**CHARTER TOWNSHIP OF CANTON, MICHIGAN**  
**ACCEPTANCE OF MUNICIPAL INSURANCE REQUIREMENTS**  
**AND GENERAL CONSTRUCTION REQUIREMENTS**

**PROJECT:** ____________________________________________________________________  
“the Project”

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We, hereby, accept the Charter Township of Canton Municipal Insurance Requirements and General Construction Requirements which are attached hereto and made a part of this acceptance, and agree to construct, or cause to be constructed, the Project in strict accordance therewith.

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**Project Sponsor (SIGNATURE)**  
**Witness for the Project Sponsor (SIGNATURE)**

**Project Sponsor (PRINTED NAME)**  
**Witness for the Project Sponsor (PRINTED NAME)**

**Contractor (SIGNATURE)**  
**Witness for the Contractor (SIGNATURE)**

**Contractor (PRINTED NAME)**  
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GENERAL CONSTRUCTION REQUIREMENTS

1.0 GENERAL

The Project, Municipality, Project Sponsor, Contractor, Engineer, and Designer referred to in the Preconstruction Requirements, Insurance requirements, and these General Construction Requirements are described and named on Attachment II titled “Acceptance of General Construction Requirements and Municipal Insurance Requirements.”

2.0 SUPERVISION

2.1 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 and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

2.2 Contractor shall keep on the Work, at all times during its progress, a competent superintendent who shall not be replaced without written notice to Municipality and Engineer except under extraordinary circumstances. Any superintendent or foreman who neglects to have Work done in accordance with the Plans and Specifications shall be removed from the Project. The superintendent will be Contractor’s representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

3.0 LABOR AND EQUIPMENT

3.1 The Contractor shall employ only workmen skilled in their various duties.

3.2 The Contractor shall not carry on construction operations on Sundays or holidays without the permission of the Municipality, except for the purpose of making emergency repairs and for the proper protection of the Work, such as the curing of concrete.

3.3 The Contractor shall furnish and use such adequate and proper machinery and equipment as will insure the Work being done in a satisfactory manner.

4.0 PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device material or process covered by letters patented or copyrighted, he shall provide for such use by suitable legal agreement with the patentee or patent owner. The Contractor shall indemnify, save harmless, and defend the Municipality for any and all claims for infringement by reason of the use of any such patent, design, device, material or process, or trademark
or copyright in connection with the Work agreed to be performed under this project, and shall indemnify the Municipality for any costs, expense and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the Work.

5.0 LAWS TO BE OBSERVED

In all operations connected with the Work, all Federal and State Laws, local ordinances, and laws or by-laws controlling or limiting in any way the actions of those engaged on the Work shall be strictly complied with by the Contractor and all employees working under his direction.

6.0 SANITARY PROVISIONS

The Contractor shall be responsible for installation, maintenance and removal of temporary sanitary facilities for use of construction personnel. All rules and regulations of the state and local health officials shall be observed, with precautions taken to avoid creating unsanitary conditions.

7.0 CLEANLINESS OF THE WORK

7.1 The Contractor shall, at all times, keep the highway and any public or private premises temporarily occupied by him for purposes of Work under this Project, free from accumulations of waste material or rubbish caused by his employees or Work. This requirement shall also apply to any areas in the vicinity of the Work which are affected by the Contractor’s construction or hauling operations.

7.2 If the Contractor shall fail to keep the above noted areas cleaned of dust or debris resulting from his operations, and thereby shall create any public nuisance, he shall be so notified in writing by the Engineer. If within 24 hours after receipt of such notice the Contractor shall fail to clean such areas satisfactorily, the Engineer shall have such other agency as he shall designate, perform the Work and all costs of such cleaning shall be paid for by the Contractor.

8.0 PUBLIC CONVENIENCE AND SAFETY

In accordance with the generally accepted construction practices the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by the Contractor’s operations during the performance of the Work. The Contractor shall comply with all federal and state laws, including the rules and regulations of the State Safety Commission, MIOSHA, Michigan Manual of regulations governing the furnishing and use of all safety procedures, safeguards, safety devices, and protective equipment, and take any and all needed action necessary to protect the life and health of employees on the job and the safety of the public and to protect property for the duration of the Project. This requirement will apply continuously 24 hours per day until acceptance of the Work by the Municipality and shall not be limited to normal working hours. Where sufficient lights and safety devices have not been provided by the Contractor and when, in the opinion of the Municipality or its agents, immediate corrective measures are
considered to be necessary, the Municipality shall have the authority to provide for any additional protective equipment or devices necessary and the cost thereof shall be the obligation of the Contractor.

9.0 PROTECTION AND RESTORATION OF PROPERTY

9.1 The Contractor shall restore, at his own expense, any public or private property damaged or injured in consequence of any act or omission on his part, or on the part of his employees or agents, to a condition equal or better than that existing before such injury or damage was done. If the Contractor neglects to restore or make good such damage or injury, the Municipality may upon 48 hour notice, proceed to restore or make good such damage or injury and to charge the Contractor or Project Sponsor for all costs incurred.

9.2 When it is possible for construction operations to endanger any public or private utility, conduit, or structure, the Contractor shall notify the utility owner of this possibility, and the Contractor shall take such steps as may be required to safeguard such utilities, conduits, or structures.

9.3 Where it is the policy of any utility owner to make its own repairs to damaged conduit or other structures, the Contractor shall cooperate to the fullest extent with the utility, and he shall see that his operations interfere as little as possible with these operations, and the Contractor shall assume the cost of any charge against the Municipality therefore.

9.4 In cases where existing sewers, drains, water service connections or other utilities are encountered, the Contractor shall perform his operations in such a manner that service will be uninterrupted, and the cost thereof shall be at the Project Sponsor’s expense, unless otherwise provided.

9.5 All trees and shrubs, which are not designated to be removed, shall be protected from injury by the Contractor. When excavating adjacent to trees or shrubs, the Contractor shall exercise due care and caution so not to unnecessarily disturb or damage the roots of trees or shrubs. Roots that are exposed and injured during excavation shall be cut clean and smooth with an approved root-pruning tool prior to backfilling. Other physical damage to the trunk or branches of trees and shrubs shall be satisfactorily repaired at the Contractor’s expense.

9.6 Trees or shrubs which die subsequent to construction, are damaged beyond repair, or are removed without authorization shall be replaced in kind or paid for by the Contractor prior to final acceptance of the Project.

10.0 INDEMNIFICATION

10.1 The Contractor agrees that he is thoroughly familiar with the Work to be done under this project and is familiar with all safety regulations of the local, state and federal governments applicable to the Work and will provide experienced and qualified full time superintendents, supervision and direction of all Work done on the project previously described; and further
10.2 The Contractor agrees to indemnify, defend, and save harmless the Municipality and his Engineer, their consultants, agents and employees, from and against all loss or expense (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs, if applicable) by reason of liability imposed by law upon the Municipality and his Engineer, their consultants, agents and employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property is due or claimed to be due to the negligence of the Contractor, his Sub-Contractors, the Municipality and his Engineer, their consultants, agents and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the Municipality or his Engineer, and their consultants and further excepting such injury or damage due to any professional negligent act, error and omission of the Municipality and his Engineer, their consultants, agents and employees.

11.0 PROJECT SPONSOR’S RESPONSIBILITY FOR WORK

Until the acceptance by the Municipality, the Work shall be under the charge and care of the Project Sponsor. He shall take every necessary precaution against injury or damage to any part of the Work by the action of the elements or by any other cause whatsoever. The Project Sponsor shall rebuild, repair, restore and make good, at his own expense, all injuries and damage to any portion of the Work occasioned by any cause before its completion and acceptance.

12.0 COOPERATION OF CONTRACTOR

The Contractor shall conduct his operations so as to interfere as little as possible with those of other Contractors, utilities or any public authority on or near the Work previously described. The Municipality reserves the right to perform other Work by contract or otherwise, and to permit public utility companies and others to do Work on or near the Project during progress of the Work. The Contractor shall conduct his work and cooperate with such other parties so as to cause as little interference as possible with their operations of such other parties, or Work indicated or shown on the plans in the proposal, will not be considered.

13.0 CONSTRUCTION STAKES

13.1 The Contractor will provide a construction survey and will furnish suitable stakes and marks showing the locations on the surface of various parts of the Work. The Contractor shall furnish such labor and assistance as may be required in setting stakes and markers. It will be the responsibility of the Contractor to transfer surface line and grade for any tunnel or other than normal surface open-cut operations, which he may conduct, and also for any operations where ordinary surface line and grade is not feasible.
13.2 The Contractor shall provide such masts, scaffolds, batter boards, straightedges, templates or other devices as may be necessary to facilitate laying out, inspecting and constructing the work.

13.3 The Contractor shall submit a staking schedule and order location, line and grade stakes in quantities that he can reasonably protect and preserve. At the pre-construction meeting, the Contractor and Engineer shall mutually agree upon the amount of advance notice required for such line and grade stakes, normally a minimum of 72 hours. When the Contractor fails to preserve the construction survey stakes or requests relocation of stakes he previously ordered, he shall be responsible for the cost of such restaking.

13.4 The Contractor shall bear all expense involved in re-establishing and/or resetting any survey control point, land survey point or monument disturbed by his operation.

14.0 AUTHORITY OF THE ENGINEER AND DESIGNER

14.1 On all Work related to public improvements, the Engineer shall decide all questions which may arise relating to the quality and acceptability of materials furnished and Work performed.

14.2 Questions related to design will be referred to the Designer for resolution with approval required by the Engineer.

15.0 ADJUSTMENTS OF LINE AND PROFILE

15.1 Minor adjustments of alignment and profile may be allowed by the Engineer to avoid obstructions whose presence or exact locations are not known, or for compensation of differences between preliminary measurements and actual construction layout measurement, or on account of variations between record and actual locations of existing utilities to which the Work under this Project will be connected or will be encountered during the construction operation.

15.2 Adjustments that may affect design or the complexity of the Work will be referred to the Designer for resolution and require the approval of the Engineer.

16.0 AUTHORITY AND DUTIES OF RESIDENT PROJECT REPRESENTATIVE

16.1 The Resident Project Representative may be appointed by the Engineer and directed to observe all materials used and all Work done. The observation may extend to all or any part of the Work and to the preparation or manufacture of the materials for use in the Work. The Resident Project Representative is not authorized to revoke, alter, enlarge, or relax any of the provisions of these General Construction Requirements or the specifications nor to change the plans in any particular, nor are they authorized to approve or accept any portion of the completed Work. The Resident Project Representative on the Work will inform the Engineer as to the quality of the materials
being used. He will also call to the attention of the Contractor any failure to follow
the plans and specifications that he may observe. In no instance, shall any action or
omission on the part of the Resident Project Representative relieve the Contractor of
the responsibility of completing the Work in accordance with the plans, specifications
or local requirements.

16.2 The Resident Project Representative shall in no case act as foreman or perform any
duties for the Contractor, nor interfere with the management of the Work by the latter.
Any advice which the Resident Project Representative may give the Contractor shall
in no case be construed as binding upon the Engineer in any way, or releasing the
Contractor from fulfilling all of the terms of the contract or local requirements.

17.0 SAMPLING OF MATERIALS

Sampling of materials will be made by the Engineer in accordance with the methods
designated by the specifications or local requirements. The Contractor shall furnish
such facilities as the Engineer may require for collecting, storing and forwarding
samples to the laboratory. The Contractor in all cases shall furnish the required
samples to the Engineer without charge.

18.0 TESTS OF MATERIALS

18.1 All materials in the Work shall meet the requirements of their respective specifications.

18.2 Tests of materials will be made as specified herein. The Engineer shall, at all times,
have access to all materials intended for use in the Work as well as to the plants where
such materials are produced. Plant inspection may be made if the quantities are
sufficient to warrant such inspection and if it is to the best interest of the Municipality.
In any case, materials may be either inspected or tested when received on the Project.
Materials shall not be used until approval has been received from the Engineer.
Approval of materials at the producing plant does not constitute a waiver of the
Engineer’s right for re-examination at the Project site.

18.3 The standards for testing materials unless otherwise specified herein, shall be as
established by the American Society for Testing and Materials. All tests of materials
will be made in accordance with the methods described or designated in the
Specifications.

18.4 The sampling and testing of all materials not specifically mentioned shall be done by
generally accepted methods, unless otherwise specified by the Engineer.

19.0 STORAGE OF MATERIALS

19.1 Materials, the qualities of which have been approved, if stored for future use, shall be
stored so as to ensure the preservation of their quality and fitness for the Work. The
storage area shall be located so as to cause minimum interference with traffic
(pedestrian and/or vehicular). No material shall be stored closer than seven (7) feet to
the edge of a pavement or traveled way open to the public.
19.2 Materials that have been stored shall be subject to retest and shall meet the requirements of their respective specifications at the time they are to be used in the Work.

20.0 CERTIFICATION OF MATERIALS

At the request of the Engineer, the Contractor shall provide the Engineer with certification that the various materials to be used conform to the standards referred to on the plans or in the specifications.

21.0 DEFECTIVE MATERIALS

All materials which do not meet the requirements of the specifications at the time they are to be used will be rejected and, unless otherwise permitted by the Engineer, shall be removed immediately from the Work.

22.0 WARRANTY AND GUARANTEE

Contractor warrants and guarantees to Municipality and Engineer that all Work will be in accordance with approved plans and specifications and will not be defective. All defective Work, whether or not in place, may be rejected or corrected as provided by Section 26.0 “Correction or Removal of Defective Work”.

23.0 ACCESS TO WORK

Engineer and Engineer’s representatives, Municipality, Testing Agencies, and Governmental Agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.

24.0 TESTS AND INSPECTIONS

24.1 Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests or approvals.

24.2 If any law and regulation, code, or order of any public body having jurisdiction requires any Work or part thereof to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing, or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Municipalities acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work.

24.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any Public body having jurisdiction shall be performed by organizations acceptable to Municipality and Contractor or by Engineer if so specified.
24.4 Cost of materials to be used in inspection and transportation costs shall be paid for by the Contractor.

24.5 Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from his obligations to perform the Work in accordance with the General Construction Requirements.

25.0 UNCOVERING WORK

25.1 If any Work is covered without written concurrence of Engineer, or contrary to the written request of Engineer, it shall, if requested by Engineer, be uncovered for Engineer’s observation. Such uncovering shall be at Contractor’s expense unless Contractor has given Engineer timely written notice of his intention to cover such Work and Engineer has not acted with reasonable promptness in response to such notice.

25.2 If Municipality considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Municipality request, shall uncover, expose or otherwise make available for observation, inspection or testing as Municipality may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. Except as previously specified in paragraph 24.1, the cost of Work shall be paid for as follows: If it is found that such Work is defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals). If, however, such Work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15%) percent, shall be allowed the contractor by the Municipality.

26.0 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with nondefective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby.

27.0 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

The Contractor shall remove any existing structure or part of a structure which is to be replaced or rendered useless by new construction. Salvage material derived therefrom shall become the property of the Contractor and shall be disposed of by him except as otherwise provided in the specifications, or the plans.
28.0 FINAL CLEANING UP

Upon completion and before final acceptance of the Work, the Contractor shall remove all false work, excavated, excess, or useless material, rubbish, temporary buildings, bridges and approaches, replace or renew any fences damaged, and restore in an acceptable manner all property, both private, which may have been used or damaged during the prosecution of the Work. The Contractor shall replace signs, mail boxes, or other necessary appurtenances which have been temporarily removed. All excavated material and false work placed in stream channels during construction shall be removed. The Contractor shall thoroughly clean all pavements, sewers, manholes, catch basins, and other structures affected by his operations whether within or outside of the limits of his Work. The Contractor shall remove from the right-of-way all machinery and equipment and all surplus materials and leave the right-of-way in a neat and presentable condition, satisfactory to the Engineer.

29.0 FINAL INSPECTION

The Engineer shall make inspection of all Work included in the Project, or such portions thereof eligible for acceptance, as soon as possible after notification in writing by the Contractor that the Work is completed or after the Engineer’s records show that the Work is completed. If the Work is not acceptable to the Engineer at the time of such inspection, he shall advise the Contractor in writing as to the particular defects to be remedied before final acceptance. The Contractor shall make written request for review of Work Considered Corrected. The Engineer shall notify the Contractor and Project Sponsor in writing when the Project is acceptable.
CANTON TOWNSHIP PRECONSTRUCTION REQUIREMENTS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

A Preconstruction Meeting will be required between Canton Township and the Contractor prior to the beginning of construction of public improvements.

The following is a summary of preconstruction requirements which shall be fulfilled (where applicable) and evidence supplies to prior to the scheduling of the Preconstruction Meeting. Public Improvements refer to installations such as sanitary sewers, water mains, storm sewers, paving, and site grading where applicable, that will be turned over to the Municipality for use and maintenance.

PERMITS AND APPROVALS

Unless otherwise provided, Canton Township will obtain and is responsible only for assisting the designer and/or project sponsor in obtaining Sanitary Sewer and Water Main Construction Permits. The design, design documents, and required fees for these permits are to be paid by the Contractor, Project Sponsor, or Project Designer.

All other permits and approvals shall be obtained by the Contractor, Project Sponsor, or Project Designer and a copy provided to Canton Township prior to the scheduling of the Preconstruction Meeting. If, for some reason, an agency does not require or agrees to waive a permit when one is usually needed, this shall be stated in writing by a responsible person-in-charge from that agency with a copy furnished to Canton Township.

CONTRACTS

Bona fide copies of the Construction Contract(s) for the proposed improvements shall be provided to Canton Township.

FEES

Appropriate fees shall be deposited with Canton Township for administration, construction, engineering, staking, and inspection. If geotechnical or material testing is required, sufficient funds shall also be deposited for such testing.

CONSTRUCTION SECURITIES

Where applicable, the construction security (i.e., bank letter of credit, cash, or escrow agreement) shall be in an amount equal to one hundred (100%) percent of the total cost of construction plus the contingent amount required by Canton Township and shall be maintained until final acceptance of the Project by Canton Township (Original should be taken to Canton Township). This amount is in addition to the fees mentioned above.

INSURANCE AND BOND REQUIREMENTS

Prior to the Preconstruction Meeting, the Contractor will be required to supply Canton Township with evidence of insurance and bond meeting the requirements stated in the attached, “Municipal Insurance Requirements”. No Preconstruction Meeting will be scheduled until all of the Municipal Insurance Requirements are met.
ACCEPTANCE OF GENERAL CONSTRUCTION REQUIREMENTS AND MUNICIPAL INSURANCE REQUIREMENTS

Evidence of acceptance of General Construction Requirements, Attachment III, which outlines the relationships and responsibilities of the Project Sponsor, Contractor, Municipality, and Engineer, and the Municipal Insurance Requirements, Attachment I, by both the Project Sponsor and the Contractor shall be supplied to Canton Township, prior to establishing a Preconstruction Meeting. The evidence is usually provided by completing Attachment II entitled “Acceptance of General Construction Requirements and Municipal Insurance Requirements.”

EASEMENTS

Easements must be granted to the Municipality for public improvements that traverse private property. Generally, these easements are to be 12 feet wide for a single utility or 20 feet wide for two utilities, centered on the utility or utilities. Actual easement width requirements are determined on an individual basis. Executed easements shall be furnished to the Municipality and a copy furnished to Canton Township, prior to scheduling a Preconstruction Meeting.

When work is performed on, or requires the use of, adjacent property, permission to do so must be obtained from that property owner in appropriate written form and filed with the Municipality, with a copy furnished to Canton Township.

CONSTRUCTION SURVEY (STAKING)

The Project Sponsor or Designer will provide construction surveying for public improvements.

PRECONSTRUCTION MEETING

Prior to construction, but after all of the above items have been compiled, the Contractor shall contact Canton Township to schedule a Preconstruction Meeting to discuss the various Municipal standards, specifications, staking, grading, and inspection of the improvements. At this meeting the Contractor shall be prepared to submit a construction schedule of his proposed order of work and to indicate dates for the completion of the work.
CANTON TOWNSHIP CONSTRUCTION
STAKING SPECIFICATIONS

1. GENERAL REQUIREMENTS

2. Responsibility for Staking

The Surveyor will set stakes and markers showing the locations on the surface of various parts of the work as outlined herein. Any additional stakes shall be provided at the expense of the Contractor. The Contractor shall furnish such labor and assistance as the Surveyor may require in setting the same. It shall be the responsibility of the Contractor to transfer surface line and grade for tunnel operations or for any operations where ordinary surface line and grade is not feasible.

The Surveyor shall utilize surveying instruments run by qualified competent personnel.

1.2 Staking Schedule

The Contractor shall complete a Staking Schedule prior to the starting of any work. The schedule shall show the proposed order of construction operations.

1.3 Line and Grade

The Contractor shall request, three working days in advance, from the Surveyor additional line and grade stakes as the Contractor may reasonably protect and preserve. Such request by the Contractor shall, upon demand, be confirmed in the field to the construction survey crew in writing by the Contractor’s superintendent or foreman.

1.4 Construction Stakes

Stakes shall consist of a single 1" X 2" X 24" stake with station and off-set identified and cut/full designated if required.

1.5 Cut Sheets

Cut sheets shall be prepared for all construction surveying. Cut sheets shall be provided the Project Inspector and Contractor.

2.0 RELOCATION AND RE-ESTABLISHMENT
2.1  Construction Stakes

Where change of location of stakes has been requested by the Contractor, or where the Contractor fails to properly preserve construction survey stakes, such resetting or relocations of stakes shall be done by the surveyor and paid for by the Contractor on the basis of time and materials for such restaking.

2.2  Survey Control Points

The Contractor shall bear all expenses involved in re-establishing and/or resetting any survey control point, land survey point or monument lost or disturbed during his construction operation. Such work shall be done under the direct supervision of a licensed land surveyor.

3.  Staking

3.1  Pipelines Laid to Grade

One staking: Line and grade points at each structure and at not less than 100-foot intervals, with bench marks at maximum ¼ mile intervals.

3.2  Pipelines Not Laid to Grade

One Staking: Line points at each structure with 100-foot intermediate line points.

3.3  Tunnels

First staking: Line and grade to sink the shaft.

Second staking: Line and grade on top of the shaft prior to tunneling.

3.4  Bores

One staking: Line and grade points at each end.

3.5  Drainage

Unless otherwise indicated on the plans or specified herein, the Contractor shall bear all expenses including the staking of line and grade required to restore proper grading of surface drainage, including swales and ditches disturbed during the construction operation.
3.6 **Earth Work**

a. Parks, Parking Lots or Site Improvement

First staking: Line points at 300-foot intervals for clearing and grubbing.

Second staking: Final grade points on 100-foot grid and grade changes.

b. Site Improvement Paving

First staking: Line points at 300-foot intervals for clearing and grubbing.

Second staking: Perimeter dike or bank alignment points offset at corners with two bench marks on site.

3.7 **Open Drains**

a. New Drain Improvements

First staking: Line points at 300-foot intervals and angle points for clearing and grubbing.

Second staking: Line and grade points at 100-foot intervals, angle points, grade changes and structures.

b. Drain Cleanouts

One staking: Line and grade points at 100-foot intervals, angle points, grade changes and structures.

3.8 **Roadway without Curb and Gutter**

One staking: Line and grade points for road centerline finish surface at 50-foot intervals and at grade changes, points or curve and at 25-foot intervals on curves.

3.9 **Roadway with Curb and Gutter**

One staking: Line and grade points for top of curb at 50-foot intervals and at grade changes, points of curve and at 25-foot intervals on curves.

3.10 **Buildings and Structures**

One staking: Two intersection base lines and a minimum of two bench marks on the site. Two bench marks each side of water course to be provided for bridges.
Municipal Insurance and Bond Requirements

The Contractor, Subcontractor(s) or Sub-subcontractor(s) shall purchase and maintain during the term of the Project such insurance as will protect Canton Township from claims arising out of the work described in this Contract and performed by the Contractor, Subcontractor(s) or Sub-subcontractor(s) consisting of:

1. **Workers’ Compensation Insurance:** The Contractor, Sub-Contractor(s) or Sub-subcontractor(s) shall procure and maintain during the life of this contract, Workers Compensation Insurance, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability:** The Contractor, Sub-Contractor(s) or Sub-subcontractor(s) shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and aggregate, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions:
   
   A. Contractual Liability
   
   B. Products and Completed Operations
   
   C. Independent Contractors Coverage
   
   D. Broad Form General Liability Extensions or equivalent
   
   E. Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

3. **Automobile Liability:** The Contractor, Sub-Contractor(s) or Sub-subcontractor(s), shall procure and maintain during the life of this contract Automobile Liability Insurance, including Michigan No Fault Coverage, with limits of liability not less than $1,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Umbrella or Excess Liability:** An Umbrella or Excess Liability policy shall be provided that shall apply to the Contractor’s, Sub-Contractor(s) or Sub-subcontractor(s) General Liability and to his Automobile Liability Insurance with language at least as broad as the primary or underlying policy(s). The Contractor, Sub-Contractor(s) or Sub-subcontractor(s) are granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested.
5. Owners’ and Contractor Protective Liability: The Contractor or Sub-Contractor shall procure and maintain during the life of this contract, a separate Owners’ and Contractor’s Protective Liability Policy with limits of liability not less than $1,000,000 per occurrence and aggregate, Personal Injury, Bodily Injury, and Property Damage. The Charter Township of Canton shall be the “Named Insured” on said coverage.

6. Additional Insured: Commercial General Liability Insurance and Automobile Liability Insurance as described above, shall include an endorsement stating that the following shall be Additional Insured: Canton Township, its employees, elected and appointed officials and volunteers.

7. The required limits of liability for the insurance coverages requested shall be not less than those specified in the Limits of Liability provided below.

8. Maintenance Bonds: A Maintenance Bond will be secured for construction of underground of utilities for Water Main and Sanitary Sewer for 1 year. A maintenance bond will be secured for Paving for 2 years. The reviewing Engineer will provide the amount required for each bond. An example and clean bond form have been provided for your convenience. All bonds must be signed, sealed and witnessed, original bonds delivered to Canton Township.

**INSURANCE – OTHER REQUIREMENTS**

1. Cancellation – Notice of Cancellation or Intent Not to Renew. Policies will be endorsed to provide that at least 30 days written notice shall be given to the Municipality of cancellation or of intent not to renew.

2. Evidence of Coverage – Prior to the preconstruction meeting, the contractor shall furnish to the Municipality two (2) copies of Certificates of Insurance in force for the amounts and types of insurances required, except for the Owner’s Protective Liability Insurance. These certificates shall include all the items prescribed by this section including the agreement to cancellation provisions. All copies of Certificates of Insurance and Insurance Policies shall include the specific project name and location of work.

The Contractor shall furnish to the Municipality two (2) complete “originally signed” copies of the Owner’s Protective Liability Policy. The Municipality reserves the right to request complete copies of other policies if deemed necessary. Ascertain details of coverage not provided by the certificates. Such policy copies shall be “Originally Signed Copies”, and so designated.
3. Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than VII and a policyholder’s service rating no lower than A (-) as listed in A.M. Best’s Key Rating Guide, current edition. Companies with ratings lower than A (-) VII will be acceptable only upon written consent of the Municipality. Please provide the NAIC codes for the insurers. Canton Township will verify that the insurers are in good standing.

4. Name of project must appear on all certificates of insurance.
Insurance Checklist

Date: ______________________ Contractor: ______________________

Project: ______________________ Prepared By: ______________________

___ A.M. Best Company Carrier Rating (must be A (-) VII or higher), ratings will be verified by Canton Township.

-Include the **NAIC** code for the insurers (located in the upper right hand corner)

___ Insured name matches name on contract or use agreement

___ General Liability limits are acceptable:

- General Aggregate - $1,000,000
- Personal and Adv Injury - $1,000,000
- Each Occurrence - $1,000,000
- Fire Damage - $50,000
- Medical Expenses - $5,000

___ Underground Contractor (must include XCU on General Liability Policy)

___ Automobile Liability limits are acceptable: - $1,000,000

___ Excess coverage limits are acceptable:

- Each occurrence - $2,000,000
- Aggregate - $2,000,000

___ Workers Compensation coverage is provided

___ All Coverage dates cover use dates. Include setup/takedown time.

___ Certificate holder is correct

___ Additional insured language is correct

___ Cancellation provision is correct

___ OCP policy is correct - Insured is Canton Township (No additional insured accepted)

- Limits:
    - Each occurrence - $1,000,000
    - Aggregate - $1,000,000
CANTON TOWNSHIP

Insurance – Limits of Liability

The required limits of liability for insurance coverages requested in the Municipal Insurance Requirements shall be not less than the following:

A. **Worker’s Compensation**

   Coverage A – Compensation Statutory
   Coverage B – Employer’s Liability Each Accident $100,000 Disease – Policy Limit $500,000 Disease – Each Employee $500,000

B. **Comprehensive General Liability (X,C,U coverage applies)**

   General Aggregate $1,000,000 Products - Completed Operations Aggregate $1,000,000
   Personal and Advertising Injury $1,000,000
   Each Occurrence $1,000,000 Fire Damage (any one fire) $50,000 Medical Expenses $5,000
   Per Job Aggregate Required? __Yes __No

C. **Comprehensive Automobile Liability**

   Combined Single Limit including Michigan required No-fault protection $1,000,000
   - including all owned, non-owned or hired vehicles

D. **Umbrella or Excess Liability**

   Each Occurrence $2,000,000
   Aggregate $2,000,000

E. **Owner’s and Contractor’s Protective Liability** – Coverage shall be
   Occurrence form, with Canton Township identified as the insured.

   Each Occurrence $1,000,000
   Aggregate $1,000,000
   Required Coverage __Yes No__ $1,000,000

Comprehensive General Liability, Automobile Liability and Umbrella or Excess Liability policies must name “Canton Township”, its employees, elected and appointed officials, and volunteers” as additional insured. Policies shall also be with carriers rated A- or better by A.M. Best Company.
# Certificate of Liability Insurance

## Coverages

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>Producer</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
<th>Insurer(S) Affording Coverage</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Insurance Agency</td>
<td></td>
<td>555-555-1234</td>
<td></td>
<td><a href="mailto:info@abcinsuranceagency.com">info@abcinsuranceagency.com</a></td>
<td>ABC Insurance Company</td>
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</table>

**INSURED**

| XYZ Construction Company | Insurer A: DEF Insurance Company | 11111 |

**Inbound Certificates**

### Commercial General Liability

<table>
<thead>
<tr>
<th>Class: Made</th>
<th>Claims-Made</th>
<th>Occur</th>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td>Y</td>
<td>Y</td>
<td>000-00-00-00</td>
<td>XX/XX/XX</td>
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### Automobile Liability

<table>
<thead>
<tr>
<th>Type:</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Owned Auto Only</td>
<td>Combined Single Limit (Ex. 000-00-00)</td>
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</table>

### Umbrella Liability

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<thead>
<tr>
<th>Type:</th>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td>Occur</td>
<td>Each Occurrence</td>
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</tbody>
</table>

### Workers Compensation and Employers Liability

<table>
<thead>
<tr>
<th>Type:</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles**

- Additional Insured - See Endorsement
- Cancellation Notice - See Endorsement
- Primary & Non-Contributory - See Endorsement

**Certificate Holder**

Canton Township
Attn: Engineering Department
1150 S. Canton Center Rd.
Canton, MI 48188

**Cancellation**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative**

Agent Signature

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
Sample Certificate for High Hazard Projects – General Contractor

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUPERVISION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

ABC Insurance Agency
123 Main St.
Anywhere, MI 12345

INSURER(S) AFFORDING COVERAGE
INSURER A: ABC Insurance Company
INSURER B: DEF Insurance Company
INSURER C: 11111

INSURED

XYZ Construction Company
456 Main St.
Anywhere, MI 12345

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY Pertain, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSHN LTR TYPE OF INSURANCE ADDL SUBR INSN WVD POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Y Y 000-00-00-00 XXXXXX XXXXXX EACH OCCURRENCE $1,000,000 DAMAGE TO RENTED PREMISES (EXC OCCURRENCE) $50,000 MED EXP (Any one person) $5,000 PERSONAL & ADJ INJURY $1,000,000 GENERAL AGGREGATE $1,000,000 PRODUCTS - COMMODITY AGG $1,000,000

A X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X 000-00-00-00 XXXXXX XXXXXX COMBINED SINGLE LIMIT (Ex occurrence) $1,000,000 BODILY INJURY (Per person) $1,000,000 BODILY INJURY (Per accident) $1,000,000 PROPERTY DAMAGE (Per accident) $1,000,000

A X UMBRELLA LIABILITY OCCUR CLAIMS-MADE 000-00-00-00 XXXXXX XXXXXX EACH OCCURRENCE $2,000,000 AGGREGATE $2,000,000

B X WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR'S BUSINESS EXCLUDED EXCLUDED?' (Mandatory in NH) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW Y/N 000-00-00-00 XXXXXX XXXXXX E.L. EACH ACCIDENT $100,000 E.L. DISEASE - EA EMPLOYEE $100,000 E.L. DISEASE - POLICY LIMIT $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - See Endorsement
Cancellation Notice - See Endorsement
Primary & Non-Contributory - See Endorsement

Project:

CERTIFICATE HOLDER

Canton Township
Attn: Engineering Department
1150 S. Canton Center Rd.
Canton, MI 48188

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Agent Signature

© 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charter Twp of Canton, all elected and appointed officials, all employees &amp; volunteer's all boards, commissions, and/or authorities and board members including employees and volunteers thereof.</td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION

This endorsement modifies insurance under the following:

"Workers Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance: It is understood and agreed that 30 days advance written notice of cancellation, non-renewal, reduction, and/or material change, 10-days advance written notice for non-payment of premium-shall be sent to:

Named insured: [Their client]

Additional Insured: Charter Township of Canton, 1150 South Canton Center Road, Canton, MI 48188 -- along with the name of the event or project
CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**

ABC Insurance Agency
123 Main Street
Anywhere, USA

**INSURED**

Canton Township
1150 Canton Center Rd.
Canton, MI 48188

**INSURERS AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>ABC Insurance Company</th>
<th>NAIC #</th>
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<tbody>
<tr>
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<tr>
<td>INSURER B</td>
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<td>INSURER C</td>
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<td>INSURER D</td>
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<tr>
<td>INSURER E</td>
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</table>

**COVERAGES**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>NSR (ACORD)</th>
<th>ALTH (ALTN)</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
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<tr>
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<td>GENERAL LIABILITY</td>
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<td>00/00/00</td>
<td>00/00/00</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td></td>
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<td>DAMAGE TO RENTED PREMISES (Ea occurrence): $</td>
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<td>CLAIMS MADE OCCUR</td>
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<td>MED EXP (Any one person): $</td>
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<tr>
<td>X</td>
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<td>Owners Contractors</td>
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<td>PERSONAL &amp; ADV INJURY: $</td>
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<td></td>
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<td>Protective Liability</td>
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<td>GENERAL AGGREGATE: $1,000,000</td>
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<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
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<td>PRODUCTS - COMM PROF: $</td>
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<td>POLICY</td>
<td>PROJECT</td>
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<td>ALL OWNED AUTOS</td>
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<td>ANY AUTO</td>
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<td>EXCESS / UMBRELLA LIABILITY</td>
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<td>OCCUR</td>
<td>CLAIMS MADE</td>
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<td>RETENTION</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER EXCLUDED? (Mandatory in NH)</td>
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<td>Y</td>
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<td>EA ACC</td>
<td>AUTO ONLY: AGG</td>
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</tbody>
</table>

**30 day notice of cancellation does not apply to non-payment of premium.**

Project name:

**CERTIFICATE HOLDER**

Canton Township
Attn: Engineering Department
1150 Canton Center Rd.
Canton, MI 48188

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.
MAINTENANCE BOND

Bond No. 111111

KNOW ALL MEN BY THESE PRESENTS, That we, XYZ Construction
(please include address) as Principal, and the ZZZ Surety Company
(please include address) as Surety, are held and
firmly bound unto the Charter Township of Canton, 1150 South Canton Center Road, Canton, MI
48188 as Obligee, in the full and just sum of _______ 100 % of contract cost for installment
of water and sewer _______ Dollars, to be paid to the said Obligee or its
certain attorney, heirs, executors, administrators or assigns, to which payment well and truly be
made, we bind ourselves and each of us, our and each of our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed with our seals and dated this ___ day of ______ January ______, 2007.

The condition of this obligation is such that whereas the above bounden Principal has entered into a
Contract with ________ (Property Owner/Developer) ________ dated
for Water
Main, Sanitary Sewer or Paving (whichever applies to your project). Name of Project

Now, therefore, if the Principal shall at its own expense, properly repair and remedy any defective
workmanship or materials that may appear within (One year for sanitary sewer and water main)
(Two years would apply to paving) year(s) from the date of final acceptance of work by the said
Obligee, then this obligation to be null and void; otherwise to remain in full force and effect.

Witnesses:

[Signatures]

Principal

By:

Surety

By:

Attorney-In-Fact

* Must be signed, sealed and witnessed, original bond delivered to Canton Township*
MAINTENANCE BOND

Bond No. _________

KNOW ALL MEN BY THESE PRESENTS, That we, ________________________________ as Principal and the ________________________________ as Surety, are held and firmly bound unto the Charter Township of Canton, 1150 South Canton Center Road, Canton, MI 48188 as Obligee, in the full and just sum of ________________________________ ($______________) Dollars, to be paid to the said Obligee or its certain attorney, heirs, executors, administrators or assigns, to which payment well and truly be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed with our seals and dated this _________ day of __________________________, 20______.

The condition of this obligation is such that whereas the above bounden Principal has entered into a Contract with ________________________________ dated __________________________ for ________________________________

Now, therefore, if the Principal shall at its own expense, properly repair and remedy any defective workmanship or materials that may appear within __________________________ year(s) from the date of final acceptance of work by the said Obligee, then this obligation to be null and void; otherwise to remain in full force and effect.

Witness:

______________________________
Principal

______________________________
By: ________________________________

______________________________
Surety

______________________________
By: ________________________________

______________________________
Attorney-In-Fact