



## **Request For Proposal**

# Paradise Township Mayfield Pond Park: Routine Dredging Request For Proposal (RFP)

#### Proposals Due:

4:00PM, Thursday, July 31, 2025

## Proposals shall be Delivered and/or Emailed to:

Mayfield Pond Park: Routine Dredging Jennifer Graham, P.E. (Engineer) 123 West Front Street

Traverse City, MI 49684

Email: jennifer@gfa.tc Phone: 231-946-5874 Fax: 231-946-3703

#### Address Questions to:

Gourdie Fraser, Inc. Jennifer Graham, P.E. (Engineer) 123 West Front Street Traverse City, MI 49684

Email: jennifer@gfa.tc Phone: 231-946-5874 Fax: 231-946-3703

#### General Scope:

Paradise Township is requesting proposals for routine maintenance dredging of the Mayfield Pond located on Mill Street, Kingsley, MI 49649. Work to include dredging by means of mechanical only, temporary stockpiling and dewatering (as applicable), transportation and offsite permanent disposal of dredged materials, and site restoration and cleanup.

#### Requirements - General:

- Work must comply with all applicable local, state and federal permits and regulations.
- Work may not take place during spawning nor migration seasons to protect fisheries.
- Township has secured EGLE and DNR permits. Contractor responsible for complying with all requirements of permit.
- All equipment shall be installed compliant with manufacturer's recommendations.
- It is strongly recommended that you make a site visit and perform an evaluation of the existing conditions and proposed scope of work.
- The contractor shall be responsible for obtaining all local regulatory permits, completing
  inspections and payment of all associated fees which include but are not limited to County
  Soil Erosion Control.
- Provide a one (1) year full labor and material warranty on all workmanship, material and equipment furnished for this project.





- It is strongly recommended that you make a site visit and perform an evaluation of the existing conditions and proposed scope of work.
- Contractor shall be responsible to coordinate and provide construction schedule and minimum 24 hour notice before completing work.

#### Terms of Agreement:

#### General:

- To hold bid open for 60 consecutive calendar days from the bid due date.
- To enter into and execute a contract with the Paradise Township.

#### Insurance:

 Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this contract.

#### Bonds:

The Contractor shall include in the proposal price the cost to provide the following:

- Maintenance and Guarantee Bond in the amount of 50% of the proposal amount, guaranteeing for a period of one (1) year from final acceptance of the project work.
- Letter of Surety, licensed to business in the State of Michigan, stating ability to obtain a Performance Bond, and Labor and Material Bond for 100% of the proposal amount.

#### Schedule:

- To be completed by October 24, 2025.
- All work must be completed within ten (10) calendar days from the beginning of removal to final clean up. Delays by inclement weather shall be approved by the Township.

#### Services/Materials to be Provided:

Contractor shall provide all equipment and materials necessary to complete the work described herein and compliant with the plans, specifications and permitting included with this RFP. The Contractor shall provide a detailed summary of the equipment and services to be provided. The scope of work shall include but shall not be limited to the following:

- Excavate silt trap, approximately 20' wide x 100' long, 2' deep (roughly 150 cyd); total volume approved up to 370 cyd per EGLE Permit.
- Prior to dredging, a siltation barrier curtain shall be installed in the water to enclose the area of disturbance.
- Excavated material may be temporarily stored on-site within the mowed areas of Mayfield Park for dewatering and then spoils then to be moved to an offsite disposal area authorized to accept.
  - Dewatering plan and stockpiling areas shall be pre-approved by the Township prior to implementation.
  - Temporary stockpiled areas shall be properly stabilized with temporary soil erosion control measures to ensure containment.
  - o Contractor to provide chain of custody for material disposal to Township.
- Contractor shall be responsible for conducting field exploration to verify all conditions prior to beginning work:





- Mayfield Pond Park is a year-round public park. The contractor is responsible for providing proper signage, traffic control and implementing safety measures to prevent access to the construction zone.
- Contractor shall be responsible for coordinating with property owners and keep drives and roadways accessible at all times. The contractor shall coordinate and provide 24-hour notice if obstructing the driveway.
- All work shall remain within the confines of existing Township owned property and/or public ROW including staging, storage and equipment.
- Contractor to coordinate in advance site access with Township.
- Contractor responsible for providing all temporary facilities including power to complete scope of work.
- Complete Miss Dig prior to any underground excavation, as applicable.
- Mobilization, site clearing / grubbing, restoration and cleanup per the attached drawing be provided but not limited to removal and disposal of bushes, topsoil, seed and mulch and removal/ disposal of existing fencing to perform work.
  - Contractor shall take precautions to avoid damage to existing dam and infrastructure.
  - Contractor shall be responsible for restoring to existing or better conditions any site damage.
  - Contractor responsible for sweeping streets and removal of debris that is tracked offsite.

#### References

References available upon request

#### **Contractors Proposal Form**

Bidders are instructed to submit bids for this project on a lump sum basis as stated in the Proposal. All labor, materials and equipment are considered incidental and to be included in

total bid price. All work shall be in compliance with bid drawings and specifications, terms identified in the RFP and applicable laws.

No.	ltem	Unit	Est. Qty.	Unit Price	Item Cost
1	Mobilization and Closeout	LS	1		
2	Dredging	LS	1		
3	Erosion and Sedimentation Control	LS	1		
4	Site Restoration	LS	1		
				TOTAL BID	





	Bidders Signature
	Printed Name:
	Business Name:
	Address:
	MI Contractor License No.:
	Telephone:
•	Email:

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any / all bids if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the work as requested.

Paradise Township reserves the right to accept or reject any or all proposals.

# TECHNICAL SPECIFICATIONS FOR

PARADISE TOWNSHIP

**MAYFIELD POND PARK: ROUTINE DREDGING RFP** 





# **INDEX TECHNICAL SPECIFICATIONS**

# **GENERAL REQUIREMENTS**

01 22 13	Measurement and Payment
01 41 00	Regulatory Requirements
01 60 00	Materials and Equipment
31 25 00	Restoration and Cleanup

# WATERWAY AND MARINE CONSTRUCTION

35 24 00 Dredging Operations

#### **SECTION 01 22 13 - MEASUREMENT AND PAYMENT**

#### **PART 1 GENERAL**

#### 1.01 SUMMARY

- A. Bid price includes all labor, tools, equipment, materials, transportation, and applicable fees, use tax, and sales tax necessary to complete the work in accordance with the Plans and Specifications.
- B. All measurement and payment will be based on completed work, ready for use, performed in strict accordance with the Plans and Specifications.
- C. Bid quantities listed in the Bid Schedule have been estimated and are only for the purpose of comparing, on a uniform basis, the Bids offered for the Work. Completed quantities for payment will be based on field measurements.
- D. Neither the Owner nor his agents shall be held responsible should any of the estimated quantities be found incorrect.
- E. Payment will be made only on items listed in the BID SCHEDULE. All other work not listed in the BID SCHEDULE shall be considered incidental to the performance of the Work.
- F. Owner reserves the right to delete any line item or quantity on the BID SCHEDULE.

#### 1.02 APPLICATION FOR PAYMENT

- A. Pay period: 30 days.
- B. Payment requests shall be submitted on the forms included in the Specifications.

#### 1.03 ITEMS OF THE BID FORM

#### A. Item No. 1 Mobilization and Closeout

Payment includes obtaining contract bonds, preparatory work and operation, for the movement of personnel, equipment, supplies, traffic control, and incidentals to the project site including coordination with regulatory agencies, Township and property owners; establishment and placement and removal of all project equipment, materials and facilities needed to undertake the work. Unit of measure: Lump sum

#### B. Items No. 2 Dredging

Payment includes all materials, equipment, labor and services required, including all required floating turbidity curtain, to dredge the designated areas to the depths required as shown on the Drawings and permit. Include Dewatering and sedimentation control devices and necessary trucking, offsite disposal and fees. Unit of measure: Lump sum. Dredge quantities indicated on the plans and bid form are based on Village provided bathymetric data and permitted volumes and do not include over depth quantity allowance. The estimated quantities represent the maximum pay amount without approved change order.

#### C. Item No. 3 Erosion and Sedimentation Control

Payment includes obtaining permit including fees, providing, installing and maintaining all turbidity curtains, temporary erosion and sedimentation control measures adjacent to upland sediment dewatering and loading areas compliant with permits. Unit of measure: Lump sum

#### D. Item No. 4 Site Restoration

Payment includes providing, placing and grading topsoil, providing and placing seed, fertilizer, and mulch, finish raking and restoration of all Township property, road ROW and all areas disturbed by construction activities including upland, park grass areas. Unit of Measure: Lump Sum.

#### **SECTION 01 41 00 REGULATORY REQUIREMENTS**

#### PART 1 GENERAL

#### 1.01 PERMITS AND FEES

- A. Owners responsibility: The owner will obtain the following permits where applicable.
  - i. EGLE permit(s) in accordance with Part of Act 325, P.A. 451 1994.
  - ii. DNR, Natural River Zoning Permit
- B. Contractors responsibility:
  - i. Soil Erosion and Sedimentation Control permit and fee
  - ii. MDOT and/or County Road Commission permit and fee for work within right-ofway, as applicable including any associated bonds and insurance
  - iii. Meet provisions and requirements of all permits
  - iv. All permits obtained to date are attached at the end of the specifications.

#### 1.02 APPLICABLE CODES

A. All references to codes, specifications, and standards shall refer to the latest edition, amendment, or revision of the reference in effect on the BID due date.

PART 2 PRODUCT - Not Used

**PART 3 EXECUTION - Not Used** 

#### **SECTION 01 60 00 MATERIALS AND EQUIPMENT**

#### **PART 1 GENERAL**

#### 1.01 SUMMARY

- A. Furnish all labor, tools, facilities, and materials necessary to properly transport, handle, store and protect all materials and equipment necessary for the performance of the work.
- B. All materials shall be new.
- C. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and that products are properly protected and undamaged.

#### 1.02 TRANSPORTATION AND HANDLING

- A. Properly protect all materials and equipment to prevent damage during transportation and handling.
- B. Detailed special handling requirements are specified under the appropriate specification section for the products handled.

#### 1.03 STORAGE AND PROTECTION

- A. Store all materials and equipment to insure the preservation of their quality and fitness for the work.
- B. Store packaged materials in their original containers until ready for use.
- C. Protect all materials and equipment before, during, and after installation.
- D. Provide suitable weather tight storage sheds with raised floors to store and protect materials and equipment that could be damaged by exposure to weather.
- E. Repair or replace all damaged materials and equipment, subject to Engineer approval.
- F. No damaged material shall be used in the work.

**PART 2 PRODUCTS - Not Used** 

**PART 3 EXECUTION - Not Used** 

#### **SECTION 31 25 00 - RESTORATION AND CLEANUP**

#### PART 1 - GENERAL

#### 1.01 SCOPE OF WORK

Under this item, the Contractor shall restore all lawns, trees, gardens, landscape plantings, trails, fences, signs, water courses and sand, gravel, dirt, property markers (such as concrete monuments, irons, stakes, pipes, etc.), mailboxes and other items which may be damaged during the course of construction. All replacement and cleanup work will be considered incidental to the project.

All restoration work shall attempt to return the existing facilities to their original condition. Substitutions, such as gravel instead of grass, will not be allowable, unless shown on the plans.

The Contractor shall pay special attention to the requirements of Act 451, "Soil Erosion and Sedimentation Control". In all construction work the Contractor shall take all precautions necessary to prevent erosion and to conform to the requirements of Act 451. Should erosion occur within the guarantee period, regrade and reseed the disturbed area at no additional cost to the Owner.

Replacement and cleanup operations shall follow immediately behind the construction work. The Contractor shall make every effort to keep the job site clean and free of trash and miscellaneous building materials. The Contractor shall pay special attention in order to restore commercial signs, fences, etc. and to patch and repair pavement, driveways, and sidewalks immediately after the construction work. In the event that replacement and cleanup work does not proceed in a satisfactory manner, the Owner may withhold periodic payments or close the construction area until such time as the replacement and cleanup is satisfactory. An exception may be made if there are physical limitations which do not allow for immediate replacement and cleanup.

#### PART 2 - MATERIALS AND EXECUTION

#### 2.01 GRASS AREA

Grass areas shall be considered as two types: open fields or ditches not adjacent to established lawns. The plans specifically call for Type 2 mixtures. If there is a question as to which mixture to use, the Engineer shall make the final decision.

Terraces, lawns, ditches, open fields and other grassy areas shall be topsoiled, fertilized, seeded and mulched in such a manner that a grass approximately equal in type and density of the original is obtained. Slopes between 1:3 and 1:2 shall be sodded and staked or receive seed with mulch blankets.

A. Topsoil: Topsoil furnished shall consist of dark brown or black loam, clay loam, silt loam, or sandy loam surface of fertile, friable humus soil of mineral origin, not including peat or muck. Soil shall be free of stones, roots, sticks and any other extraneous materials. All topsoil furnished shall be approved by the Engineer. All areas shall be topsoiled to a depth of four (4) inches.

B. Seeding and Fertilizing: Areas to be seeded and fertilized shall be carefully raked to even surfaces and all stones, sticks and other debris removed.

The area to be seeded shall be fertilized with agricultural fertilizer 12-12-12 analysis, Davco or Agrico or equal, applied on the prepared surface at the rate of 20 pounds per 1,000 square feet. Fertilizer shall be harrowed or raked into the soil to a depth of not less than one (1) inch.

Seeds shall be furnished in durable bags. On each bag of seed, the vendor shall attach a tag giving name, lot number, net weight of contents, purity and germination. All seed shall be thoroughly mixed and sown in a method which will ensure uniform distribution. Seeding during high winds or inclement weather will not be permitted. All seed is to be raked in and compacted. The seed shall be sown at the rate of five (5) pounds per 1,000 feet. The seeding mixtures shall be composed of certified seed of the purity, germination and proportions by weight as specified in the following table:

<u>SEEDS</u>		<b>MIXTURES</b>		
	Minimum	Minimum		
Kind	Purity	Germination	Type 1	Type 2
Perennial Rye Grass	98%	90%	20%	50%
Kentucky Blue Grass	90%	75%	60%	15%
Creeping Red Fescue	98%	80%	20%	35%

- C. Mulching: Immediately after seeding all seeded areas, Type 2 shall be mulched with unweathered small grain straw or hay spread uniformly at a rate of 100 pounds per 100 square feet (two tons per acre).
- D. Mulching Anchoring: All mulch shall be anchored using one of the following methods. The Contractor may use either method unless otherwise shown on the plans.
  - 1. Method "A": The straw mulch shall be anchored by applying one of the following asphalt products at the rate shown. The asphalt may be blown on with the mulch or sprayed on immediately after the mulch is spread.

Asphalt Product	Application Rate
Liquid Asphalt R.C. 1, 2 or 3; M.C. 2 or 3	0.10 Gal. per S.Y.
Emulsified Asphalt R.S. 1 or 2; M.S. 2; or S.S. 1	0.04 Gal. per S.Y.

- 2. Method "B": A "Terra-Tak" mulch binder may be used in lieu of asphalt. Mixing and application shall be done in accordance with the manufacturer's recommendations.
- 3. Method "C": In areas with slopes greater than 10% or where shown on the

plans, the Contractor shall place mulch netting or excelsior blanket mulch.

- a. Mulch Netting: Mulch shall be anchored by the use of mulch netting. The light weight fibrous netting shall be properly placed over the mulch and secured to the ground using wire staples, spaced per manufacturer's recommendations.
- b. Excelsior Blanket Mulch: An excelsior blanket shall be used in lieu of other mulch. The excelsior blanket shall be a consistent thickness of evenly distributed wood excelsior fibers, 80% of which are six (6) inches or more in length. The top side of the blanket shall be covered with a coarse net of twisted Kraft paper or biodegradable extruded plastic mesh. Ends and sides shall be securely butted and stapled with U-shaped wire staples of a size and length suited to the soil conditions.

#### 2.02 DITCHES

Ditches which have been grassed and maintained shall be restored to their original shape, condition, line and grade.

Ditches in which culverts or drain tile have been installed shall have the same tile replaced, if in good condition, or a tile satisfactory to the Engineer installed in its place at the original line and grade.

Catch basins, if encountered, shall be repaired/replaced if damaged.

#### 2.03 FENCE REPLACEMENT

- A. Fences shall be replaced equal to and of the same type as existing.
- B. Salvaged material, if approved by the Engineer, may be used for replacement.

#### 2.04 SIGNS AND STRUCTURES

Signs or other structures which must be removed by the Contractor in order for work to proceed shall be replaced and reconstructed to original condition. It is very important that replacement follow immediately behind the construction work.

#### 2.05 TREES AND SHRUBS

Existing trees and shrubs that are disturbed during construction shall be replaced at no additional cost to the contract. The size and type of replacement shall be approved by the Owner and/or Engineer prior to replacement.

#### 2.06 OTHER DEBRIS

The Contractor shall remove, at his own expense from the site, any and all broken pipe, bricks, blocks, lumps of concrete, broken machinery, cans, containers and other trash and debris.

## **PART 3 EXECUTION - Not Used**

#### **SECTION 35 24 00 DREDGING OPERATIONS**

#### PART I GENERAL

#### 1.01 SCOPE

- A. Description of Work: Provide all labor, materials and equipment necessary for the mechanical dredging of approximately 370 cubic yards of bottom material from Mayfield Pond sediment basin located on Mill Street.
- B. The Contractor shall provide, install, maintain and remove a floating turbidity curtain, as required by the EGLE permit.
- C. Temporary stockpiling and dewatering of removed materials\
- D. Trucking of dewatered spoils to an offsite approved and authorized to accept.
- E. Related Work specified Elsewhere

01 22	13	<b>MEASUREMENT</b>	AND	<b>PAYMENT</b>

31 00 00 EARTHWORK

31 25 00 EROSION CONTROL

#### 1.02 SUBMITTALS

Provide Submittals in accordance with technical specifications at least Ten (10) days before mobilizing on the site for the following:

- A. Description of dredge equipment and method of ingress and egress to the site.
- B. Provide a work plan of dredging activities, including equipment, methods, and schedule.
- C. Dredge Materials Management Plan describing the method of materials handling, dewatering, loading, transport, and disposal.
- D. Any special provisions or temporary measures associated with dredging equipment.
- E. Soil erosion and Sediment Control (SESC) measures or other improvements necessary for the loading and dewatering areas.
- F. Floating turbidity barrier material and installation methods.

#### 1.03 HOURS OF OPERATION

A. The hours of operation shall be 8 hours per day 5 days per week or as approved by the Township.

#### 1.04 NOISE

A. Noise caused by normal dredge operation shall conform to all applicable municipal

noise control Ordinance.

#### 1.05 PERMITS

A. Contractor shall comply with all conditions and special provisions of the permits.

#### **PART 2 PRODUCTS**

#### 2.01 MECHANICAL DREDGING EQUIPMENT

A. Provide mechanical dredge equipment, and all ancillary equipment necessary to remove bottom material to the depth shown on the plan, and deliver the dredge material to the approved dewatering and transport area.

#### 2.02 FLOATING TURBIDITY BARRIER

A. The floating turbidity barrier shall be Type II Fastwater Screen by IMS Inc., Elastec, or equal .

#### PART 3 EXECUTION

#### 3.01 DREDGE ACCESS AND OPERATIONS AREAS

- A. Dredge and heavy equipment may be assembled and launched from the Mill Street. The dredge access area may be relocated with approval from the Engineer. Site preparation, including soil erosion and sediment control measures and clearing and grubbing shall be performed by the Contractor in accordance with the Soil Erosion and Sediment Control section 02100 and issued SESC Permit (obtained by Contractor).
- B. The dredge access area including Clark Street ROW lawn areas and Gravel/dirt access road shall be regarded, top dressed and restored to its original condition in accordance with the Soil Erosion and sediment Control Plan and site restoration, as soon as possible after dredging operations are complete and the dredge has been removed from the site.
- C. Temporary sheet piling may be required for stream diversion of lieu of the existing upstream water control structure as provided by Contractor at no additional cost and as approved by the Township. Provide full submittal of materials, equipment, timing of operation.

#### 3.02 FLOATING TURBIDITY BARRIER

- A. The Contractor shall install a floating turbidity barrier or boom (in shallow water depth locations at the locations shown in the Contract Drawings, prior to the commencement of dredging operations. The barrier shall be positioned and installed to a depth to prevent the transport of sediment beyond the dredging zone.
- B. The Contractor shall maintain the floating turbidity barrier during dredging operations.
- C. The floating turbidity barrier shall be removed from the project area upon completion of dredging operations.

#### 3.03 STREAM DIVERSION

- A. Diversion may be required to facilitate dredging and shall be coordinated with the Township. In 2020, EGLE permitting and replacement of the existing stoplogs was performed on the spillway. The contractor may utilize the stoplogs subject to field site investigation and review of condition. All operations of the spillway shall be coordinated and approved by the Township prior to implementing.
- B. Alternatively, the contractor may need to install temporary steel sheet piling upstream of the existing upstream water control structure in order to divert stream flow.
- C. The sheeting shall be driven over a length and to a depth sufficient to divert the stream into the conduit and remain stable throughout the duration of the dredging operations.
- D. The contractor shall remove the temporary steel sheet piling in order to return the stream flow to its natural condition at the completion of dredging operations.

#### 3.04 DREDGE LIMITS

- A. Remove material to the limits indicated on the plans. Notify the Township of any conflict or ambiguity prior to the work.
  - 1. Contractor to provide verification of load tickets for volume removed
- B. Estimated Dredge Volumes.
  - 1. Volumes shown are for reference, field verification is required by contractor

#### 3.05 DREDGING OPERATIONS

- A. All dredging operations shall be performed as specified on the contract drawings and/or EGLE permit herein.
- B. Determine proposed haul routes based on location of offsite disposal site.
- C. Sediment Data: The sediment does not qualify as a hazardous waste.
- D. Repair or replace all damaged surfaces, turf, structures, and equipment disturbed as a result of the dredging activities.

#### 3.06 TEMPORARY MATERIAL MOBILIZATION

- A. On site temporary sediment dewatering area is indicated on the plans:
  - 1. Approximate capacity 370 cy (not accounting for water volume)
- B. Coordinate with Township for designated loading areas. Provide perimeter siltation barrier as indicated to prevent runoff of sediment into adjacent wetlands or surface water.
- C. Mechanical dredging material handling shall include watertight transport trucks and temporary dewatering area as necessary.

#### 3.07 DREDGING MEASUREMENT

- A. Sediment Volume Estimates: Contractor shall calculate the volume of sediment dredged and provide to Township for approval, prior to submission for progress payments.
- B. Final Examination and Acceptance: As soon as practicable after completion of each area of dredging project, the Contractor will notify the owner, who will conduct a post-dredging onsite inspection.
- C. Provide the Township with a copy of any interim measurement / estimates for comparison and prior to submission for payment.

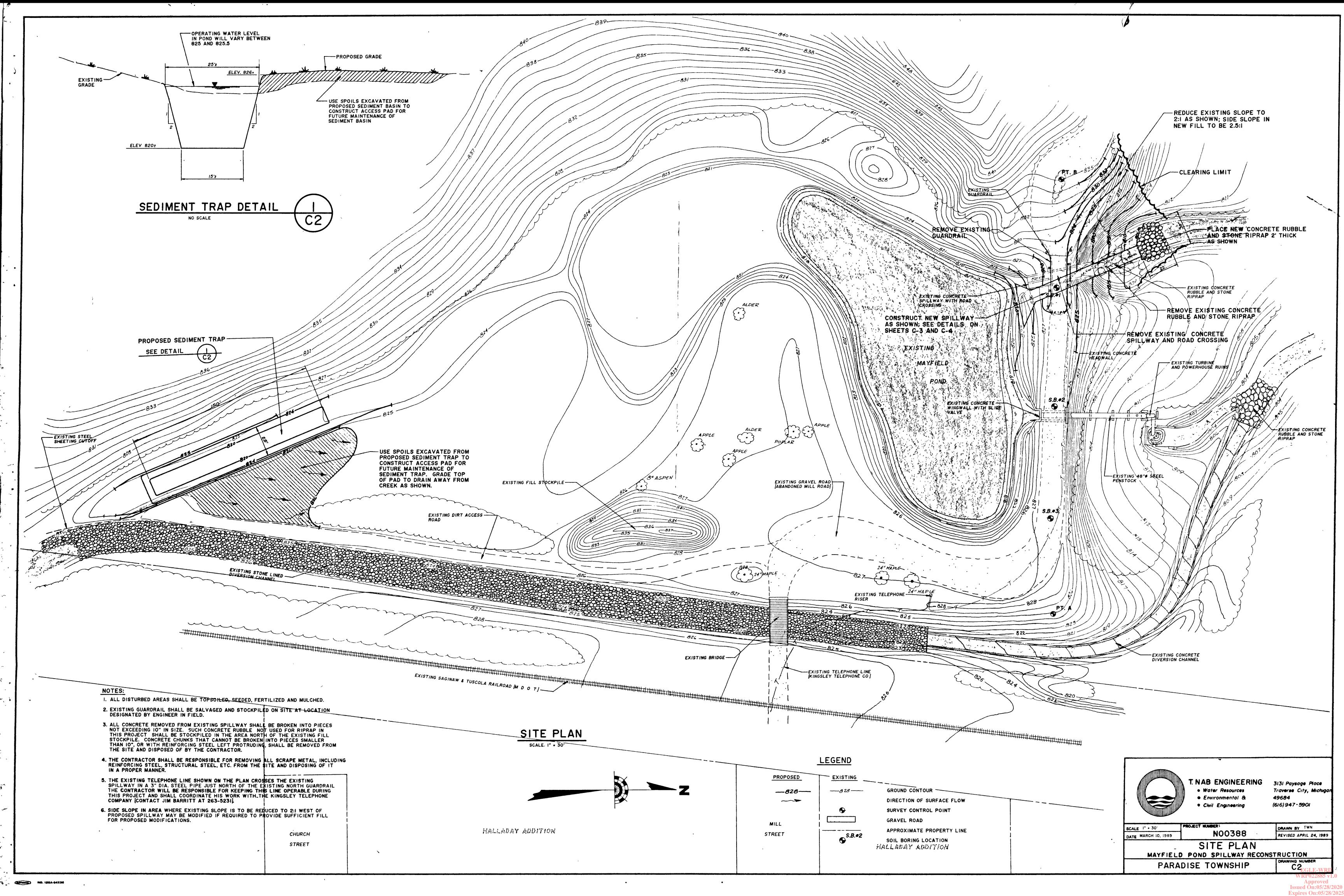
# 1989 SPILLWAY DRAWINGS FOR

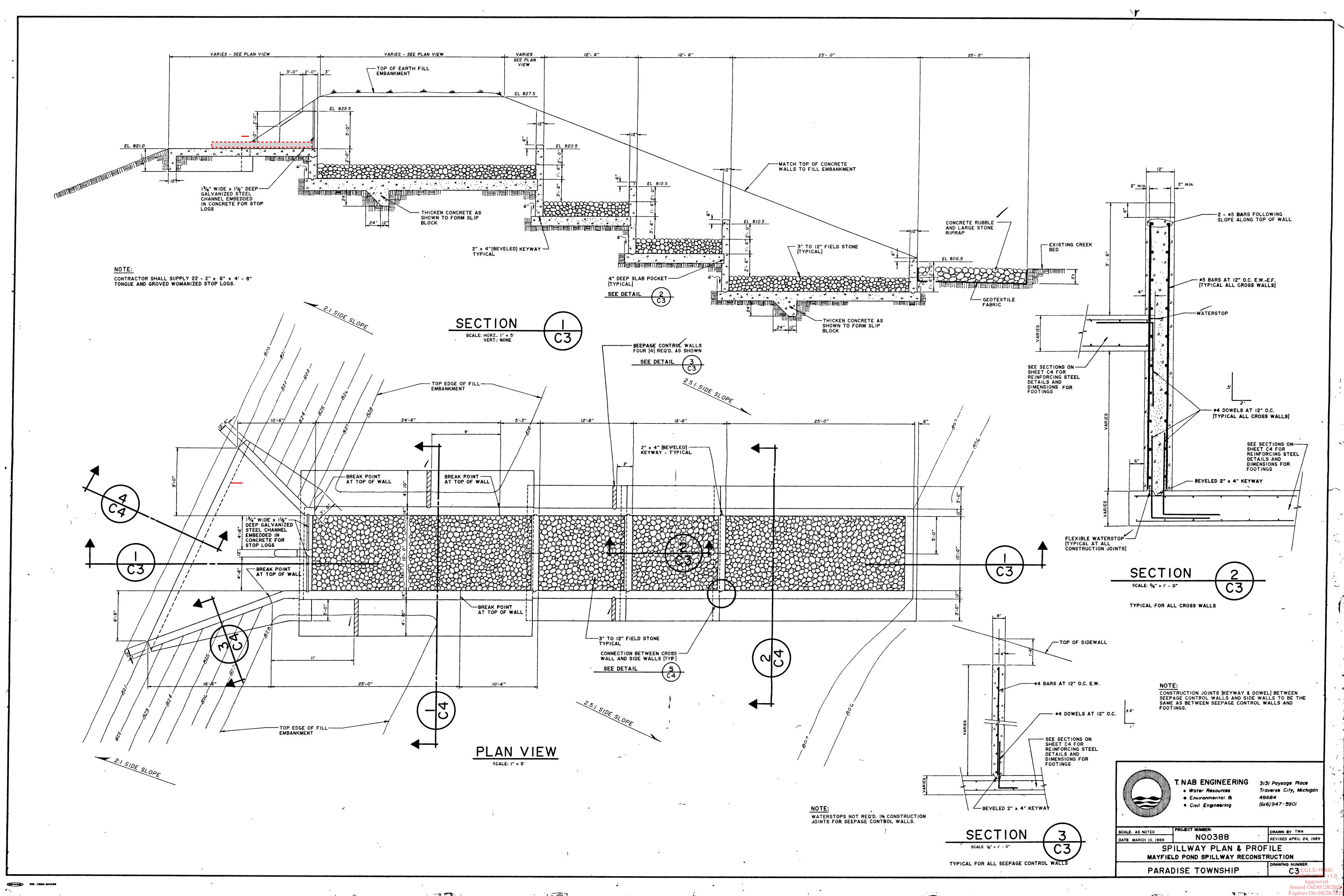
PARADISE TOWNSHIP

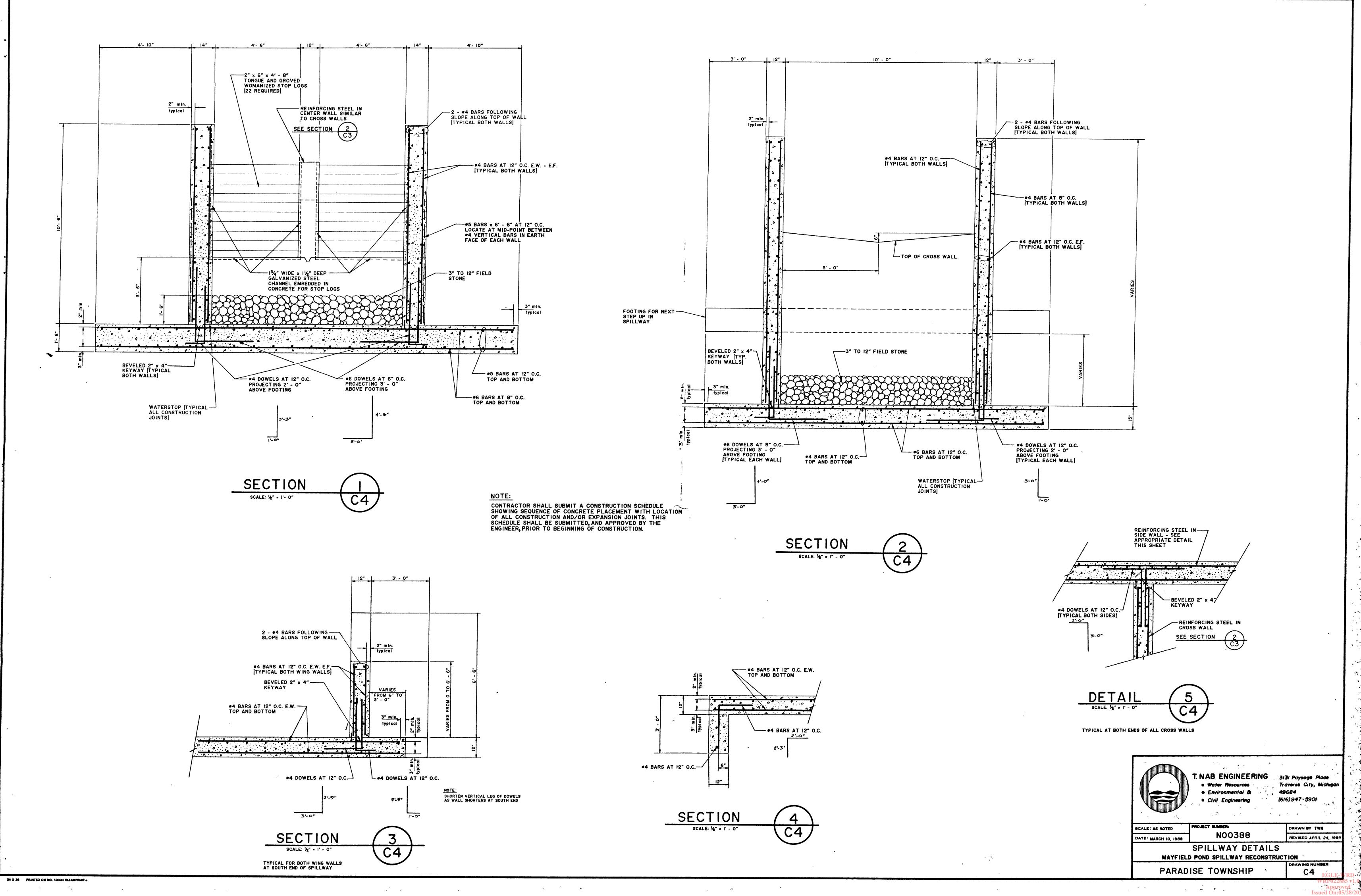
**MAYFIELD POND PARK: ROUTINE DREDGING RFP** 











# 2024 EGLE AND DNR PERMITS ISSUED FOR

# PARADISE TOWNSHIP MAYFIELD POND PARK: ROUTINE DREDGING RFP





# **NOTICE OF AUTHORIZATION**

Permit Number: Site Name:	WRP042398 v. 1.0 28-2200 Mill Street-Kingsley	Date Issued: Expiration Date	August 19, 2024 e: August 19, 2029
P.O. Box 30458,	partment of Environment, Great Lakes, ar Lansing, Michigan 48909-7958, under pro otection Act, 1994 PA 451, as amended;	visions of the Natura	
☐ Part 31	, Floodplain Regulatory Authority of the W	ater Resources Prot	ection.
⊠ Part 30	1, Inland Lakes and Streams.		
☐ Part 30	3, Wetlands Protection.	· ·	. A
☐ Part 31	5, Dam Safety.		
☐ Part 323	3, Shorelands Protection and Managemer	nt.	
☐ Part 325	5, Great Lakes Submerged Lands.		
□ Part 35°	3 Sand Dunes Protection and Manageme	ant	

#### Authorized activity:

Dredge a total of up to 370 cubic yards of material from a 2,000 square foot area of Mayfield Pond. All work shall be completed in accordance with the attached plans and the following permit conditions.

To be conducted at property located in: Grand Traverse County, Waterbody: Mayfield Pond Section 28, Town 26N, Range 10W, Paradise Township

Permittee: Rob Lajko Paradise Township 2300 E. M-113 Kingsley, Michigan 49649

> Joshua Crane Cadillac District Office Water Resources Division 231-577-8112

This notice must be displayed at the site of work.

Laminating this notice or utilizing sheet protectors is recommended.

Please refer to the above permit number with any questions or concerns.



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

Issued To:			* v	è	* 4	
Rob Lajko Paradise Townsh 2300 E. M-113 Kingsley, Michiga	•		•	2		
Permit No: Submission No.: Site Name: Issued: Revised: Expires:	WRP042398 v.1.0 HQ3-MYTE-SPTXV 28-2200 Mill Street-Kings August 19, 2024 August 19, 2029	sley			× ×	
(EGLE), Water Re	ng issued by the Michiga sources Division (WRD), otection Act, 1994 PA 45	under the p	rovision	s of the I	Natural Reso	
Part 303, Wetla	d Lakes and Streams ands Protection Safety Resources Protection (F	☐ Part 32	5, Great l 3, Sand I	Lakes Su Dunes Pr	ubmerged La otection and	Management Inds I Management
Coastal Zone Mar Water Act, Section comply with Mich	at the activities authorize nagement Program and co n 401 that the discharge t igan's water quality requ ciated administrative rule	ertifies with from the act irements in	out cond tivities au Part 31, \	itions ur uthorized Water Re	nder the Fede I under this p	eral Clean permit will
	eby granted, based on pe permit conditions, to:	ermittee ass	surance o	f adhere	nce to State	of Michigan
Authorized Activit	ty:		Α	č.		
	up to 370 cubic yards of all work shall be complete conditions.					
Naterbody Affected	d: Mavfield Pond	. ,,		# * _ # _ # _ # _ # _ # _ # _ # _ # _ #		

Grand Traverse County, Paradise Township, T26N, R10W, Section 28

Property Location:

#### Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. Permittee shall notify EGLE within one week after the completion of the activity authorized by this permit by completing the "Notify EGLE upon Completion of Project" Schedule in MiEnviro.
- J. This permit shall not be assigned or transferred without the written approval of EGLE.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also

- submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- U. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- V. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- W. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
- X. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
  - 1. This stream falls under the authority of Part 305, Natural Rivers, of the NREPA. Authorization under Part 305 must be obtained prior to beginning the work authorized by this permit. For information regarding a Natural River Zoning Permit, please contact Patrick Ertel from the Department of Natural Resources.
  - 2. Authority granted by this permit does not waive permit or program requirements under Part 91 of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit <a href="https://www.michigan.gov/egle/about/organization/water-resources/soil-erosion/sesc-overview">https://www.michigan.gov/egle/about/organization/water-resources/soil-erosion/sesc-overview</a> and select "Soil Erosion and Sedimentation Control Agencies".
  - 3. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.
  - 4. Prior to commencement of any dredging authorized by this permit, the entire dredged area shall be enclosed with a turbidity curtain to prevent off-site siltation. The turbidity curtain shall be installed to extend from the bed of the waterbody to a point above the existing water's surface. The turbidity curtain shall be maintained for the duration of the project and shall be left in place after completion of dredging until all disturbed sediments have settled. In the event there is a problem with the turbidity curtain, and a failure to contain the sediments from leaving the project site, the project shall be immediately stopped, evaluated, and appropriate measures shall be taken to stop the release of sediments/turbidity.
  - 5. Dredged material, including organic and inorganic sediment, vegetation, and other material removed from bottomlands, shall not be placed in any wetland, floodplain or critical dune, or below the ordinary high-water mark of any inland lake, Great Lake, or stream. Dredged material placed

- on upland shall be stabilized in such a manner to prevent erosion of any material into any waterbody, including wetlands, or floodplain.
- 6. The permittee is advised of other potential requirements and legal liabilities under other statutes for placement of dredge material on upland and is responsible for compliance with all applicable local, state, and federal regulations. Please review the information under Dredging Documents at the attached link: <a href="https://www.michigan.gov/deg/0,4561,7-135-3312">https://www.michigan.gov/deg/0,4561,7-135-3312</a> 4123-14201--,00.html
- 7. Prior to any additional application for dredging at this site, the permittee shall provide much further consideration to the decommissioning of the dam and restoration of the stream channel.
- 8. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.
- 9. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
- 10. The permit placard shall be kept posted at the work site in a prominent location at all times for the duration of the project or until permit expiration.
- 11. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, WRD, will be for a five-year period beginning on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

Issued By:

Joshua Crane

Cadillac District Office Water Resources Division

231-577-8112

#### THIS PERMIT MUST BE SIGNED BY THE PERMITTEE TO BE VALID.

I hereby assure that I have read, am familiar with, and agree to adhere to the terms and conditions of this permit.

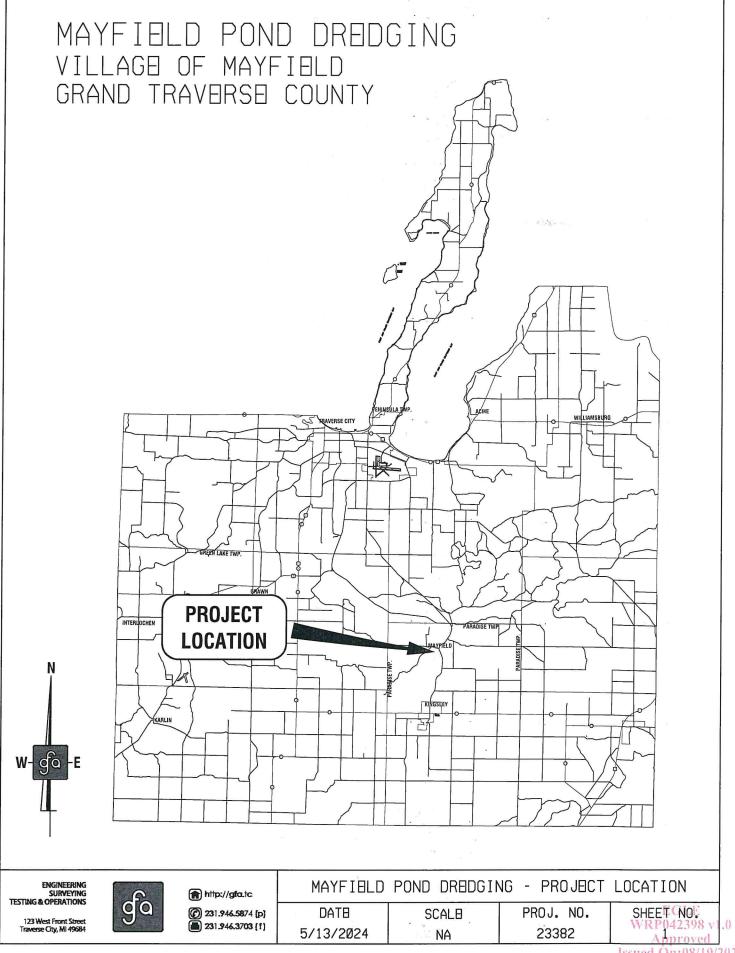
Permittee Signature

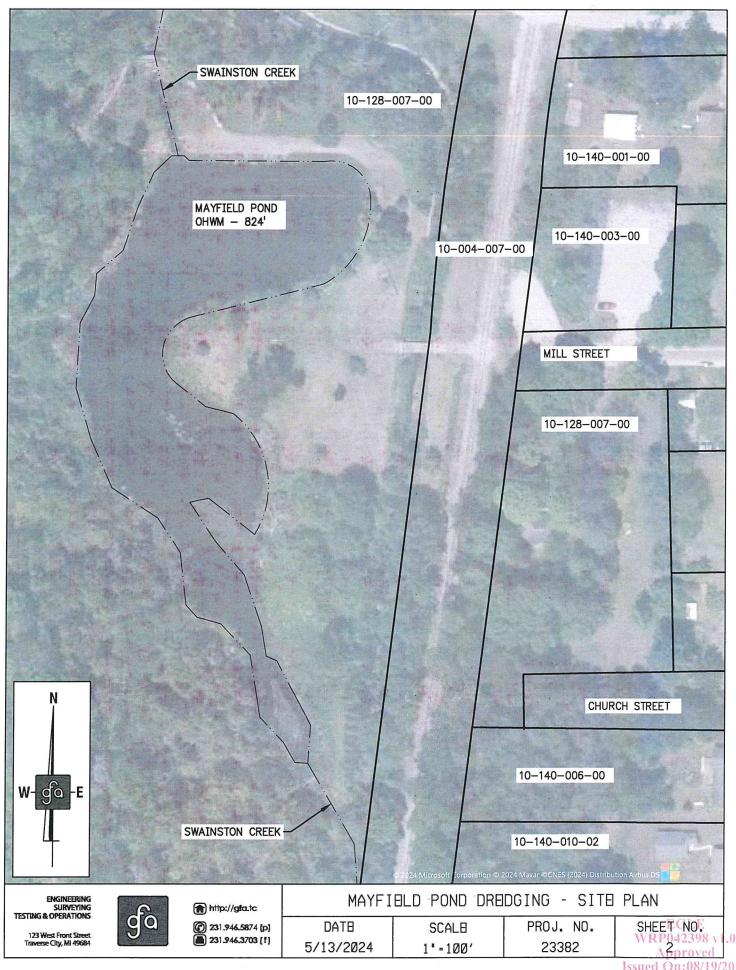
Date

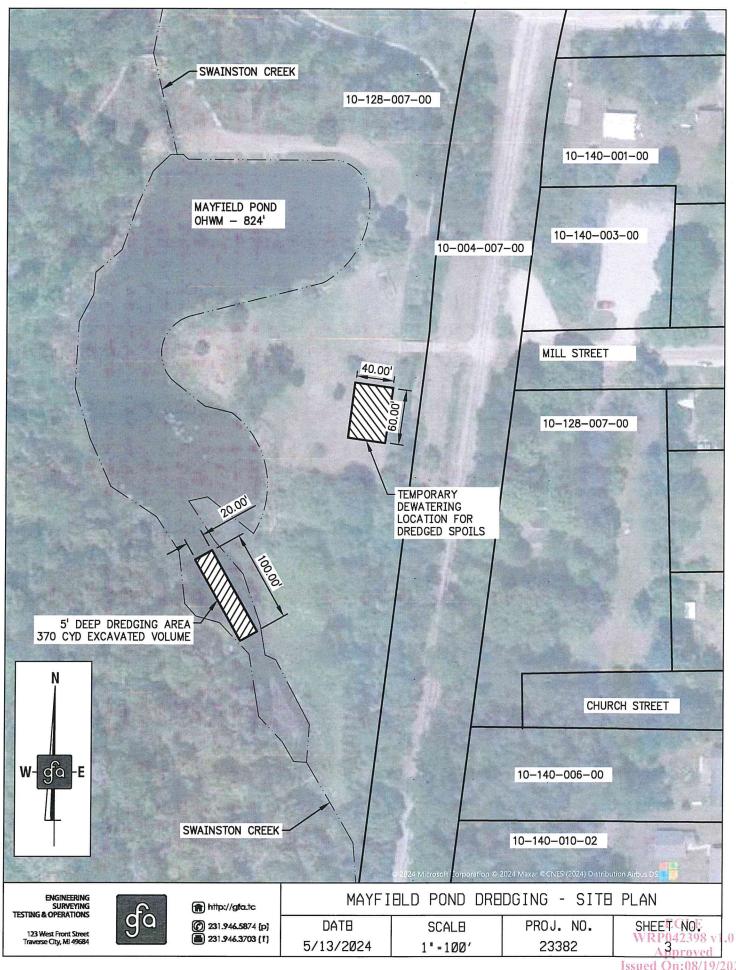
jc/sh

Attachment

CC: Paradise Township Clerk
Grand Traverse CEA
Grand Traverse County Clerk
Patrick Ertel, DNR







# GRETCHEN WHITMER GOVERNOR

#### STATE OF MICHIGAN

#### DEPARTMENT OF NATURAL RESOURCES

LANSING



November 6, 2024

Rob Lajko Paradise Township 2300 E M-113 Kingsley, Michigan 49649

Dear Rob Lajko:

Enclosed is your Natural River Zoning Permit (BM2024002U) for your project to excavate the sand trap in Mayfield Pond on Swainston Creek, in Paradise Township, Grand Traverse County. This permit authorizes you to excavate a sand trap 100ft long, 20ft wide, to a depth of 5ft on Swainston Creek, in the Mayfield Pond. Spoils shall be removed completely from the Natural Rivers District. Please note that this zoning permit is valid for two years.

Other local permits are also required, and you should contact your township and county offices for further information. Also note that any future construction within 400 feet of the river is not authorized by this permit, including buildings, stairways, boardwalks, docks, decks, fences, driveways, septic systems, etc. requires a separate Natural River Zoning Permit.

Sincerely,

Patrick Ertel Natural Rivers Administrator Fisheries Division 989-370-1163

Enclosure



Michigan Department of Natural Resources - Fisheries Division

#### NATURAL RIVER UTILITY / PUBLIC AGENCY PERMIT

Issued under authority of Public Act 451, Part 305, Natural Rivers, of 1994 as ammended. Failure to comply with the conditions of this permit shall be cause for revocation of this permit and may result in initiation of enforcement action.

Grand Traverse / 26N - 10W / 28 / Boardman - Swains	Date of Issue: 11/04/2024  Telephone Number of Permitt (231) 263-5251  Property Address: 2200 Mill St  Property City, State, and Zipo Kingsley, MI 49649	
Name of permittee:  Paradise Township - Rob Lajko  Address: 2300 E M-113  City, State, and Zipcode:  Kingsley, MI 49649  County / Town - Range / Township Name / Section / QQ (Tributary / R  Grand Traverse / 26N - 10W / 28 / Boardman - Swains	Telephone Number of Permitt (231) 263-5251 Property Address: 2200 Mill St Property City, State, and Zipo Kingsley, MI 49649	tee:
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Paradise Township - Rob Lajko  Address: 2300 E M-113  City, State, and Zipcode: Kingsley, MI 49649  County / Town - Range / Township Name / Section / QQ (Tributary / R  Grand Traverse / 26N - 10W / 28 / Boardman - Swains	(231) 263-5251  Property Address: 2200 Mill St  Property City, State, and Zipo Kingsley, MI 49649	
2300 E M-113  City, State, and Zipcode:  Kingsley, MI 49649  County / Town - Range / Township Name / Section / QQ (Tributary / R  Grand Traverse / 26N - 10W / 28 / Boardman - Swains	2200 Mill St  Property City, State, and Zipo Kingsley, MI 49649	ode:
City, State, and Zipcode:  Kingsley, MI 49649  County / Town - Range / Township Name / Section / QQ (Tributary / R  Grand Traverse / 26N - 10W / 28 / Boardman - Swains	2200 Mill St  Property City, State, and Zipo Kingsley, MI 49649	ode:
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	iver Name):	
Grand Traverse / 26N - 10W / 28 / Boardman - Swains	iver ivalle).	Property Tax No.:
		10-128-007-00
Subdivision / Lot #:		<u> </u>
None		
Description of Use:		
Mechanically dredge the existing sediment trap: 100	feet long by 20 feet wide b	v 5 feet deep.
, , , ,	5 ,	•
	ERTIFICATION	
	ERTIFICATION	
I hereby certify that I have inspected the site of the appre	oved use as described above	
		e and find that the site inspection
confirms all information contained in the approved applic		
confirms all information contained in the approved applic		
confirms all information contained in the approved applicattached to such approval.		
attached to such approval.  Inspection Date:	Cation for permit, variance, or Applicant/Agent Present Durin	specific use, including conditions
attached to such approval.	cation for permit, variance, or	specific use, including conditions
attached to such approval.  Inspection Date: 10/29/2024	Cation for permit, variance, or Applicant/Agent Present Durin	specific use, including conditions
attached to such approval.  Inspection Date: 10/29/2024  This zoning permit is approved subject to the following conditions:	Applicant/Agent Present Duri	specific use, including conditions
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**LIABILITY.** Permittee hereby releases, waives, discharges and covenants not to sue, the State of Michigan, its departments, officers, employees and agents, from and and all liability to Permittee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands therefore, on account of injury to persons or property, or resulting in death of Permittee, its officers, employees or agents, whether caused by the State of Michigan, its departments, officers, employees or agents, in reference to the activities of this permit

**IDEMNIFICATION.** Permittee hereby covenants and agrees to idemnify and save harmless, the State of Michigan, its departments officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurance related to (1) this permit; (2) the activities authorized by this permit; and (3) the use or occipancy of the premises which are the subject of this permit, as well as any other state-owned lands. This indemnification and save harmless agreement shall extend to all loss, injury, death or damage, proximity caused or arising out of the negligence of the State of Michigan, its departments, officers, employees and agents.

I have read the terms and conditions contained in this permit. By commencing construction, I agree to abide by same and assume all obligations contained herein. I understand that Issuance of this permit does not revoke, annul, cancel, or in any way impair or interfere with existing provisions of law, ordinances, or any rules, regulations, or premises or with any private restrictions placed upon property by covenant or deed.

