

## MAINTENANCE AGREEMENT

**THIS MAINTENANCE AGREEMENT** (the "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between Charter County of Wayne ("County"), a municipal corporation whose address is 400 Monroe Street, Suite 400, Detroit, Michigan 48226, and Great Lakes Water Authority ("GLWA"), a municipal authority whose address is 735 Randolph, Detroit, Michigan 48226.

### WITNESSETH:

**WHEREAS**, the County owns park property located at Venoy-Dorsey Park: 3110 Venoy Road, Wayne, Michigan, 48184 (the "Property"); and

**WHEREAS**, GLWA is installing a 24" water transmission main between Venoy Avenue and Merriman Road (the "Water Transmission Main") which connects to the east discharge of Michigan Pump Station, as described in the attached Exhibit A; and

**WHEREAS**, GLWA requests permission to install and maintain the Water Transmission Main; and

**NOW THEREFORE**, the parties agree as follows:

1. This Agreement commences upon approval by the Wayne County Commission and execution by all parties.
2. GLWA acknowledges all provisions and requirements of this Agreement and shall be solely responsible for all labor and material costs necessary for the installation and maintenance of the Water Transmission Main, in accordance with the terms and requirements in Exhibit A and Exhibit B, Wayne County Department of Public Services Parks Division Permit Standards for Site Restoration. GLWA also agrees to pay the related costs incurred including all engineering, inspection, easement acquisition, recording, legal and administrative expenses and costs attendant to this Agreement.
3. Pursuant to the terms of this Agreement the County, hereby grants to GLWA and its Agents permission to enter the Property solely for the purpose of performing the activities described generally in Exhibit A. GLWA will provide (1) one week notice to Wayne County Parks for non-emergency repairs and 24-hours notice for emergency repairs.
4. GLWA shall comply with all requirements of the Wayne County Department of Public Services Parks Division Permit Standards for Site Restoration, attached in Exhibit B.

5. GLWA shall comply with and be subject to all requirements of the Wayne County Rules, Specifications and Procedures Construction Permit, as may be amended from time to time.
6. GLWA shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended; and the GLWA shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work.
7. GLWA agrees that the Water Transmission Main shall be maintained in a manner prescribed by the County. Notwithstanding emergency repairs, no remodeling, enlargement, extension or abandonment of the Water Transmission Main or the Property area shall be performed without prior written approval of the County.
8. County does not assume any risk, liability, or responsibility or duty of care as to GLWA or its Agents when on the Property, and GLWA acknowledges and agrees that GLWA and its Agents enter the Property and conduct the work thereon at their own risk.
9. Except for claims arising from the County's gross negligence, to the extent permitted by law, GLWA shall defend, indemnify, and save harmless the County, its officers, employees and agents, from all claims, demands, and rights of action of every name and nature and description, whether arising under State or Federal Statutes or at common law, for death, injury to persons, or damages to property regardless of to whom it may belong or in whose custody it may be, arising through, on account of, or out of this Agreement or the Water Transmission Main.
10. GLWA shall furnish the County with proof of applicable excess liability or self-insured retention insurance coverage.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors in interest and assigns; provided, however, that GLWA may not assign its rights under this Agreement without County's written consent.
12. This Agreement may only be terminated or amended by written agreement between the County and GLWA, and such agreement must be approved by the Wayne County Commission.
13. This Agreement is not intended to confer, and shall not be deemed to confer, upon any person other than the parties hereto, any rights or remedies under this Agreement.
14. Each party hereto represents and warrants to the other that it has full power and authority to enter into this Agreement.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**CHARTER COUNTY OF WAYNE**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

County Commission Resolution # \_\_\_\_\_

**GREAT LAKES WATER AUTHORITY**

\_\_\_\_\_  
By: Sue F. McCormick  
Its: Chief Executive Officer

Approved as to Form:

\_\_\_\_\_  
By: Lavonda Jackson  
Its. Assistant General Counsel

## **EXHIBIT A**

### **Project Installation Description:**

Park-Merriman Project description: The project is Phase 3 of 3 of improvements to existing potable drinking water transmission system to service City of Wayne, City of Westland, and City of Inkster. The transmission system is approximately 7,300 lineal feet of 24-inch piping from intersection of Glenwood and Venoy road, south along Venoy Road, through Venoy-Dorsey park to Merriman Road, South along Merriman Road to GLWA's Michigan Ave. Pump Station. The project includes two directional bores under the Lower Rouge River, one jack & bore at Merriman Rd & Michigan Ave, and up-dating the City of Wayne, City of Westland, and City of Inkster water meters.

Also see attached Project Plan.

GLWA's maintenance schedule will cover all air, blow-off, and isolation valves located within Wayne County Parks. This will take place semiannually.

MATCH LINE "A-A" SHEET 1



**NOTES:**

- PHASE III-PARK-MERRIMAN + TWO (2) NEW METER PITS AT MICHIGAN PS
- 24" DI WATER MAIN CONNECTS TO EAST DISCHARGE OF MICHIGAN PUMP STATION
- METERS WL-01, WL-03, WL-13, IK-03 BECOMES DEDUCT TO DIRECT.
- TWO NEW METER PITS AT MICHIGAN PS.  
 WY-01 (DEDUCT) CONVERTS TO NEW WY-02 (DIRECT)-FEEDS WEST  
 NEW WY-03 (DIRECT) FEEDS EAST

F				
E				
D				
C				
B				
A				
	DESCRIPTION	CHK'D	APPROVED	DATE
	REVISION			

DRAWN BY:  
 DESIGNED BY:  
 CHECKED BY:  
 APPROVED BY:

24-INCH WATER MAIN ALONG  
 PHASE III-PARK-MERRIMAN  
  
 GENERAL LAYOUT & SCHEMATIC  
  
 SCALE: N.T.S.  
 DATE: 10-31-17

		PLAN PREPARED BY <b>Somat Engineering, Inc.</b> 3031 W. GRAND BLVD, SUITE 228 DETROIT, MI 48202 P: (313) 963-2721 F: (313) 963-2736		M.D.E.O. PERMIT NO.
				REF. NO.
				CONTRACT NO. CS-1488 TASK #4
				FILE NO.
				DRAWING NO. 2 OF 2
SECTION MAP	TOWN	RANGE	SECTION	PORTION CODE
				FAMIS NO. (DESIGN)

## **EXHIBIT B**

GLWA and our subcontractors shall abide by Wayne County parks site restoration standards for any work performed on Wayne County Parks property.

See attached Wayne County Parks Standards for Site Restoration



## WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PARKS DIVISION

### PERMIT STANDARDS FOR SITE RESTORATION

Revised: 15 September 2017

#### **General Guidelines:**

1. The Contractor shall be responsible at no expense to the Owner, for repairing and/or replacing any damage to Park property, including but not limited to; athletic fields, boardwalks, bridges, comfort stations, fences, lawns, paved pathways, picnic shelters, planting material, playground structures, signs and site furnishings.
2. The Contractor shall provide and maintain a safe and adequate travel route at all times for Park visitors throughout the duration of the Project. All equipment shall be stored in a manner that is safe to Park visitors and approved by the Wayne County Parks Design Staff.
3. The Contractor shall be responsible for contacting and coordinating with all pertinent utility companies at least 72 hours in advance of any digging to familiarize themselves with all underground utilities, pipes and structures. The Contractor shall assume sole responsibility for any cost incurred due to damage of any utilities.
4. The Contractor shall not willfully proceed with the construction as designed when it is obvious that unknown obstructions and/or grade differences exist. Such conditions shall be immediately brought to the attention of the Wayne County Parks Design Staff. The Contractor shall assume full responsibility for all necessary revisions due to failure to give proper notification.
5. Any discrepancies between dimensioned layout and actual field conditions shall immediately be brought to the attention of the Wayne County Parks Design Staff. The Contractor shall assume full responsibility for all necessary revisions due to failure to give proper notification.
6. The Contractor shall be responsible for any coordination with subcontractors as required to accomplish installation operations.
7. The Contractor shall provide and maintain positive surface drainage.

#### **Lawn Restoration**

1. All lawn that is disturbed due to construction activities shall be restored to its original state by the Contractor at no expense to the Owner.
2. Remove diseased or unsatisfactory lawn growth. Do not bury into soil. Remove topsoil containing foreign materials, including oil drippings, stone, gravel, and construction materials.
3. All disturbed areas shall be rough graded to meet the existing adjoining grades and any extraneous materials, i.e. rocks, wood, construction debris or equipment shall be removed and disposed of in a legal manner.

4. After rough grade is met, all disturbed lawn areas shall receive a minimum of 4" of clean, fertile, friable, topsoil of sandy loam character, free of any extraneous material. It will be the Contractor's responsibility to supplement any salvaged topsoil supply to meet the minimum 4" depth.
5. Following the installation of topsoil, Wayne County Parks Design Staff shall approve final grade prior to the seeding of disturbed areas.
6. Apply a starter fertilizer (15-30-15) at a rate of 5lbs. per 1,000 sf thoroughly and evenly via a mechanical rotary or drop type spreader.
7. Perform seeding operations immediately after preparation of disturbed areas and when soil is dry and winds do not exceed 5 m.p.h. Apply recommended seed via a mechanical rotary or drop type spreader. After seeding, rake or drag surface of soil lightly to incorporate seed into top of soil. Areas that are identified to be seeded prior to construction shall be designated on drawings. The following seed mix is recommended, however alternates may be submitted to Wayne County Parks Design Staff for review.

<u>Seed</u>	<u>Purity</u>	<u>Germination</u>	<u>Mixture %</u>
Kentucky Bluegrass	99%	85%	10%
Turf-Type Perennial Ryegrass	99%	85%	15%
Creeping Red Fescue	98%	85%	20%
Hard Fescue	97%	85%	20%
Turf-Type Tall Fescue	98%	85%	35%

Seeding application rate: 7lbs. per 1,000 sf.

8. Immediately following seeding operations, the Contractor shall install straw mulch in a uniform manner with continuous coverage over all seeded areas. Anchor straw by mechanical means or with a liquid tackifier at a rate of 60 gals. per acre.
9. Hydroseeding applications may be utilized for establishing new lawns using a mixture of specified fertilizer, tackifier at a rate of 60 gals. per acre, wood cellulose fiber mulch at a rate of 2,000 lbs. per acre and specified seed mix.
10. Water newly seeded areas. The Contractor shall maintain adequate soil moisture until new grass is established.

### **Grow Zones (Meadow) Restoration**

1. All "Grow Zones" that are disturbed due to construction activities shall be restored to their original state.
2. The extents of the "Grow Zones" shall be located in the field prior to construction by the Contractor and a Wayne County Parks Design Staff member.
3. The Contractor shall consult with the Wayne County Parks Design Staff prior to restoration for the recommended Seed Mix and application method(s).

### **Tree Inventory Plan**

1. Any person wishing to perform land clearing or grubbing activities, remove or transplant trees of any D.B.H. within Wayne County Park Property shall not do so until they have received approval from the Permits office.
2. Applicant shall submit a Tree Inventory Plan(s) that is performed by a State of Michigan registered land surveyor and/or certified arborist and shall include the following:
  - a. Topographic information delineating both existing and proposed contours.
  - b. Existing and proposed structures, utilities and pavement.
  - c. Property lines, R.O.W. and easements that are applicable.



- d. The location and approximate drip line of all existing deciduous trees 6" D.B.H. or greater and existing evergreen trees 10' height or greater on the plan.
    - i. These trees shall be tagged in the field by identifying numbers using non-corrosive metal tags and shown on the plan with their respective number.
  - e. All existing deciduous trees 6" D.B.H. or greater and existing evergreen trees 10' height or greater shall also be identified on a list that includes the following:
    - i. Both the common and botanical names with their corresponding number.
    - ii. D.B.H. size and noting any tree that meets the Landmark Tree Requirements
    - iii. Condition (good, fair, poor)
  - f. Identify clearly all existing deciduous trees 6" D.B.H. or greater, existing evergreen trees 10' height or greater and any Landmark Trees that are proposed to be removed on the plan with an "X".
  - g. Show the location of all replacement trees (if applicable) according to the Tree Replacement Standards below. Applicant shall also furnish a plant list for the Tree Replacement(s) that includes:
    - i. Quantities
    - ii. Common and botanical names
    - iii. Caliper size
    - iv. Root type
    - v. Spacing.
  - h. Include a table the illustrates:
    - i. The total number of deciduous trees 6" D.B.H. or greater, evergreen trees 10' height or greater and any Landmark trees
    - ii. Total number of trees proposed to be removed
    - iii. Total number of replacement trees per requirements below.
  - i. The location of tree protection fence per Wayne County Parks Standard Details shall also be included on the plan.
3. Landmark Trees are any existing tree in good or fair condition that are 24" D.B.H. or greater, or is of a type and D.B.H. equal to or greater than those shown on the list below.

<b>Botanical Name</b>	<b>Common Name</b>	<b>Landmark D.B.H. (inches)</b>
Abies species	Fir	18
Acer species	Maple	18
Aesculus carnea	Horse Chestnut	18
Aesculus glabra	Buckeye	18
Alnus glutinosa	Black Alder	12
Asimina triloba	Pawpaw	8
Betula species	Birch	18
Carpinus species	Hornbeam	8
Carya species	Hickory	18
Castanea dentata	American Chestnut	8
Catalpa species	Catalpa	18
Cercis canadensis	Redbud	8
Cladrastis lutea	Yellowwood	12
Cornus florida	Flowering Dogwood	8
Crataegus species	Hawthorn	12
Diospyros virginiana	Persimmon	12
Fagus grandifolia	American Beech	18
Ginkgo biloba	Ginkgo	12
Gymnocladus dioicus	Kentucky Coffeetree	16

Juglans nigra	Black Walnut	18
Juniperus species	Cedar	12
Larix laricina	Larch/Tamarack	12
Liquidambar styraciflua	Sweetgum	12
Liriodendron tulipifera	Tuliptree	12
Malus species	Crabapple	12
Metasequoia glyptostroboides	Dawn Redwood	16
Nyssa sylvatica	Blackgum	16
Ostrya virginiana	Ironwood	8
Picea species	Spruce	18
Pinus species	Pine	18
Platanus species	London Plane/Sycamore	18
Prunus species	Cherry	18
Pseudotsuga menziesii	Douglas Fir	18
Quercus species	Oak	16
Sassafras albidum	Sassafras	14
Taxodium distichum	Bald Cypress	12
Tilia americana	Basswood	18
Tsuga canadensis	Eastern Hemlock	12
Ulmus americana	American Elm	18

**Tree Replacement**

1. Any person wishing to remove trees that are in good or fair condition shall do so in accordance with the following schedule:

<u>Size of Removed Tree</u>	<u>Number of replacement trees to removed tree</u>
Deciduous Tree 6" D.B.H. or greater =	3:1 (minimum 2.5" caliper)
Evergreen Tree 10' height or greater =	3:1 (minimum 8' height)
Landmark Tree (see list) =	1:1 (number of caliper inches = D.B.H. inches)

2. All replacement trees shall be of similar species or type to those being removed. Replacement trees shall be nursery grown and comply with ANSI Z60. Species, proposed size and any substitutions must be approved by the Wayne County Parks Design Staff prior to shipment or installation. Installation shall be per Wayne County Parks Standard Details. The suggested plant list is indicated within these Standards.
3. An Applicant may choose to replace trees utilizing the Fair Market Value (F.M.V.) option. Under this option, the Applicant shall furnish all the above Tree Inventory Plan requirements, however in lieu of physically planting the required Replacement Tree(s), the Applicant shall submit a payment to Wayne County Parks that reflects the current F.M.V. of the proposed total number of Replacement Trees. This value shall be determined by obtaining three (3) quotes from locally qualified Landscape Contractors and utilizing the average price(s) of the trees from the three (3) quotes. The F.M.V. unit prices shall include the following costs:
  - a. Material (tree and associated planting accessories)
  - b. Labor (installation)
  - c. One-Year Warranty

## **Replacement Plant Suggestions:**

### **Canopy Trees**

Acer rubrum – Red Maple  
Acer saccharum – Sugar Maple  
Carya ovata – Shagbark Hickory  
Fagus grandifolia – American Beech  
Liriodendron tulipifera – Tulip Tree  
Nyssa sylvatica – Black Gum  
Ostrya virginiana – Ironwood  
Platanus occidentalis – Sycamore  
Quercus bicolor – Swamp White Oak  
Quercus imbricaria – Shingle Oak  
Quercus macrocarpa – Bur Oak  
Quercus rubra – Red Oak  
Tilia americana - Basswood

### **Evergreen Trees**

Abies concolor – White Fir  
Picea glauca – White Spruce  
Picea pungens – Colorado Spruce  
Pinus Strobus – White Pine  
Taxodium distichum – Bald Cypress  
Tsuga Canadensis – Eastern Hemlock

### **Flowering Trees**

Amelanchier canadensis – Serviceberry  
Cercis canadensis – Eastern Redbud  
Cornus florida – Flowering Dogwood  
Crataegus crus-galli inermis ‘Crusader’  
Malus species – Crab Apple

## **Bike Paths**

1. All County Bike Paths within or in close proximity of construction limits shall be adequately barricaded for the duration of construction. Appropriate signage shall be installed where necessary to adequately inform visitors of the construction zone and directions for an alternative route.
2. All Bike Paths removed or damaged as a result of construction shall be replaced with 3.5” depth bituminous pavement. The section of pavement shall include an 8” depth 21AA aggregate base compacted per current MDOT standards, 2” depth 13A leveling course, tack coat and a 1.5” depth 36A wearing course. The bituminous pavement shall be installed per current MDOT installation methods.

## **Road Shoulders**

1. All Road shoulders shall be restored with 4” of topsoil and seeded as specified. No gravel will be allowed beyond the asphalt shoulder. Shoulder restoration shall meet all current MDOT standards.

## **Park Drives**

1. All Park Drives that are within or in close proximity to construction limits shall be replaced and restored to their original state. Construction applications shall meet all current MDOT standards and project specifics should be taken into consideration prior to commencement of restoration.
2. All construction equipment and materials remaining on site following construction period shall be removed and disposed of off site.

Through the Permits Office, the Wayne County Parks Design Staff shall review all construction permits within or in close proximity to Park property prior to issuance of a Permit.

Please contact: Elizabeth Iszler, Chief of Planning and Design: (734) 261-4312