for which the approved construction shop drawings do not account, the affected portion of the wall shall not

be constructed until the Retaining Wall Design Engineer can appropriately address the required procedures for construction of the wall section in question.

3.07 COMPLETION

- A. For walls supporting unpaved areas, a minimum of 12" (300 mm) of compacted, low-permeability fill shall be placed over the granular wall infill zone of the precast modular block retaining wall structure. The adjacent retained soil shall be graded to prevent ponding of water behind the completed retaining wall.
- B. For retaining walls with crest slopes of 5H:1V or steeper, silt fence shall be installed along the wall crest immediately following construction. The silt fence shall be located 3' to 4' (0.9 m to 1.2 m) behind the uppermost precast modular block unit. The crest slope above the wall shall be immediately seeded to establish vegetation. The General Contractor shall ensure that the seeded slope receives adequate irrigation and erosion protection to support germination and growth.
- C. The General Contractor shall confirm that the as-built precast modular block wall geometries conform to the requirements of this section. The General Contractor shall notify the Owner of any deviations.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

4.02 METHOD OF MEASUREMENT

 Description
 Unit Price

 Retaining Wall, Redi-Rock, Ledgestone
 Square Foot

Retaining Wall, Redi-Rock, Ledgestone will be measured in place, in square feet of wall face, from the top of the leveling pad to the top of the wall cap. Pay item includes installation and furnishing all labor, equipment, and materials necessary to complete the work as described. Pay item includes payment for the precast modular blocks, geotextile fabric around drainage stone, drainage pipe, leveling pad aggregate, and drainage stone shown on Modular Block Retaining Wall Sections.

Excavation required for the installation of the wall and backfill soils shall be paid for separately.

Excavation of unsuitable soils and backfill with suitable soils of this excavation will be paid for separately.

END OF SECTION

SPECIAL PROVISION FOR TEMPORARY TRAFFIC CONTROL

ABON:DWB 1 OF 1 1/29/2025

- **a. Description**. This work shall be done in accordance with the requirements of sections 812 of the MDOT 2020 Standard Specifications for Construction and as modified herein.
- **b. Materials.** Temporary traffic control materials shall be per section 922 of the MDOT 2020 Standard Specifications for Construction
- **c. Construction.** Contractor shall submit a traffic control and phasing plan plan for approval by the engineer before starting construction. Contractor shall furnish and operate traffic devices as necessary to facilitate construction while maintaining traffic operations.
- **d. Measurement and Payment**. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item	Pay Unit
Temporary Traffic Control	LSUM

SPECIAL PROVISION FOR TRASH RECEPTACLE

ABONMARCHE:LRK 1 of 1 1/29/2025

a. Description. This work consists of installing trash receptacles as detailed on the plans, in accordance with the standard specifications, this special provision, and as directed by the Engineer.

Work must be performed by experienced personnel with satisfactory record of performance on completed projects of comparable size and quality. Provide documentation if required by the Engineer. All site furniture work will be controlled by shop drawing review and design.

- **b. Materials.** Trash receptacles and associated materials will be furnished and installed by the contractor.
 - 1. Trash receptacles provided shall be the following model:
 - Victor Stanley SD-42 Ironsites Series Side-Door Litter Receptacle
 - **c. Construction**. Coordinate installation procedures with sleeves, underground utilities, concrete paving, and other work affected by the installation.
 - 1. Examine all work in place before installation of trash receptacles.
 - 2. Install trash receptacles in accordance with the contract and the manufacturer's instructions.
 - **d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Trash Receptacle	Each

SPECIAL PROVISION FOR STRUCTURES, REM

ABONMARCHE: LRK 1 OF 1 01/30/2025

- **a. Description**. This work shall be done in accordance with the requirements of section 204.03 of the MDOT 2020 Standard Specifications for Construction and as modified herein.
- **b. Materials.** Class II Granular Materials used shall be in accordance with Section 902.07 of the Standard Specifications for Construction.
- **c. Construction.** Remove existing deck structure, including all related benches, railing posts, and footings as part of this pay item.

Backfill holes created by footing removal with MDOT Class II granular material. Backfilling holes will be included as part of this pay item.

Properly dispose of all removed materials.

d. Measurement and Payment. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item	Pay Unit
Structures, Rem	LSUM



519 Washington Ave Grand Haven, MI. 49417

Bidder	City,State	Total	Bid Amount
Lakeshore Property Services		\$	42,623.00
Katerberg Verhage		\$	54,114.20
Grid 26 Construction		\$	67,067.00
Baltsma Construction		\$	64,338.00
Brenner Excavating		\$	97,354.00

SECTION 00 41 43 BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:
City of Grand Haven – Clerk's Office
519 Washington Avenue
Grand Haven, MI 49417
www.grandhaven.org
Phone (616) 842-3210

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - List of projects completed of a similar nature in the past three (3) years, including installation of Redi-Rock brand retaining walls.
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
 - A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Bid Price
1	Mobilization, Max. \$15,000	1	LSUM	\$ 1.00	\$1.00
2	Sidewalk, Rem	15	Syd	\$[20.00	\$ 300.00
3	Structures, Rem	1	LSUM	\$ 1,600.00	\$ 1,600.00
4	Excavation, Earth	100	Cyd	\$ 18.00	\$ 1,800.00
5	Site Grading	1	LSUM	\$ [1,500.00	\$ 1,500.00
6	Erosion Control, Silt Fence	100	Ft	\$ [4.11	\$ 411.00
7	Retaining Wall, Redi-Rock, Ledgestone	170	Sft	\$ 149.70	\$25,449.00
8	Temporary Traffic Control	1	LSUM	\$ 1,500.00	\$ 1,500.00
9	Sidewalk, Conc, 6 inch	205	Sft	\$ 7.00	\$ 1,435.00
10	Stamped Concrete, 6 inch	175	Sft	\$ 14.00	\$ 2,450.00
11	Aluminum Edging	30	Ft	\$ 9.50	\$ 285.00
12	Amelanchier x grandiflora 'Autumn Brilliance', 8-10 Ft Ht.	1	Ea	\$ [987.00	\$ 987.00
13	Ammophila Brevigulata	114	Ea	\$ 5.50	\$ 627.00
13	Echinacea purpurea 'Magnus', 1 Gal	12	Ea	\$ [34.50	\$ 414.00
14	Schizachyrium scoparium 'The Blues', 1 Gal	27	Ea	\$ [27.00	\$ 729.00
15	Trash Receptacle	1	Ea	\$ [3,135.00	\$ 3,135.00
гота	L			\$ 42,623.0	00

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4-TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
[#1]	February 12, 2025

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

- performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
 - This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 - Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 - Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above: Bidder: Lakeshore Property Services (typed or printed name of organization) By: (individual's signature) Eric Rosendall Name: (typed or printed) Owner Title: (typed or printed) 2/19/25 Date: (typed or printed) If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. Attest: (individual's signature) Name: (typed or printed) Title: (typed or printed) Date: (typed or printed) Address for giving notices: 14324 - 172nd Ave, Grand Haven, MI 49417 Bidder's Contact: Eric Rosendall Name: (typed or printed) Owner Title: (typed or printed) 616-638-8645 Phone: eric@lakeshoreproperyservices.com Email: Address: 14324 - 172nd Ave, Grand Haven, MI 49417 Bidder's Contractor License No.: (if applicable)

Bond Number: 2639462

BID BOND (PENAL SUM FORM)

Bidder	Surety
Name:Lakeshore Property Services LLC	Name: West Bend Insurance Company
Address (principal place of business):	Address (principal place of business):
4324 172nd Ave, Grand Haven, MI 49417-9000	1900 S 18th Ave West Bend, WI 53095-8796
Owner	Bid
Name: City of Grand Haven	Project (name and location):
Address (principal place of business):	Five Mile Hill Deck Improvements
	N .
519 Washington Ave Grand Haven, MI 49417-1454	
	14.12.2
	Bid Due Date: 02/19/2025
Penal Sum: Five Percent of the Amount Bio Date of Bond: 02/19/2025	
Date of Bond: 02/19/2025 Surety and Bidder, intending to be legally bound	d hereby, subject to the terms set forth in this Bid Bond, d by an authorized officer, agent, or representative.
Date of Bond: 02/19/2025 Surety and Bidder, intending to be legally bound	d hereby, subject to the terms set forth in this Bid Bond,
Date of Bond:02/19/2025 Surety and Bidder, intending to be legally bound do each cause this Bid Bond to be duly executed Bidder Lakeshore Property Services LLC	d hereby, subject to the terms set forth in this Bid Bond, d by an authorized officer, agent, or representative. Surety West Bend Insurance Company
Date of Bond:02/19/2025 Surety and Bidder, intending to be legally bound do each cause this Bid Bond to be duly executed Bidder	d hereby, subject to the terms set forth in this Bid Bond, by an authorized officer, agent, or representative. Surety West Bend Insurance Company (Full formal name of Surety) (corporate seal)
Date of Bond: 02/19/2025 Surety and Bidder, intending to be legally bound do each cause this Bid Bond to be duly executed Bidder Lakeshore Properly Services LLC (Full formal name of Bidder) By:	d hereby, subject to the terms set forth in this Bid Bond, by an authorized officer, agent, or representative. Surety West Bend Insurance Company (Full formal name of Surety) (corporate seal) By:
Date of Bond: 02/19/2025 Surety and Bidder, intending to be legally bound do each cause this Bid Bond to be duly executed Bidder Lakeshore Property Services LLC (Full formal name of Bidder) By: (Signature)	d hereby, subject to the terms set forth in this Bid Bond, by an authorized officer, agent, or representative. Surety West Bend Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power of Attorney)
Date of Bond: 02/19/2025 Surety and Bidder, intending to be legally bound do each cause this Bid Bond to be duly executed Bidder Lakeshore Property Services LLC (Full formal name of Bidder) By: (Signature) Name: Eric Rosendall	d hereby, subject to the terms set forth in this Bid Bond, by an authorized officer, agent, or representative. Surety West Bend Insurance Company (Full formal name of Surety) (corporate seal) By:
Date of Bond: 02/19/2025 Surety and Bidder, intending to be legally bound do each cause this Bid Bond to be duly executed Bidder Lakeshore Property Services LLC (Full formal name of Bidder) By: (Signature)	d hereby, subject to the terms set forth in this Bid Bond, by an authorized officer, agent, or representative. Surety West Bend Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power of Attorney) Name: NICK CHASCO
Date of Bond: 02/19/2025 Surety and Bidder, intending to be legally bound do each cause this Bid Bond to be duly executed Bidder Lakeshore Properly Services LLC (Full formal name of Bidder) By: (Signature) Name: Eric Rosendall (Printed or typed) Title: Construction Manager/Owner	d hereby, subject to the terms set forth in this Bid Bond, by an authorized officer, agent, or representative. Surety West Bend Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power of Attorney) Name: NICK CHASCO (Printed or typed)
Date of Bond: 02/19/2025 Surety and Bidder, intending to be legally bound do each cause this Bid Bond to be duly executed Bidder Lakeshore Property Services LLC (Full formal name of Bidder) By: (Signature) Name: Eric Rosendall (Printed or typed)	d hereby, subject to the terms set forth in this Bid Bond, by an authorized officer, agent, or representative. Surety West Bend Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power of Attorney) Name: NICK CHASCO (Printed or typed) Title: Attorney-In-Fact
Date of Bond: 02/19/2025 Surety and Bidder, intending to be legally bound do each cause this Bid Bond to be duly executed Bidder Lakeshore Property Services LLC (Full formal name of Bidder) By: (Signature) Name: Eric Rosendall (Printed or typed) Title: Construction Manager/Owner Attest: (Signature) Name:	Surety West Bend Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power of Attorney) Name: NICK CHASCO (Printed or typed) Attest: (Signature) Name: (Signature) (Signature)
Date of Bond: 02/19/2025 Surety and Bidder, intending to be legally bound do each cause this Bid Bond to be duly executed Bidder Lakeshore Property Services LLC (Full formal name of Bidder) By: (Signature) Name: Eric Rosendall (Printed or typed) Title: Construction Manager/Owner Attest: (Signature)	d hereby, subject to the terms set forth in this Bid Bond, by an authorized officer, agent, or representative. Surety West Bend Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power of Attorney) Name: NICK CHASCO (Printed or typed) Title: Attorney-In-Fact Attest:

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice
 of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award
 including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's
 written consent.
 - 6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
 - Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
 - 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



2639462 Bond No.

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

NICK CHASCO

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company,

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Mistopher C. Zwygart
Christopher C. Zwygart

State of Wisconsin County of Washington Robert J. Jacques

President

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Lead Corporate Attorney

Notary Public, Washington Co., WI

My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 19th day of

February

"Mannanin

Christopher C. Zwygart

Secretary

Filed by Corporations Division Administrator Filing Number: 224861657180 Date: 11/11/2024



Form Revision Date 07/2016

ANNUAL STATEMENT

For use by DOMESTIC LIMITED LIABILITY COMPANY

(Required by Section 207, Act 23, Public Act of 1993)

Identification Number:

801478994

Annual Statement Filing Year:

2025

1. Limited Liability Company Name:

LAKESHORE PROPERTY SERVICES LLC

2. The street address of the limited liability company's registered office and name of the resident agent at that office:

1. Resident Agent Name:

ERIC ROSENDALL

2. Street Address:

14324 172ND AVE

Apt/Suite/Other:

City:

GRAND HAVEN

State:

MI

Zip Code: 49417

3. Mailing address of the registered office:

P.O. Box or Street

14324 172ND AVE

Address:

Apt/Suite/Other:

City:

GRAND HAVEN

State:

MI

Zip Code: 49417

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 11th Day of November, 2024 by:

Signature Title Title if "Other" was selected

Molly Tushek Authorized Agent

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

C Decline

@ Accept

Filed by Corporations Division Administrator Filing Number: 224861657180 Date: 11/11/2024

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS FILING ENDORSEMENT

This is to Certify that the 2025 ANNUAL STATEMENT

for

LAKESHORE PROPERTY SERVICES LLC

ID Number: 801478994

received by electronic transmission on November 11, 2024, is hereby endorsed.

Filed on November 11, 2024, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 11th day of November, 2024.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

0.00

List of Proposed Subcontractors:

- 1. Accurate Excavators
- 2. Extreme Concrete

List of Proposed Suppliers:

- 1. Grand Rapids Gravel Company
- 2. Verplank Trucking
- 3. Northland Farms
- 4. This & That Nursery
- 5. OPI Dunegrass
- 6. Curve-Rite
- 7. Michigan Wood Fibers
- 8. sitescapes

We have not installed redi-rock walls within the last 3 years. We typically use the Grand Ledge or Outcropping wall block by High Format. They are large blocks like the redi-rock. Some residential projects we have done with the High Format product include:

Dan Dempsey - City of Grand Haven

Jack Pasckus - Spring Lake

John Backus - Norton Shores

Jim Knape - Spring Lake

Dr. Hamati - Spring Lake



Engineering • Architecture • Land Surveying

ADDENDUM NO. 1

DATE:

February 12, 2025

TO:

All Planholders

FROM:

Leah Bectel, PE

Project Manager

RE:

City of Grand Haven

Five Mile Hill Deck Replacement Project

Engineer Project No.: 24-1769

OWNER:

City of Grand Haven 519 Washington Avenue Grand Haven, MI 49417

The following items are changes to and/or clarifications of the specifications and shall be included in the Bid Proposal and will be part of the Contract Documents. The Bidder will acknowledge receipt of this Addendum in the appropriate space provided in this Addendum and include this Addendum with their submitted bid. Failure to do so may result in disqualification of the bid.

Specifications

Special Provision for Modular Block Retaining Walls

Subsection 2.01K of this Special Provision has been updated to show the color of blocks that shall be used. The block color shall be Fawn Tan Integral color along with Buff Tan & Cappuccino color hardener. The revised Special Provision is included in the attachments of this Addendum.

Please acknowledge receipt of this addendum by signing below and attaching to the bid forms. Should you have any questions or comments, please feel free to contact our office.

DATE

BIDDING FIRM

AUTHORIZED REPRESENTATIVE

SPECIAL PROVISION FOR MODULAR BLOCK RETAINING WALLS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section includes furnishing all materials and labor required for the design and construction of a precast concrete modular block (PMB) retaining wall with or without geosynthetic reinforcement. Precast modular block retaining wall blocks under this section shall be cast utilizing a wet-cast concrete mix and exhibit a final handling weight in excess of 1,000 pounds (450 kg) per unit.
- B. Scope of Work: The work shall consist of furnishing materials, labor, equipment and supervision for the construction of a precast modular block (PMB) retaining wall structure in accordance with the requirements of this section and in acceptable conformity with the lines, grades, design and dimensions shown in the project site plans.

1.02 RELATED SPECIFICATIONS

- A. Excavation
- B. Rough Grading

1.03 REFERENCE STANDARDS

- A. The publications listed in this section form a part of this specification to the extent referenced. The publications are referenced in the text by basic designation. In the event a referenced publication has been replaced or superseded, the current version shall govern.
- B. Design
 - 1. Design standards and governing building codes shall be as noted on the plans.
- C. Precast Modular Block Units
 - ASTM C94 Standard Specification for Ready-Mixed Concrete.
 - ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 3. ASTM C143 Standard Test Method for Slump of Hydraulic-Cement Concrete.
 - 4. ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete.
 - ASTM C494 Standard Specification for Chemical Admixtures for Concrete.
 - ASTM C666 Standard Test Method for Concrete Resistance to Rapid Freezing and Thawing.
 - ASTM C920 Standard Specification for Elastomeric Joint Sealants.
 - 8. ASTM C1116 Standard Specification for Fiber-Reinforced Concrete.
 - ASTM C1611 Standard Test Method for Slump Flow of Self-Consolidating Concrete.

 ASTM D6638 – Standard Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units (Modular Concrete Blocks).

11. ASTM D6916 - Standard Test Method for Determining Shear Strength Between

Segmental Concrete Units (Modular Concrete Blocks).

D. Geosynthetics

1. AASHTO M 288 - Geotextile Specification for Highway Applications.

- ASTM D3786 Standard Test Method for Bursting Strength of Textile Fabrics Diaphragm Bursting Strength Tester Method.
- 3. ASTM D4354 Standard Practice for Sampling of Geosynthetics for Testing,

4. ASTM D4355 - Standard Test Method for Deterioration of Geotextiles

- ASTM D4491 Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
- ASTM D4533 Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
- ASTM D4595 Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method.
- ASTM D4632 Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
- ASTM D4751 Standard Test Method for Determining Apparent Opening Size of a Geotextile.
- ASTM D4759 Standard Practice for Determining Specification Conformance of Geosynthetics.
- ASTM D4833 Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products.
- ASTM D4873 Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples.
- ASTM D5262 Standard Test Method for Evaluating the Unconfined Tension Creep and Creep Rupture Behavior of Geosynthetics.
- ASTM D5321 Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method.
- ASTM D5818 Standard Practice for Exposure and Retrieval of Samples to Evaluate Installation Damage of Geosynthetics.
- ASTM D6241 Standard Test Method for the Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
- ASTM D6637 Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Tensile Method.
- ASTM D6706 Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil.
- ASTM D6992 Standard Test Method for Accelerated Tensile Creep and Creep-Rupture of Geosynthetic Materials Based on Time-Temperature Superposition Using the Stepped Isothermal Method.

E. Drainage Pipe

- ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- ASTM F2648 Standard Specification for 2 to 60 inch [50 to 1500 mm] Annular Corrugated Profile Wall Polyethylene (PE) Pipe and Fittings for Land Drainage Applications.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Pre-Installation Meeting. As directed by the Owner, the General Contractor shall schedule a preconstruction meeting at the project site prior to commencement of retaining wall construction. Participation in the preconstruction meeting shall be required of the General Contractor, Retaining Wall Design Engineer, Retaining Wall Installation Contractor, Grading Contractor and Inspection Engineer. The General Contractor shall provide notification to all parties at least 10 calendar days prior to the meeting.

1. Pre-Installation Meeting Agenda:

a. The General Contractor shall explain the required bearing capacity of soil below the retaining wall structure and the shear strength of in-situ soils assumed in the retaining wall design to the Inspection Engineer.

b. The General Contractor shall explain the required shear strength of fill soil in the reinforced, retained and foundation zones of the retaining wall to the Inspection Engineer.

 The General Contractor shall explain any measures required for coordination of the installation of utilities or other obstructions in the reinforced or retained

fill zones of the retaining wall.

d. The Retaining Wall Installation Contractor shall explain all excavation needs, site access and material staging area requirements to the General Contractor and Grading Contractor.

1.05 SUBMITTALS

- A. Product Data. At least 14 days prior to construction, the General Contractor shall submit a minimum of six (6) copies of the retaining wall product submittal package to the Owner's Representative for review and approval. The submittal package shall include technical specifications and product data from the manufacturer for the following:
 - 1. Precast Modular Block System brochure
 - Precast Modular Block concrete test results specified in paragraph 2.01, subparagraph B of this section as follows:
 - a. 28-day compressive strength
 - b. Air content
 - c. Slump or Slump Flow (as applicable)
 - 3. Drainage Pipe
 - 4. Geotextile
 - Geosynthetic Soil Reinforcement (if required by the retaining wall design). The
 contractor shall provide certified manufacturer test reports for the geosynthetic
 soil reinforcement material in the manufactured roll width specified. The test
 report shall list the individual roll numbers for which the certified material
 properties are valid.
- B. Installer Qualification Data. At least 14 days prior to construction, the General Contractor shall submit the qualifications of the business entity responsible for installation of the retaining wall, the Retaining Wall Installation Contractor, per paragraph 1.07, subparagraph A of this section.

1.06 CONSTRUCTION SHOP DRAWING PREPARATION

A. Retaining Wall Construction Shop Drawings: Prior to construction, the Contractor shall furnish construction shop drawings to the Engineer for review and approval. These shop drawings shall be produced in accordance with the supplied construction plan set and specifications. Unless specifically requested by the Engineer, the submittal may be in electronic format. This submittal shall include the following:

 Dated block layout drawings prepared in accordance with these specifications and the construction plans.

1.07 QUALITY ASSURANCE

- A. Retaining Wall Installation Contractor Qualifications. In order to demonstrate basic competence in the construction of precast modular block walls, the Retaining Wall Installation Contractor shall document compliance with the following:
 - 1. Experience.
 - a. Construction experience with a minimum of 30,000 square feet (2,800 square meters) of the proposed precast modular block retaining wall system.
 - Construction of at least ten (10) precast modular block (large block) retaining wall structures within the past three (3) years.
 - Construction of at least 50,000 square feet (4,650 square meters) of precast modular block (large block) retaining walls within the past three (3) years.
 - Retaining Wall Installation Contractor experience documentation for each qualifying project shall include:
 - a. Project name and location
 - b. Date (month and year) of construction completion
 - c. Contact information of Owner or General Contractor
 - d. Type (trade name) of precast modular block system built
 - e. Maximum height of the wall constructed
 - f. Face area of the wall constructed
 - 3. In lieu of the requirements set forth in items 1 and 2 above, the Retaining Wall Installation Contractor must be a certified Precast Modular Block Retaining Wall Installation Contractor as demonstrated by satisfactory completion of a certified precast modular block retaining wall installation training program administered by the precast modular block manufacturer.

1.08 QUALITY CONTROL

- A. The Owner's Representative shall review all submittals for materials, design, and the Retaining Wall Installation Contractor qualifications.
- B. Abonmarche shall retain the responsibility of Inspection Engineer.
- C. The Inspection Engineer shall perform the following duties:
 - Inspect the construction of the precast modular block structure for conformance with construction shop drawings and the requirements of this specification.
 - Verify that soil or aggregate fill placed and compacted in the reinforced, retained and foundation zones of the retaining wall conforms with paragraphs 2.04 and 2.05 of this section and exhibits the shear strength parameters specified by the Retaining Wall Design Engineer.
 - Verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate.
 - 4. Inspect and document soil compaction in accordance with these specifications:
 - a. Required dry unit weight
 - b. Actual dry unit weight
 - c. Allowable moisture content
 - d. Actual moisture content

- e. Pass/fail assessment
- f. Test location wall station number
- g. Test elevation
- h. Distance of test location behind the wall face
- Notify the Retaining Wall Installation Contractor of any deficiencies in the retaining wall construction and provide the Retaining Wall Installation Contractor a reasonable opportunity to correct the deficiency.
- Notify the General Contractor, Owner and Retaining Wall Design Engineer of any construction deficiencies that have not been corrected timely.
- 7. Document all inspection results.
- 8. Test compacted density and moisture content of the retained backfill.
- D. The General Contractor's engagement of the Inspection Engineer does not relieve the Retaining Wall Installation Contractor of responsibility to construct the proposed retaining wall in accordance with the approved construction shop drawings and these specifications.
- E. The Retaining Wall Installation Contractor shall inspect the on-site grades and excavations prior to construction and notify the Retaining Wall Design Engineer and General Contractor if on-site conditions differ from the elevations and grading conditions depicted in the retaining wall construction shop drawings.

1.09 DELIVERY, STORAGE AND HANDLING

- A. The Retaining Wall Installation Contractor shall inspect the materials upon delivery to ensure that the proper type, grade and color of materials have been delivered.
- B. The Retaining Wall Installation Contractor shall store and handle all materials in accordance with the manufacturer's recommendations as specified herein and in a manner that prevents deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping, UV exposure or other causes. Damaged materials shall not be incorporated into the work.
- C. Geosynthetics
 - All geosynthetic materials shall be handled in accordance with ASTM D4873.
 The materials should be stored off the ground and protected from precipitation, sunlight, dirt and physical damage.
- D. Precast Modular Blocks
 - Precast modular blocks shall be stored in an area with positive drainage away
 from the blocks. Be careful to protect the block from mud and excessive chipping
 and breakage. Precast modular blocks shall not be stacked more than three (3)
 units high in the storage area.
- E. Drainage Aggregate and Backfill Stockpiles
 - Drainage aggregate or backfill material shall not be piled over unstable slopes or areas of the project site with buried utilities.
 - Drainage aggregate and/or reinforced fill material shall not be staged where it may become mixed with or contaminated by poor draining fine-grained soils such as clay or silt.

PART 2 - MATERIALS

2.01 PRECAST MODULAR BLOCK RETAINING WALL UNITS

- A. All units for the project shall be obtained from the same manufacturer. The manufacturer shall be licensed and authorized to produce the retaining wall units by the precast modular block system patent holder/licensor and shall document compliance with the published quality control standards of the proprietary precast modular block system licensor for the previous three (3) years or the total time the manufacturer has been licensed, whichever is less.
- B. Concrete used in the production of the precast modular block units shall be first-purpose, fresh concrete. It shall not consist of returned, reconstituted, surplus or waste concrete. It shall be an original production mix meeting the requirements of ASTM C94 and exhibit the following:
 - 1. Minimum 28-day compressive strength of 4,000 psi (27.6 MPa).
 - Shall be free of water-soluble chlorides and chloride based accelerator admixtures.
 - 3. 6% +/- 11/2% air-entrainment in conformance ASTM C94.
 - Maximum slump of 5 inches +/- 1½ inches (125 mm +/- 40 mm) per ASTM C143 for conventional concrete mix designs.
 - Slump Flow for Self-Consolidating Concrete (SCC) mix designs shall be between 18 inches and 32 inches (450 mm and 800 mm) as tested in accordance with ASTM C1611.
- C. Each concrete block shall be cast in a single continuous pour without cold joints. With the exception of half-block units, corner units and other special application units, the precast modular block units shall conform to the nominal dimensions listed in the table below and be produced to the dimensional tolerances shown.

Block Type	Dimension	Nominal Value	Tolerance
	Height	18" (457 mm)	+/- 3/16" (5 mm)
28" (710 mm) Block	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
	Width*	28" (710 mm)	+/- 1/2" (13 mm)
	Height	18" (457 mm)	+/- 3/16" (5 mm)
41" (1030 mm) Block	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
	Width*	40-1/2" (1030 mm)	+/- 1/2" (13 mm)
	Height	18" (457 mm)	+/- 3/16" (5 mm)
60" (1520 mm) Block	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
de London Maria	Width*	60" (1520 mm)	+/- 1/2" (13 mm)

^{*} Excluding Variable Face Texture

- D. Individual block units shall have a nominal height of 18 inches (457 mm).
- E. With the exception of half-block units, corner units and other special application units, the precast modular block units shall have two (2), circular dome shear knobs that are 10 inches (254 mm), 7.5 inches (190 mm), or 6.75 inches (171 mm) in diameter and 4 inches (102 mm) or 2 inches (51 mm) in height. The shear knobs shall fully index into a continuous semi-cylindrical shear channel in the bottom of the block course above. ThePeak interlock shear between any two (2) vertically stacked precast modular block units, with 10 inch (254 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 6,500 lb/ft (95 kN/m) at a minimum

normal load of 500 lb/ft (7kN/m) as well as an ultimate peak interface shear capacity in excess of 11,000 lb/ft (160 kN/m). The peak interlock shear between any two (2) vertically stacked precast modular block units, with 7.5 inch (190 mm) or 6.75 inch (171 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 1,850 lb/ft (27 kN/m) at a minimum normal load of 500 lb/ft (7kN/m) as well as an ultimate peak interface shear capacity in excess of 10,000 lb/ft (146 kN/m). Test specimen blocks tested under ASTM D6916 shall be actual, full-scale production blocks of known compressive strength. The interface shear capacity reported shall be corrected for a 4,000 psi (27.6 MPa) concrete compressive strength. Regardless of precast modular block configuration, interface shear testing shall be completed without the inclusion of unit core infill aggregate.

- F. The 28" (710 mm) and 41" (1030 mm) precast modular block units shall be cast with a 13" (330 mm) wide, continuous vertical core slot that will permit the insertion of a 12" (305 mm) inch wide strip of geogrid reinforcement to pass completely through the block. When installed in this manner, the geogrid reinforcement shall form a non-normal load dependent, positive connection between the block unit and the reinforcement strip. The use of steel for the purposes of creating the geogrid to block connection is not acceptable.
- G. Without field cutting or special modification, the precast modular block units shall be capable of achieving a minimum radius of 14 ft 6 in (4.42 m).
- H. The precast modular block units shall be manufactured with an integrally cast shear knobs that establishes a standard horizontal set-back for subsequent block courses. The precast modular block system shall be available in the four (4) standard horizontal set-back facing batter options listed below:

Horizontal Set-Back/Blk. Course	Max. Facing Batter
3/8" (10 mm)	1.2°
1-5/8" (41 mm)	5.2°
9-3/8" (238 mm)	27.5°
16-5/8" (422 mm)	42.7°

- The precast modular block units shall be furnished with the required shear knobs that provide the facing batter required in the construction shop drawings.
- J. The precast modular block unit face texture shall be Ledgestone texture. Each textured block facing unit shall be a minimum of 5.76 square feet (0.54 square meters) with a unique texture pattern that repeats with a maximum frequency of once in any 15 square feet (1.4 square meters) of wall face.
- K. The block color shall be Fawn Tan Integral color along with Buff Tan & Cappuccino color hardener.
- L. All precast modular block units shall be sound and free of cracks or other defects that would interfere with the proper installation of the unit, impair the strength or performance of the constructed wall. PMB units to be used in exposed wall construction shall not exhibit chips or cracks in the exposed face or faces of the unit that are not otherwise permitted. Chips smaller than 1.5" (38 mm) in its largest dimension and cracks not wider than 0.012" (0.3 mm) and not longer than 25% of the nominal height of the PMB unit shall be permitted. PMB units with bug holes in the

exposed architectural face smaller than 0.75" (19 mm) in its largest dimension shall be permitted. Bug holes, water marks, and color variation on non-architectural faces are acceptable. PMB units that exhibit cracks that are continuous through any solid element of the PMB unit shall not be incorporated in the work regardless of the width or length of the crack.

M. Preapproved Manufacturers.

- Manufacturers of Redi-Rock Retaining Wall Systems as licensed by Redi-Rock International, LLC, 05481 US 31 South, Charlevoix, MI 49720 USA; telephone (866) 222-8400; website <u>www.redi-rock.com</u>.
- Substitutions Not Permitted

2.02 GEOGRID REINFORCEMENT

- A. Geogrid reinforcement shall be a woven or knitted PVC coated geogrid manufactured from high-tenacity PET polyester fiber with an average molecular weight greater than 25,000 (Mn > 25,0000) and a carboxyl end group less than 30 (CEG < 30). The geogrid shall be furnished in prefabricated roll widths of certified tensile strength by the manufacturer. The prefabricated roll width of the geogrid shall be 12" (300 mm) +/- 1/2" (13 mm). No cutting of geogrid reinforcement down to the 12" (300 mm) roll width from a larger commercial roll width will be allowed under any circumstances.</p>
- B. The ultimate tensile strength (T_{ult}) of the geogrid reinforcement shall be measured in accordance with ASTM D6637.
- C. Geogrid Soil Friction Properties
 - Friction factor, F*, shall be equal to 2/3 Tan φ, where φ is the effective angle of internal friction of the reinforced fill soil.
 - Linear Scale Correction Factor, α, shall equal 0.8.
- D. Long-Term Tensile Strength (T_{al}) of the geogrid reinforcement shall be calculated in accordance with Section 3,5.2 of FHWA-NHI-10-024 and as provided in this specification.
 - The creep reduction factor (RF_{CR}) shall be determined in accordance with Appendix D of FHWA-NHI-10-025 for a minimum 75-year design life.
 - Minimum installation damage reduction factor (RF_{ID}) shall be 1.25. The value of RFID shall be based upon documented full-scale tests in a soil that is comparable to the material proposed for use as reinforced backfill in accordance with ASTM D5818.
 - Minimum durability reduction factor (RF_D) shall be 1.3 for a soil pH range of 3 to 9.
- E. Connection between the PMB retaining wall unit and the geogrid reinforcement shall be determined from short-term testing per the requirements of FHWA NHI-10-025, Appendix B.4 for a minimum 75-year design life.
- F. The minimum value of T_{al} for geogrid used in design of a reinforced precast modular block retaining wall shall be 2,000 lb/ft (29 kN/m) or greater.
- G. The minimum length of geogrid reinforcement shall be the greater of the following:
 - 0.7 times the wall design height, H.
 - 6 feet (1.83 m).
 - The length required by design to meet internal stability requirements, soil bearing pressure requirements and constructability requirements.

- H. Constructability Requirements. Geogrid design embedment length shall be measured from the back of the precast modular block facing unit and shall be consistent for the entire height of a given retaining wall section.
- Geogrid shall be positively connected to every precast modular block unit. Design coverage ratio, Rc, as calculated in accordance with AASHTO LRFD Bridge Design Specifications Figure 11.10.6.4.1-2 shall not exceed 0.50.
- J. Preapproved Geogrid Reinforcement Products.
 - Miragrid XT Geogrids as manufactured by TenCate Geosynthetics of Pendergrass, Georgia USA
 - 2. Substitutions: Section 01 60 00 Substitution Requirements

2.03 GEOTEXTILE

- A. Nonwoven geotextile fabric shall be placed as indicated on the retaining wall construction shop drawings. Additionally, the nonwoven geotextile fabric shall be placed in the v-shaped joint between adjacent block units on the same course. The nonwoven geotextile fabric shall meet the requirements Class 3 construction survivability in accordance with AASHTO M 288.
- B. Preapproved Nonwoven Geotextile Products
 - 1. Mirafi 140N
 - 2. Propex Geotex 451
 - 3. Skaps GT-142
 - 4. Thrace-Ling 140EX
 - Carthage Mills FX-40HS
 - 6. Stratatex ST 142
 - 7. Substitutions: Section 01 60 00 Substitution Requirements

2.04 DRAINAGE AGGREGATE AND WALL INFILL

A. Drainage Aggregate and Wall Infill shall be Coarse Aggregate, 6A,6AA, or 6AAA in accordance with Section 902 of the 2012 MDOT Standard Specifications for Construction.

2.05 REINFORCED FILL

- A. Reinforced fill shall be granular material A1 or A2 in accordance with Section 32 05 16 – Aggregates for Exterior Improvements
- B. The reinforced backfill material shall be free of sod, peat, roots or other organic or deleterious matter including, but not limited to, ice, snow or frozen soils. Materials passing the No. 40 (0.42 mm) sieve shall have a liquid limit less than 25 and plasticity index less than 6 per ASTM D4318. Organic content in the backfill material shall be less than 1% per AASHTO T-267 and the pH of the backfill material shall be between 5 and 8.
- C. Soundness. The reinforced backfill material shall exhibit a magnesium sulfate soundness loss of less than 30% after four (4) cycles, or sodium sulfate soundness loss of less than 15% after five (5) cycles as measured in accordance with AASHTO T-104.
- D. Reinforced backfill shall not be comprised of crushed or recycled concrete, recycled asphalt, bottom ash, shale or any other material that may degrade, creep or experience a loss in shear strength or a change in pH over time.

2.06 LEVELING PAD

- A. The precast modular block units shall be placed on a leveling pad constructed from crushed stone or unreinforced concrete. The leveling pad shall be constructed to the dimensions and limits shown on the construction plan set.
- B. Crushed stone used for construction of a granular leveling pad shall be Coarse Aggregate 22A in accordance with Section 902 of the 2012 MDOT Standard Specifications for Construction.
- C. Concrete used for construction of an unreinforced or reinforced concrete leveling pad shall satisfy the criteria for concrete as shown on the construction plans. The concrete should be cured a minimum of 12 hours prior to placement of the precast modular block wall retaining units and exhibit a minimum 28-day compressive strength of 2,500 psi (17.2 MPa).

2.07 DRAINAGE

- A. Drainage Pipe:
 - Drainage collection pipe shall be a 4" (100 mm) diameter, 3-hole perforated, HDPE pipe with a minimum pipe stiffness of 22 psi (152 kPa) per ASTM D2412.
 - The drainage pipe shall be manufactured in accordance with ASTM D1248 for HDPE pipe and fittings.
 - 3. Preapproved Drainage Pipe Products
 - a. ADS 3000 Triple Wall pipe as manufactured by Advanced Drainage Systems.
- B. PVC Pipe:
 - ASTM D3034, Poly Vinyl Chloride (PVC) material; bell and spigot style rubber ring sealed gasket joints.
 - a. Wall Thickness:
 - 1) 6" Diameter and Smaller: SDR 35
 - 2) 8" Diameter and Larger: SDR 26
 - b. Joints:
 - 1) ASTM D3212, elastomeric seals.
 - For C-900 pipe, use joints as specified in this Section for Ductile Iron Pipe.
 - c. Fittings:
 - ASTM F1336, PVC, of same wall thickness as pipe. ASTM F477 elastomeric seals for connecting new services to existing pipes.
 - For C-900 pipe, use fittings as specified in this Section for Ductile Iron Pipe.
 - d. Cleanouts
 - 1) PVC body with PVC threaded plug.
 - a) Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

PART 3 - EXECUTION

3.01 GENERAL

A. All work shall be performed in accordance with OSHA safety standards, state and local building codes and manufacturer's requirements.

- B. The General Contractor is responsible for the location and protection of all existing underground utilities. Any new utilities proposed for installation in the vicinity of the retaining wall, shall be installed concurrent with retaining wall construction. The General Contractor shall coordinate the work of subcontractors affected by this requirement.
- C. New utilities installed below the retaining wall shall be backfilled and compacted to a minimum of 98% maximum dry density per ASTM D698 standard proctor.
- D. The General Contractor is responsible to ensure that safe excavations and embankments are maintained throughout the course of the project.
- E. All work shall be inspected by the Inspection Engineer as directed by the Owner.

3.02 EXAMINATION

A. Prior to construction, the General Contractor, Grading Contractor, Retaining Wall Installation Contractor and Inspection Engineer shall examine the areas in which the retaining wall will be constructed to evaluate compliance with the requirements for installation tolerances, worker safety and any site conditions affecting performance of the completed structure. Installation shall proceed only after unsatisfactory conditions have been corrected.

3.03 PREPARATION

- A. Fill Soil.
 - The Inspection Engineer shall verify that reinforced backfill placed in the reinforced soil zone satisfies the criteria of this section.
 - The Inspection Engineer shall verify that any fill soil installed in the foundation and retained soil zones of the retaining wall satisfies the specification of the Retaining Wall Design Engineer as shown on the construction drawings.
- B. Excavation.
 - 1. The Grading Contractor shall excavate to the lines and grades required for construction of the precast modular block retaining wall as shown on the construction drawings. The Grading Contractor shall minimize over-excavation. Excavation support, if required, shall be the responsibility of the Grading Contractor.
 - Over-excavated soil shall be replaced with compacted fill in conformance with the specifications shown on the construction plans.
 - Embankment excavations shall be bench cut as directed by the project Geotechnical Engineer and inspected by the Inspection Engineer for compliance.
- C. Foundation Preparation.
 - 1. Prior to construction of the precast modular block retaining wall, the leveling pad area and undercut zone (if applicable) shall be cleared and grubbed. All topsoil, brush, frozen soil and organic material shall be removed. Additional foundation soils found to be unsatisfactory beyond the specified undercut limits shall be undercut and replaced with approved fill as directed by the project Geotechnical Engineer. The Inspection Engineer shall ensure that the undercut limits are consistent with the requirements of the project Geotechnical Engineer and that all soil fill material is properly compacted according to project specifications. The Inspection Engineer shall document the volume of undercut and replacement.

- Following excavation for the leveling pad and undercut zone (if applicable), the Inspection Engineer shall evaluate the in-situ soil in the foundation and retained soil zones.
 - a. The Inspection Engineer shall verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate. The Inspection Engineer shall immediately stop work and notify the Owner if the in-situ shear strength is found to be inconsistent with the retaining wall design assumptions.
 - b. The Inspection Engineer shall verify that the foundation soil exhibits sufficient ultimate bearing capacity to satisfy the requirements indicated on the retaining wall construction shop drawings per paragraph 1.06 I of this section.

D. Leveling Pad.

- The leveling pad shall be constructed to provide a level, hard surface on which to
 place the first course of precast modular block units. The leveling pad shall be
 placed in the dimensions shown on the retaining wall construction drawings and
 extend to the limits indicated.
- Crushed Stone Leveling Pad. Crushed stone shall be placed in uniform maximum lifts of 6" (150 mm). The crushed stone shall be compacted by a minimum of 3 passes of a vibratory compactor capable of exerting 2,000 lb (8.9 kN) of centrifugal force and to the satisfaction of the Inspection Engineer.
- 3. Unreinforced Concrete Leveling Pad. The concrete shall be placed in the same dimensions as those required for the crushed stone leveling pad. The Retaining Wall Installation Contractor shall erect proper forms as required to ensure the accurate placement of the concrete leveling pad according to the retaining wall construction drawings.

3.04 PRECAST MODULAR BLOCK WALL SYSTEM INSTALLATION

- A. The precast modular block structure shall be constructed in accordance with the construction drawings, these specifications and the recommendations of the retaining wall system component manufacturers. Where conflicts exist between the manufacturer's recommendations and these specifications, these specifications shall prevail.
- B. Drainage components. Pipe, geotextile and drainage aggregate shall be installed as shown on the construction shop drawings.
- C. Precast Modular Block Installation
 - 1. The first course of block units shall be placed with the front face edges tightly abutted together on the prepared leveling pad at the locations and elevations shown on the construction drawings. The Retaining Wall Installation Contractor shall take special care to ensure that the bottom course of block units are in full contact with the leveling pad, are set level and true and are properly aligned according to the locations shown on the construction drawings.
 - Backfill shall be placed in front of the bottom course of blocks prior to placement
 of subsequent block courses. Nonwoven geotextile fabric shall be placed in the
 V-shaped joints between adjacent blocks. Drainage aggregate shall be placed in
 the V-shaped joints between adjacent blocks to a minimum distance of 12" (300
 mm) behind the block unit.
 - Drainage aggregate shall be placed in 9-inch maximum lifts and compacted by a minimum of three (3) passes of a vibratory plate compactor capable exerting a minimum of 2,000 lb (8.9 kN) of centrifugal force.

- 4. Unit core fill shall be placed in the precast modular block unit vertical core slot. The core fill shall completely fill the slot to the level of the top of the block unit. The top of the block unit shall be broom-cleaned prior to placement of subsequent block courses. No additional courses of precast modular blocks may be stacked before the unit core fill is installed in the blocks on the course below.
- Base course blocks for gravity wall designs (without geosynthetic soil reinforcement) may be furnished without vertical core slots. If so, disregard item 4 above, for the base course blocks in this application.
- Nonwoven geotextile fabric shall be placed between the drainage aggregate and
 the retained soil (gravity wall design) or between the drainage aggregate and the
 reinforced fill (reinforced wall design) as required on the retaining wall
 construction drawings.
- 7. Subsequent courses of block units shall be installed with a running bond (half block horizontal course-to-course offset). With the exception of 90 degree corner units, the shear channel of the upper block shall be fully engaged with the shear knobs of the block course below. The upper block course shall be pushed forward to fully engage the interface shear key between the blocks and to ensure consistent face batter and wall alignment. Geogrid, drainage aggregate, unit core fill, geotextile and properly compacted backfill shall be complete and inplace for each course of block units before the next course of blocks is stacked.
- The elevation of retained soil fill shall not be less than 1 block course (18" (457 mm)) below the elevation of the reinforced backfill throughout the construction of the retaining wall.
- If included as part of the precast modular block wall design, cap units shall be secured with an adhesive in accordance with the precast modular block manufacturer's recommendation.
- D. Geogrid Reinforcement Installation (if required)
 - Geogrid reinforcement shall be installed at the locations and elevations shown on the construction drawings on level fill compacted to the requirements of this specification.
 - Continuous 12" (300 mm) wide strips of geogrid reinforcement shall be passed completely through the vertical core slot of the precast modular block unit and extended to the embedment length shown on the construction plans. The strips shall be staked or anchored as necessary to maintain a taut condition.
 - 3. Reinforcement length (L) of the geogrid reinforcement is measured from the back of the precast modular block unit. The cut length (Lc) is two times the reinforcement length plus additional length through the block facing unit. The cut length is calculated as follows:

41" (1030mm) Block Lc = 2*L + 5 ft (2*L + 1.5 m)

- 4. The geogrid strip shall be continuous throughout its entire length and may not be spliced. The geogrid shall be furnished in nominal, prefabricated roll widths of 12" (300 mm)+/- ½" (13 mm). No field modification of the geogrid roll width shall be permitted.
- Neither rubber tire nor track vehicles may operate directly on the geogrid.Construction vehicle traffic in the reinforced zone shall be limited to speeds of

less than 5 mph (8 km/hr) once a minimum of 9 inches (230 mm) of compacted fill has been placed over the geogrid reinforcement. Sudden braking and turning of construction vehicles in the reinforced zone shall be avoided.

- E. Construction Tolerance. Allowable construction tolerance of the retaining wall shall be as follows:
 - Deviation from the design batter and horizontal alignment, when measured along a 10' (3 m) straight wall section, shall not exceed 3/4" (19 mm).
 - Deviation from the overall design batter shall not exceed 1/2" (13 mm) per 10' (3 m) of wall height.
 - 3. The maximum allowable offset (horizontal bulge) of the face in any precast modular block joint shall be 1/2" (13 mm).
 - 4. The base of the precast modular block wall excavation shall be within 2" (50 mm) of the staked elevations, unless otherwise approved by the Inspection Engineer.
 - Differential vertical settlement of the face shall not exceed 1' (300 mm) along any 200' (61 m) of wall length.
 - 6. The maximum allowable vertical displacement of the face in any precast modular block joint shall be 1/2" (13 mm).
 - 7. The wall face shall be placed within 2" (50 mm) of the horizontal location staked.

3.05 WALL INFILL AND REINFORCED BACKFILL PLACEMENT

- A. Backfill material placed immediately behind the drainage aggregate shall be compacted as follows:
 - 98% of maximum dry density at ± 2% optimum moisture content per ASTM D698 standard proctor or 85% relative density per ASTM D4254.
- B. Compactive effort within 3' (0.9 m) of the back of the precast modular blocks should be accomplished with walk-behind compactors. Compaction in this zone shall be within 95% of maximum dry density as measured in accordance with ASTM D698 standard proctor or 80% relative density per ASTM D 4254. Heavy equipment should not be operated within 3' (0.9 m) of the back of the precast modular blocks.
- C. Backfill material shall be installed in lifts that do not exceed a compacted thickness of 9" (230 mm).
- D. At the end of each work day, the Retaining Wall Installation Contractor shall grade the surface of the last lift of the granular wall infill to a $3\% \pm 1\%$ slope away from the precast modular block wall face and compact it.
- E. The General Contractor shall direct the Grading Contractor to protect the precast modular block wall structure against surface water runoff at all times through the use of berms, diversion ditches, silt fence, temporary drains and/or any other necessary measures to prevent soil staining of the wall face, scour of the retaining wall foundation or erosion of the reinforced backfill or wall infill.

3.06 OBSTRUCTIONS IN THE INFILL AND REINFORCED FILL ZONE

- A. The Retaining Wall Installation Contractor shall make all required allowances for obstructions behind and through the wall face in accordance with the approved construction shop drawings.
- B. Should unplanned obstructions become apparent for which the approved construction shop drawings do not account, the affected portion of the wall shall not

be constructed until the Retaining Wall Design Engineer can appropriately address the required procedures for construction of the wall section in question.

3.07 COMPLETION

- A. For walls supporting unpaved areas, a minimum of 12" (300 mm) of compacted, low-permeability fill shall be placed over the granular wall infill zone of the precast modular block retaining wall structure. The adjacent retained soil shall be graded to prevent ponding of water behind the completed retaining wall.
- B. For retaining walls with crest slopes of 5H:1V or steeper, silt fence shall be installed along the wall crest immediately following construction. The silt fence shall be located 3' to 4' (0.9 m to 1.2 m) behind the uppermost precast modular block unit. The crest slope above the wall shall be immediately seeded to establish vegetation. The General Contractor shall ensure that the seeded slope receives adequate irrigation and erosion protection to support germination and growth.
- C. The General Contractor shall confirm that the as-built precast modular block wall geometries conform to the requirements of this section. The General Contractor shall notify the Owner of any deviations.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

A. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

4.02 METHOD OF MEASUREMENT

Retaining Wall, Redi-Rock, Ledgestone will be measured in place, in square feet of wall face, from the top of the leveling pad to the top of the wall cap. Pay item includes installation and furnishing all labor, equipment, and materials necessary to complete the work as described. Pay item includes payment for the precast modular blocks, geotextile fabric around drainage stone, drainage pipe, leveling pad aggregate, and drainage stone shown on Modular Block Retaining Wall Sections.

Excavation required for the installation of the wall and backfill soils shall be paid for separately.

Excavation of unsuitable soils and backfill with suitable soils of this excavation will be paid for separately.

END OF SECTION

CITY OF GRAND HAVEN CONTRACTOR SERVICES AGREEMENT

This Agreement is made as of March 7, 2025 between the City of Grand Haven, a Michigan Municipal Corporation, the address of which is 519 Washington Street, Grand Haven, Michigan 49417, Attn: City Manager (the "City"), and Lakeshore Property Services the address of which is 14324 172nd Ave. Suite 1. Grand Haven MI. 49417 (the "Contractor").

RECITALS

- A. The City wishes to provide for Five Mile Hill Overlook. (The "Project").
- B. To complete the Project, the City requires the services of a contractor to provide the necessary labor, materials, and equipment to Five Mile Hill Overlook as specified in the Invitation to Bid, Conditions of Contract, Blueprints, General Conditions and Specifications attached as Exhibit A and incorporated by reference.
- C. The Contractor's proposal to provide such services is attached as Exhibit B and incorporated by reference.
- D. The City Council, by its action at a meeting held March 17, 2025 selected the Contractor to complete the Project.

AGREEMENT

In exchange for the consideration in and referred by this Agreement the parties agree as follows.

ARTICLE I CONTRACTOR'S RESPONSIBILITIES

- 1.1 <u>Basic Services, Materials and Equipment</u>. The Contractor shall provide the following services, materials and equipment.
 - (a) All labor, materials, supplies, tools, equipment, process and other services necessary for the complete construction of the Project described in this Agreement, the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached to Exhibit "A", and incorporated by reference, to the approval and complete satisfaction of the City.
 - (b) Any labor, material, supplies, tools, equipment, process or other service which may have been unintentionally omitted from the description of work but which is clearly necessary for the proper completion of the Project in a workmanlike manner, shall be furnished by the Contractor as if it had been specified in the scope of work for the Project.

- (c) Any work and materials rejected by City or its engineer as failing to comply with this Agreement shall be promptly removed and replaced by the Contractor to bring it into compliance. This work shall be done at the expense of the Contractor without cost to the City and shall include making good all work of others destroyed or damaged by removal and replacement.
- (d) Provide cost information for any proposed change orders requested by the City. All change orders shall require the signature of the City, the engineer and the Contractor. Minor changes in work or materials not involving an increase in the overall cost of the project or extension of construction time, may be authorized by the City Manager. Other changes will require City Council approval.
- 1.2 <u>Additional Services</u>. The Contractor will perform services in addition to those detailed in section 1.1 of this Agreement only when requested in writing by the City.
- 1.3 <u>Termination</u>. Should the Contractor fail to satisfactorily perform any of its duties and obligations under this Agreement and the attached Exhibit "A", in a timely fashion, the City may, upon thirty (30) days written notice, terminate this Agreement.
- 1.4 <u>Insurance</u>. The Contractor shall, before it commences any work under this agreement, file proofs of insurance as required by the documents attached as Exhibit A and described in Recital B above.

ARTICLE II PHASES FOR COMMENCEMENT AND COMPLETION

- 2.1 <u>Phases</u>. The project shall be commenced and completed per the Invitation to Bid Conditions of Contract, General Conditions and Specifications dated June 27, 2025
- 2.2 <u>Commencement and Completion</u>. Work shall commence and not be interrupted until completion on or before June 27, 2025

ARTICLE III COMPENSATION AND PAYMENT

- 3.1 <u>Compensation.</u> The City shall pay the Contractor the sum of \$42,623 as provided for by in the Contractor's proposal attached as Exhibit B, for the services performed under section 1.1 of this Agreement. Additional services as defined in section 1.2 of this Agreement will be performed for a fee agreed upon in writing prior to the performance of such services.
- 3.2 <u>Billing and Payment</u>. The Contractor will submit monthly invoices to the City for a <u>Pro rata</u> amount of the completed work. All payments unless reasonably disputed within thirty (30) business days of the City's receipt of the invoice, shall be paid within <u>forty-five</u> (45) days of the City's receipt of the invoice. Provided that, ten

- percent (10%) of each invoice amount shall be retained by the City until the Project is compete to the City's reasonable satisfaction.
- 3.3 <u>Liens</u>. The Contractor, its agents, or sub-contractors shall not place any lien upon any City property or any of its building, improvements, fixtures or appurtenances, or any other City property with first securing a valid judgement against the City.

ARTICLE IV MISCELLANEOUS

- 4.1 <u>Notices</u>. Any notice or other communication to be given under this Agreement shall be personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.
- 4.2 <u>Governing Law</u>. This Agreement has been executed and delivered in, and shall be interpreted and enforced under the laws of the State of Michigan. To the extent permitted by law, the state courts of Ottawa County, Michigan shall be the jurisdiction and venue for any litigation or other proceeding between the parties that may be brought by reason of this Agreement.
- 4.3 <u>Waiver of Breach</u>. Neither party's waiver of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.
- 4.4 <u>Enforcement</u>. If either party takes legal action to enforce this Agreement, the prevailing party shall be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorney's fees.
- 4.5 <u>Headings</u>. The headings in this Agreement are for reference purposes and shall not affect the meaning or interpretation of this Agreement.
- 4.6 Entire Agreement. This Agreement supersedes all previous or contemporaneous agreements between the parties and constitutes the entire Agreement between the parties relating to its subject matter, except for the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached as Exhibit A and the Proposal attached as Exhibit B, both of which are incorporated by reference. No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into to this Agreement, the parties are relying solely upon the representations and agreements in this Agreement and no others.
- 4.7 <u>Conflicts</u>. In case of any conflict between this Agreement and its Exhibits, the terms of this Agreement shall control. In case of any conflict between the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached as Exhibit A and the Proposal attached as Exhibit B, the terms of the Invitation to Bid,

conditions of contract, General Conditions and Specifications attached as Exhibit A shall control.

The parties have executed this Agreement as of the date first written above.

WITNESSES:

By:
Robert Monetza, Mayor
By:
Maria Boersma, City Clerk

THE CONTRACTOR:

By:
Its
By:
Its
Its

City of Grand Haven Department of Public Works 616-847-3493



MEMORANDUM

TO:	Ashley Latsch- City Manager		
CC:	Dana Kollewehr- Assistant City Manager		
FROM:	Brian Jarosz- Waterfront and I	Events Manager	
DATE:			
SUBJECT:	New Event for City Council -		
A	Special Event Application has be	en submitted for City Council. Please Review.	
Board	or Commission Recommendatio	n-	
Staff R	eview Date-		
	DATES:	PUBLIC SPACES REQUESTED	
	SET UP TIME:	DUDUIC CEDVICES DECLIESTED	
	START TIME: END TIME:	PUBLIC SERVICES REQUESTED	

TEAR DOWN TIME:



CITY OF GRAND HAVEN SPECIAL EVENT APPLICATION

A special event application is required for any event held on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

OFFICE USE ONLY		
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Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

	T SUM				
EVEIVI DI	START TI	ME:	END TIME:		TEAR DOWN COMLETED BY:
EVENT LC					
Is this a n	ew event i	n the Cit	y of Grand Hav	ven? No Ye	es*
*New ever	nts require	discussio	n with Special I	Events and Project Ma	anager before submitting application.
				 y's social media, fre	ee of charge? No Yes
APPLI	CANT	INFC	RMATIO	N	
ORGANIZA RESPONS RESPONS APPLICAN EVENT DA	ATION ADD IBLE PART IBLE PART NT PHONE: NY CONTAG R	ORESS: Y NAME: Y ADDRE CT (NAMI epresent	:SS: :SS:	EMAIL: on site and available	e during entire event.
road clos application	ures, parki on. Public S	ng space Safety re	es, etc., to be s	ubmitted to the bes at to amend route re	site that includes setup, requested t of your knowledge at the time of equests based on safety and staff
			•	•	dditional sheet if necessary.

EVENT DETAILS & LOGISTICS CONTINUED

Department of Public Works Services (Check all that apply)
Banners, \$125-\$350
Will there be entertainment? No Yes Will there be amplified sound? No Yes
If yes, check all that apply DJ Live Acoustic Live Amplified Other
This event is (please select one) Open to the public Private/Ticketed Invitation Only
PUBLIC SAFETY Will there be food trucks/food concessions? No Yes*
Contact the Health Department for requirements and to schedule inspections. Food truck vendors must have an annual inspection and permit from the Grand Haven Fire Marshal.
Will there be food cooked on-site? No Yes If yes, how will food be cooked? Gas Charcoal Fryers Electric
Will there be pyrotechnics? No Yes Will you provide your own security? No Yes Will there be assembly tents at the event? No Yes f yes, how many? Total Size Tents over 400 sq. ft. require a tent permit, fee and diagram. A permit application will be sent to you if required. An inspection must be conducted by the Fire Marshal.
ALCOHOL SERVICE Will there be alcohol sold/served at the event? No Yes (if yes, complete the remainder of this section)
Applicants must contact the Grand Haven Department of Public Safety to apply for a separate liquor license. The liquor license application also requires approval from the Michigan Liquor Control Commission following City Council approval.
Name of non-profit organization applying for the liquor license?

STREET & PARKING LOT CLOSURES

Please complete this section if you are requesting street closures or use of City parking lots. List the streets/parking lots you are requesting to close. Include the required map with your application, identifying street and parking lot closures.

STREET/PARKING LOT TO BE CLOSED	FROM WHICH INTERSECTION/LOCATION	TO WHICH INTERSECTION
Example - Harbor Drive	Columbus	Franklin

To help ensure the safety of event participants and the public, street closures require the following:

- Barricades: Street closures generally require barricades, which the City provides. The number of barricades will be determined by Public Safety, and a fee will be assessed to the applicant.

 Barricades are to be set up by the event organizer.
- Race Routes: Organizers must use the City's pre-approved route and mark the route with the City's race route signs.
- No Parking Signage: "No parking" signs must be posted 24 hours before an event for Public Safety to enforce the No Parking Order. If the areas you are requesting to use contain accessible parking spaces, those spaces must be replaced at a nearby location.
- Notification of Affected Parties: Applicant must notify property owners along the street
 closure route of the date and time of street closures. You can do this by delivering a notice in
 person or by mailing a notice to the property owner. The Special Events and Project Manager
 can provide you with the names and addresses of property owners along your route for
 mailing purposes.

LIABILITY INSURANCE

Liability insurance naming the City of Grand Haven as additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read: The City of Grand Haven, as additional insured in the amount of \$1,000,000 per occurrence 519 Washington Avenue Grand Haven, MI 49417

An ac	ceptable	certificate	of insurance	must be	submitted	no later	than 14 c	lays be	efore t	he event	. dat	te
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Name of Insurance Company/Agent:	
Phone Number of Company/Agent: _	

SPECIAL EVENT FEES

Submit the special event and park application fees with completed application. Applications will not be processed without the application fee being paid. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates.

To Be Completed by Applicant	City of Grand Haven Resident and Non-Profit Discount
Resident/Non-Profit Application Fee, \$100 Non-Resident/Profit Application Fee, \$150 Park Permit Application, \$35 Duncan Park Application, \$25 I am requesting the maximum allowable discour	 Residents and non-profits within the City of Grand Haven (COGH) are eligible for up to \$500 in discounted fees. Non-profits outside the COGH are eligible for up to \$250 in discounted fees. Discounts only apply to facility, park, and public space rental fees (not incidental costs). Discounts are subject to approval and current special event policy. It (Initial Here):

REQUIREMENTS OF THE SPECIAL EVENT

- Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy.
- Applicant shall comply with all City of Grand Haven Ordinances.
- The applicant organization will hold the City of Grand Haven harmless from all claims.
- Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services.
- The City reserves the right to deny changes to the application once final approval is given.
- Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit.
- Your completed application will be routed to all necessary departments by the Special Events and Project Manager for their recommendation to City Council.

Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, the cancellation of the event, and/or the denial of future event requests.

With my signature, I certify that I have I	read and agree to the City of Grand Haven Special Events
Policy and all items listed in this applic	ation. I agree to abide by all applicable City of Grand Haven
ordinances and regulations.	
Signature	Date



APPLICATION FOR PARK USE PERMIT

APPLICATION FEE \$35.00 - PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

APPLICANT / SPONSORING ORGANIZATION INFORMATION

Applicant Name:			
Sponsor Organization:	Contact Person:		
Non-Profit Federal ID Number (if applicable):			
Address:			
Street	City	State	Zip
()Daytime Phone	Ema	ail Address	
EVENT INFORMATION			
Event Name:			
Event Location:			
Date(s) of Event:	Set Up Time:		
Activity Start Time:	Activity End Time:		
Description of Type of Event: (concert, picnic, week	dding, etc.):		
Estimated Number of Persons Attending:			

ALL QUESTIONS MUST BE ANSWERED OR APPLICATION WILL NOT BE ACCEPTED

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

General Liability and Property Damage in the amount of \$1,000,000.00 naming the City of Grand Haven as the additional insured is required per occurrence. The Certificate of Insurance <u>must be submitted</u> with the application.
PROOF OF INSURANCE ATTACHED: Yes No
SELLING/FUNDRAISING: Will any selling/fundraising occur? Yes No If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.
SPONSORSHIP/BANNER/SIGNS: Will any sponsorship occur? Yes No Will any signs or banners be used? Yes No If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event.
TENTS/CANOPIES: Will any temporary structures be used? Yes No If yes, please list the number of tents, sizes and location of each: No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.
EQUIPMENT/MATERIALS USED: Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park? Yes No
If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up

location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant:	Date:

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Brian Jarosz
519 Washington
Grand Haven, MI 49417
bjarosz@grandhaven.org

Office:616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven Attn: Char Seise 421 Columbus Grand Haven, MI 49417 cseise@grandhaven.org

Office: 616.842.2550

Good Friday Service

April 18th, 2025

Set Up: 6:00 PM

Start: 7:00 PM

End Time: 8:00 PM

Tear Down: 8:30 PM

200 Chairs- 100 Each Side

