



Economic Development Authority Board (EDA)

Regular Meeting – Township Hall

Tuesday April 17, 2018

5:15 p.m.

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF REGULAR MEETING MINUTES MARCH 20, 2018
5. PUBLIC COMMENT
6. REPORTS
 - A. ACCOUNTS PAYABLE APPROVAL – MARCH
EAST DDA DISTRICT #248 – **CHECK REGISTER**
WEST DDA DISTRICT #250 - **NONE**
WEST DDA GO DEBT SERVICE #396 - **NONE**
 - B. MARCH FINANCIAL REPORTS: INCOME/EXPENSE STATEMENT; BALANCE SHEET
EAST DDA DISTRICT #248
WEST DDA DISTRICT #250
WEST DDA GO DEBT SERVICE #396
 - C. BOARD MEMBER EXPIRATION MATRIX
7. NEW BUSINESS
 - A. CONSIDER APPROVAL OF AN ENGINEERING CONTRACT FOR A WATER MAIN LOOP PROJECT IN THE EDDA
 - B. CONSIDER APPROVAL OF AN ENGINEERING CONTRACT TO REHABILITATE AND UPGRADE PUMP STATION #1 IN THE EDDA
 - C. CONSIDER APPROVAL OF AN ENGINEERING CONTRACT TO REHABILITATE AND UPGRADE PUMP STATION #14 IN THE WDDA
 - D. CONSIDER APPROVAL OF A BUDGET AMENDMENT TO THE EDDA FUND AND THE WDDA FUND IN SUPPORT OF WATER, SEWER, ROAD AND SIDEWALK PROJECTS AND RECOMMEND TO THE TOWNSHIP BOARD OF TRUSTEES THAT THEY APPROVE THE SAME.

- 8. PENDING BUSINESS**
 - A. HOLIDAY DECORATION CONTRACT – TABLED FROM LAST MEETING**
- 9. ADJOURNMENT UNTIL NEXT REGULAR EDA MEETING: MAY 15, 2018**

**Charter Township of Union
Economic Development Authority Board (EDA)
Regular Board Meeting
Tuesday March 20, 2018**

MINUTES

CALL TO ORDER

Chairman Kequom called to order EDA Board Meeting at 5:18 p.m.

ROLL CALL

Present: Bacon, Smith, Hunter, Johnson, Kequom, Gunning, Perry, Figg

Excused: Zalud, Barz, Chowdhary

Absent:

Others Present: Sherrie Teall – Finance Director, Amy Peak-Building Dept. Clerk, Kim Smith – Public Works Coordinator

APPROVAL OF AGENDA

MOTION by **Gunning** SUPPORTED by **Perry** to APPROVE the agenda as presented. MOTION CARRIED 8-0.

APPROVAL OF MINUTES

MOTION by **Johnson** SUPPORTED by **Perry** to APPROVE minutes from the February 20, 2018 regular meeting as presented.

MOTION CARRIED 8-0.

PUBLIC COMMENT – None

PRESENTATION

2018 Mt. Pleasant Pure Michigan Campaign Presentation by Chris Rowley and Jake Schmitler.

REPORTS

ACCOUNTS PAYABLE/ FINANCIAL STATEMENTS

Finance Director Teall reviewed the accounts payable for the East DDA.

MOTION by **Perry** SUPPORTED by **Johnson** to APPROVE the East DDA payables 02/21/2018 – 03/20/2018 in the amount of \$977.99 as presented. MOTIONED CARRIED 8-0.

Finance Director Teall reviewed financial reports.

February Financial reports were RECEIVED AND FILED by Chairman Kequom.

Ben Gunning will be nominating a new board member at the next Trustee meeting. Next meeting, we should have a replacement for Mark Perry.

NEW BUSINESS

Kim Smith lead a brief discussion about Jameson Hall improvements. Kim, Mark and Jennifer met with Amy from Art Reach and discussed possibly partnering with Art Reach to come up with a program for murals. Discussion with board also included looking at other areas with Jameson Hall and park that are in need of improvements. Chair Kequom suggested looking in to an architect for some guidance and a building condition assessment to be reported back to board over the next couple of meetings.

PENDING BUSINESS

Discussion on Holiday Lighting with concerns on the amount of electricity doubled lighting will bring. Board would like this to be bid out and research to be done. Sherrie Teall recommended that the Board think about putting a written policy in place, for bidding approvals so administration knows what guidelines to follow and what is expected. Kequom to appoint official Holiday Lighting committee to research Holiday Lighting companies and asked committee to report back on findings. Chair appointed Holiday Lighting Sub-Committee includes Ben Gunning, Marty Figg and Robert Bacon.

MOTION by Johnson SUPPORTED by Figg to TABLE Holiday Lighting RFBA for further discussion and recommendations from Holiday Lighting Sub-Committee. Holiday Lighting Sub-Committee named by Chairman Kequom to include Ben Gunning, Marty Figg and Robert Bacon. MOTION CARRIED 8-0.

GENERAL DISCUSSION:

Reminder of the next scheduled EDA meeting on April 17, 2018.

Meeting was adjourned by Chairman Kequom at 6:02 p.m.

APPROVED BY

Secretary Chowdhary

(Recorded by Amy Peak)

04/11/2018 05:37 PM
User: SHERRIE
DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
CHECK DATE FROM 03/21/2018 - 04/17/2018

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 248 EDDA CHECKING						
03/26/2018	248	34 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	2027 FLORENCE	38.51
					4923 E PICKARD	46.34
					4675 E PICKARD	35.70
					4592 E PICKARD #B	24.78
					4592 E PICKARD #A	42.64
					5771 E PICKARD #B	24.92
					5771 E PICKARD #A	52.28
					5770 E PICKARD #B	24.92
					5770 E PICKARD #A	69.43
					5325 E PICKARD	92.30
					2029 2ND	65.40
					5157 E PICKARD #B	24.92
					5157 E PICKARD #A	37.72
					4900 E PICKARD	39.63
					1940 S ISABELLA	46.49
						<u>665.98</u>
04/17/2018	248	4019	00072	BLOCK ELECTRIC	REPAIR STREET LIGHTS ON PICKARD	1,162.81
					REPAIR OVERPASS LIGHTS	1,990.56
						<u>3,153.37</u>
04/17/2018	248	4020	00188	DOUG'S SMALL ENGINE	PLOW SIDEWALKS - FEB 2018	1,550.00
04/17/2018	248	4021	00450	M M I	PARK BENCH/GROUND MAINT-MAR 2018	161.70
						<u>161.70</u>
248 TOTALS:						
Total of 4 Disbursements:						5,531.05

User: SHERRIE

DB: Union

PERIOD ENDING 03/31/2018

GL NUMBER	DESCRIPTION	YTD BALANCE	2018		YTD BALANCE	% BDGT USED
		03/31/2017	ORIGINAL BUDGET	2018 AMENDED BUDGET	03/31/2018	
		NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	
Fund 248 - EDDA OPERATING						
Revenues						
Dept 000 - NONE						
248-000-402.000	CURRENT PROPERTY TAX	0.00	387,500.00	387,500.00	0.00	0.00
248-000-402.001	PROPERTY TAX REFUNDS-MTT	0.00	(4,000.00)	(4,000.00)	0.00	0.00
248-000-402.100	PRIOR YEARS PROPERTY TAXES	0.00	(250.00)	(250.00)	0.00	0.00
248-000-420.000	DELQ PERSONAL PROPERTY CAPT	0.00	2,000.00	2,000.00	0.00	0.00
248-000-445.000	INTEREST ON TAXES	0.00	500.00	500.00	0.00	0.00
248-000-573.000	STATE AID REVENUE	0.00	30,000.00	30,000.00	0.00	0.00
248-000-665.000	INTEREST EARNED	369.44	6,300.00	6,300.00	3,763.04	59.73
248-000-671.000	OTHER REVENUE	0.00	100.00	100.00	0.00	0.00
Total Dept 000 - NONE		369.44	422,150.00	422,150.00	3,763.04	0.89
TOTAL REVENUES		369.44	422,150.00	422,150.00	3,763.04	0.89
Expenditures						
Dept 000 - NONE						
248-000-801.000	PROFESSIONAL & CONTRACTUAL SERVICES	404.26	5,570.00	5,570.00	592.90	10.64
248-000-801.003	SIDEWALK SNOWPLOWING	375.00	5,500.00	5,500.00	2,350.00	42.73
248-000-801.004	EDDA RIGHT OF WAY LAWN MOWING	0.00	13,000.00	13,000.00	0.00	0.00
248-000-801.005	IRRIGATION / LIGHTING REPAIRS	0.00	11,200.00	11,200.00	3,163.37	28.24
248-000-801.007	FLOWER / LANDSCAPE MAINTENANCE	0.00	18,000.00	18,000.00	0.00	0.00
248-000-801.008	PURE MICHIGAN ADVERTISING	0.00	5,000.00	5,000.00	5,000.00	100.00
248-000-826.000	LEGAL FEES	0.00	500.00	500.00	0.00	0.00
248-000-900.000	PRINTING & PUBLISHING	0.00	250.00	250.00	0.00	0.00
248-000-914.000	LIABILITY	1,162.85	1,400.00	1,400.00	1,206.98	86.21
248-000-920.000	UTILITIES	3,154.63	10,500.00	10,500.00	3,029.25	28.85
248-000-920.100	WATER & SEWER QTR. BILLING	0.00	12,500.00	12,500.00	0.00	0.00
248-000-940.000	LEASE/RENT	0.00	700.00	700.00	0.00	0.00
248-000-976.200	DISTRICT PROJECTS	0.00	150,000.00	150,000.00	0.00	0.00
248-000-976.207	STREET LIGHT BANNERS	4,500.00	23,600.00	23,600.00	90.00	0.38
Total Dept 000 - NONE		9,596.74	257,720.00	257,720.00	15,432.50	5.99
Dept 336 - FIRE DEPARTMENT						
248-336-830.000	PUBLIC SAFETY - FIRE PROTECTION	0.00	61,600.00	61,600.00	0.00	0.00
Total Dept 336 - FIRE DEPARTMENT		0.00	61,600.00	61,600.00	0.00	0.00
TOTAL EXPENDITURES		9,596.74	319,320.00	319,320.00	15,432.50	4.83
Fund 248 - EDDA OPERATING:						
TOTAL REVENUES		369.44	422,150.00	422,150.00	3,763.04	0.89
TOTAL EXPENDITURES		9,596.74	319,320.00	319,320.00	15,432.50	4.83
NET OF REVENUES & EXPENDITURES		(9,227.30)	102,830.00	102,830.00	(11,669.46)	11.35

User: SHERRIE

PERIOD ENDING 03/31/2018

DB: Union

GL NUMBER	DESCRIPTION	YTD BALANCE		2018		YTD BALANCE		% BDGT USED
		NORMAL	(ABNORMAL)	ORIGINAL BUDGET	2018 AMENDED BUDGET	NORMAL	(ABNORMAL)	
Fund 250 - WDDA OPERATING								
Revenues								
Dept 000 - NONE								
250-000-402.000	CURRENT PROPERTY TAX	0.00		490,000.00	490,000.00		0.00	0.00
250-000-402.001	PROPERTY TAX REFUNDS-MTT	0.00		(4,000.00)	(4,000.00)		0.00	0.00
250-000-420.000	DELQ PERSONAL PROPERTY CAPT	0.00		600.00	600.00		0.00	0.00
250-000-445.000	INTEREST ON TAXES	0.00		250.00	250.00		0.00	0.00
250-000-665.000	INTEREST EARNED	414.65		1,700.00	1,700.00		363.89	21.41
Total Dept 000 - NONE		414.65		488,550.00	488,550.00		363.89	0.07
TOTAL REVENUES		414.65		488,550.00	488,550.00		363.89	0.07
Expenditures								
Dept 000 - NONE								
250-000-801.000	PROFESSIONAL & CONTRACTUAL SERVICES	0.00		870.00	870.00		0.00	0.00
250-000-976.200	DISTRICT PROJECTS	0.00		150,000.00	150,000.00		0.00	0.00
Total Dept 000 - NONE		0.00		150,870.00	150,870.00		0.00	0.00
Dept 336 - FIRE DEPARTMENT								
250-336-830.000	PUBLIC SAFETY - FIRE PROTECTION	0.00		39,500.00	39,500.00		0.00	0.00
Total Dept 336 - FIRE DEPARTMENT		0.00		39,500.00	39,500.00		0.00	0.00
Dept 996 - TRANSFER OUT								
250-996-999.396	TRANSFER OUT TO WDDA G/O DEBT SERVICE	0.00		272,642.00	272,642.00		0.00	0.00
Total Dept 996 - TRANSFER OUT		0.00		272,642.00	272,642.00		0.00	0.00
TOTAL EXPENDITURES		0.00		463,012.00	463,012.00		0.00	0.00
Fund 250 - WDDA OPERATING:								
TOTAL REVENUES		414.65		488,550.00	488,550.00		363.89	0.07
TOTAL EXPENDITURES		0.00		463,012.00	463,012.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		414.65		25,538.00	25,538.00		363.89	1.42

PERIOD ENDING 03/31/2018

GL NUMBER	DESCRIPTION	YTD BALANCE		2018		YTD BALANCE		% BDGT USED
		NORMAL	(ABNORMAL)	ORIGINAL BUDGET	2018 AMENDED BUDGET	NORMAL	(ABNORMAL)	
Fund 396 - WDDA G/O DEBT SERVICE FUND								
Revenues								
Dept 000 - NONE								
396-000-665.000	INTEREST EARNED		2.56	30.00	30.00		0.89	2.97
Total Dept 000 - NONE			2.56	30.00	30.00		0.89	2.97
Dept 961 - TRANSFER IN								
396-961-699.250	TRANSFER IN FROM WDDA		0.00	272,642.00	272,642.00		0.00	0.00
Total Dept 961 - TRANSFER IN			0.00	272,642.00	272,642.00		0.00	0.00
TOTAL REVENUES			2.56	272,672.00	272,672.00		0.89	0.00
Expenditures								
Dept 906 - DEBT SERVICE								
396-906-991.000	BOND - PRINCIPAL		0.00	31,130.00	31,130.00		0.00	0.00
396-906-996.000	BOND - INTEREST		0.00	243,870.00	243,870.00		0.00	0.00
396-906-996.001	BOND - PAYING AGENT FEES		0.00	800.00	800.00		0.00	0.00
Total Dept 906 - DEBT SERVICE			0.00	275,800.00	275,800.00		0.00	0.00
TOTAL EXPENDITURES			0.00	275,800.00	275,800.00		0.00	0.00
Fund 396 - WDDA G/O DEBT SERVICE FUND:								
TOTAL REVENUES			2.56	272,672.00	272,672.00		0.89	0.00
TOTAL EXPENDITURES			0.00	275,800.00	275,800.00		0.00	0.00
NET OF REVENUES & EXPENDITURES			2.56	(3,128.00)	(3,128.00)		0.89	0.03
TOTAL REVENUES - ALL FUNDS								
			786.65	1,183,372.00	1,183,372.00		4,127.82	0.35
TOTAL EXPENDITURES - ALL FUNDS								
			9,596.74	1,058,132.00	1,058,132.00		15,432.50	1.46
NET OF REVENUES & EXPENDITURES			(8,810.09)	125,240.00	125,240.00		(11,304.68)	9.03

Fund 248 EDDA OPERATING

GL Number	Description	Balance
*** Assets ***		
248-000-001.000	CASH	604.43
248-000-002.000	SAVINGS	592,169.02
248-000-003.001	CERTIFICATE OF DEPOSIT	502,948.96
Total Assets		1,095,722.41
*** Liabilities ***		
248-000-202.000	ACCOUNTS PAYABLE	4,865.07
248-000-214.101	DUE TO GENERAL FUND	10.00
Total Liabilities		4,875.07
*** Fund Balance ***		
248-000-370.379	RESTRICTED FUND BALANCE	760,825.43
Total Fund Balance		760,825.43
Beginning Fund Balance - 2017		760,825.43
Net of Revenues VS Expenditures - 2017		341,691.37
*2017 End FB/2018 Beg FB		1,102,516.80
Net of Revenues VS Expenditures - Current Year		(11,669.46)
Ending Fund Balance		1,090,847.34
Total Liabilities And Fund Balance		1,095,722.41

* Year Not Closed

Fund 250 WDDA OPERATING

GL Number	Description	Balance
*** Assets ***		
250-000-001.000	CASH	5,278.37
250-000-002.000	SAVINGS	739,400.16
250-000-002.001	SHARES	53.70
Total Assets		744,732.23
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
250-000-370.379	RESTRICTED FUND BALANCE	847,595.53
Total Fund Balance		847,595.53
Beginning Fund Balance - 2017		847,595.53
Net of Revenues VS Expenditures - 2017		(103,227.19)
*2017 End FB/2018 Beg FB		744,368.34
Net of Revenues VS Expenditures - Current Year		363.89
Ending Fund Balance		744,732.23
Total Liabilities And Fund Balance		744,732.23

* Year Not Closed

Fund 396 WDDA G/O DEBT SERVICE FUND

GL Number	Description	Balance
*** Assets ***		
396-000-001.000	CASH	3,130.97
Total Assets		3,130.97
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
396-000-370.379	RESTRICTED FUND BALANCE	8,898.45
Total Fund Balance		8,898.45
Beginning Fund Balance - 2017		8,898.45
Net of Revenues VS Expenditures - 2017		(5,768.37)
*2017 End FB/2018 Beg FB		3,130.08
Net of Revenues VS Expenditures - Current Year		0.89
Ending Fund Balance		3,130.97
Total Liabilities And Fund Balance		3,130.97

* Year Not Closed

Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative			11/20/2020
2-Chair	Phil	Squatrito	2/15/2020
3- Vice Chair	Bryan	Mielke	2/15/2021
4-Secretary	Alex	Fuller	2/15/2020
5 - Vice Secretary	Mike	Darin	2/15/2019
6	Stan	Shingles	2/15/2021
7	Ryan	Buckley	2/15/2019
8	Denise	Webster	2/15/2020
9	Doug	LaBelle II	2/15/2019
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1-Chair	Tim	Warner	12/31/2019
2-PC Rep / Vice Chair	Bryan	Mielke	2/18/2021
3-Vice Secretary	Jake	Hunter	12/31/2019
4	Andy	Theisen	12/31/2019
5	Paul	Gross	12/31/2018
Alt. #1	John	Zerbe	12/31/2019
Alt. #2	Taylor	Sheahan-Stahl	2/15/2021
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2018
2	James	Thering	12/31/2018
3	Bryan	Neyer	12/31/2018
Alt #1	Mary Beth	Orr	1/25/2019
Citizens Task Force on Sustainability (4 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Laura	Coffee	12/31/2018
2	Mike	Lyon	12/31/2018
3	Jay	Kahn	12/31/2018
4	Phil	Mikus	11/20/2020
Construction Board of Appeals (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Colin	Herron	12/31/2019
2	Richard	Klumpp	12/31/2019
3	Andy	Theisen	12/31/2019
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2018
2	John	Dinse	12/31/2019
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2019
2	Lynn	Laskowsky	12/31/2021



Board Expiration Dates

EDA Board Members (11 Members) 4 year term			
#	F Name	L Name	Expiration Date
1	Thomas	Kequom	4/14/2019
2	James	Zalud	4/14/2019
3	Richard	Barz	2/13/2021
4	Robert	Bacon	1/13/2019
5	Ben	Gunning	11/20/2020
6	Marty	Figg	6/22/2018
7	Sarvjit	Chowdhary	1/20/2022
8	Cheryl	Hunter	6/22/2019
9	Vance	Johnson	2/13/2021
10	Michael	Smith	2/13/2021
11	Mark	Perry	3/26/2018
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2020
2	Vacant		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Brian	Smith	12/31/2019
Sidewalks and Pathways Prioritization Committee (2 year term)			
#	F Name	L Name	Expiration Date
1 BOT Representative	Phil	Mikus	7/26/2019
2 PC Representative	Denise	Webster	8/15/2018
3 Township Resident	Sherrie	Teall	8/15/2019
4 Township Resident	Jeremy	MacDonald	10/17/2018
5 Member at large	Barbara	Anderson	8/15/2019

To: Mark Stuhldreher - Township Manager **DATE:** April 11, 2018
FROM: Kim Smith – Public Works Coordinator **DATE FOR BOARD CONSIDERATION:** April 17, 2018
ACTION REQUESTED: Approval of Engineering & Construction Services Contract to Gourdie Fraser in the amount of \$55,000 for the installation of 12" water main extension.

Current Action Emergency

Funds Budgeted: If Yes Account # No N/A

Finance Approval _____

BACKGROUND INFORMATION

In February of 2018, the Economic Development Authority Board (EDA) approved a 2018/2019 Project List for both the East and West DDA districts. As part of this list a project to extend the existing 12" water main on Pickard Road to the existing 12" water main located at the entrance drive of the Soaring Eagle Water Park on Summerton Road was approved. This project is being completed to create a water main loop which will increase fire flows and improve reliability for the water customers located in this area.

In accordance with our continuing "Standard Terms and Conditions" agreement Gourdie Fraser, the Township's Engineer of Record, has submitted a proposal for completing the design, bidding, and construction observation services portion of the project.

Below are the estimated expenditures anticipated for this project.

	Estimated Cost
Engineering, Bidding, and Construction Services	\$62,100.00
Estimated Construction Cost	\$187,575.00
10% Contingency	\$18,757.50
Estimated Total Project Cost	\$268,432.50

SCOPE OF SERVICES

Design Services

- Preliminary Design
- Final Design
- Bidding Services

Construction Services

- Construction Administration
- Construction Observation

- Project Closeout and Start-up

JUSTIFICATION

Completion of this project will benefit the EDDA District and the overall township water system by increasing fire flows as well system reliability.

PROJECT IMPROVEMENTS

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

1. **Community well-being and common good**

COSTS

DESIGN SERVICES	
Preliminary Design	\$13,200
Final Design	\$12,400
Bidding Services	\$4,650
Construction Services	
Construction Administration	\$10,475
Construction Observation	\$10,475
Closeout & Start Up Services	\$3,800
Total	\$55,000

PROJECT FUNDING

The funding for this project will be split equally between the EDDA Fund and the Township Water Fund.

EDDA Fund	\$134,216.25
Township Water Fund	\$134,216.25
Total	\$268,432.50

Funds for this project were not included in the 2018 Fiscal Year Budget. A budget adjustment will be needed by the EDA Board and the Board of Trustees.

PROJECT TIME TABLE

Design Services	Within 45 days of authorization to proceed
Construction Services	Dependent on permitting and contractor operations – closeout within 30 days of construction completion
Project Completion	Fall 2018

RESOLUTION

Approval of the Engineering & Construction Services Contract with Gourdie Fraser for installation of 12” water main loop in the amount of \$55,000 contingent on Board of Trustees approving requisite budget amendments to the EDDA and Water Funds.

Resolved by _____ Seconded by _____

- Yes:
- No:
- Absent:



Engineering
Surveying
Testing &
Operations

123 West Front Street
Traverse City, Michigan 49684
231 946 5874
231 946 3703

March 20, 2018

Ms. Kim Smith, Public Works Coordinator
Economic Development Authority
Charter Township of Union
2010 South Lincoln
Mt. Pleasant, MI 48858

RE: Water main Loop Pickard Road and Summerton Road to SCIT Water Park
GFA Proposal No. 18-152

Dear Ms. Smith:

Thank you for the opportunity to submit this proposal for the design, permitting and construction services for the water main loop along Pickard and Summerton Road. This proposal letter presents our scope of services, fee, time schedule, and "Standard Terms and Conditions." Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Part A Scope of Services

A.1 Project Location / Identification

This portion of the project involves the following general work items:
Installation of 12 inch water main extension including connecting to the existing 12" water mains on Summerton Road and Pickard Road to create a loop for reliability and increased fire flow.

A.2 Description of Basic Services of Engineer:

Preliminary Design Phase

During the Preliminary Design, Engineer shall:

1. Perform topographic survey of the existing project limits and prepare base maps using existing information and update as necessary.
2. Work in conjunction with the Union Township Department of Public Works to determine the limits of the new pipe, valves, fire hydrants and water services leads and incorporate into the design drawings, along with the limits of the existing road, curb and gutter, sidewalks, etc.
3. Prepare preliminary plans (60%) that will include the general scope of works such as:
 - a. Water main plan and profile layouts which will identify all of the fire hydrants and valves. Lay out proposed water main to ensure no conflicts with existing utilities.
4. Prepare preliminary contract bid documents and technical specifications.



5. **Contact the following agencies/utility companies to determine the location of their utility lines within the project area.**
 - a. **Consumers Energy**
 - b. **AT&T**
 - c. **DTE**
 - d. **Charter Communications**

6. **QA-QC.**

Final Design Phase

During the Final Design, Engineer shall:

1. **Prepare final Design plans for the water main.**
2. **Prepare final specifications, bidding sheets and contract documents so that the plans and specifications are ready for bidding.**
3. **Review plans with the Union Township Department of Public works.**
4. **Prepare permit applications and submit final plans and specifications to the following agencies (permit fees to be paid for by the EDA/Union Township).**
 - a. **MDOT**
 - b. **MDEQ**
 - c. **Isabella County Road Commission**
 - d. **Isabella County Drain Commission**

5. **QA-QC.**

Bidding Phase

During the Bidding, Engineer Shall:

1. **Reproduce sets of plans, specifications and bid documents.**
2. **Place advertisement in newspaper and MITA (Michigan Infrastructure & Transportation Association) (advertising costs to be paid for by the EDA/Union Township).**
3. **Mail bid packages to contractors**
4. **Assist Owner with soliciting bids from construction contractors.**
5. **Answer questions from prospective bidders.**



6. Issue addenda, as required, during the bidding phase.
7. Conduct bid opening.
8. Review bid proposals and make recommendations regarding award of contract.
9. Prepare documents for award of Contract and Construction Agreement.

A.3 Period of Service:

Time of Completion

This portion of the project will be completed in a timely manner and as rapidly as the Township/EDA agency approval process permits. We anticipate completing the design work within 45 days of authorization to proceed. We recommend bidding the project once permits are received.

PART B Construction Services

B.1 Project Location / Identification

1. Work location described in Part A.

B.2 Basic Construction Services

Construction Administration

1. Provide construction staking of the water main.
2. Organize and administer a pre-construction conference and prepare meeting minutes.
3. Review shop drawings submitted by the Contractor.
4. Make periodic visits by the engineer to the site (at least weekly) to monitor the general progress of the work, keep abreast of any problems and endeavor to resolve any disputes with may arise.
5. Review change order documents as required.
6. Review Contractor's payment request and approve periodic estimates for partial payment each month.
7. Provide Four (4) sets of plans and specifications to contractor for construction.
8. Address resident concerns as they may arise.



Construction Observation

1. Review materials directly related to the project upon delivery to the site.
2. Video tape or photograph the construction area prior to construction.
3. Review restoration and clean-up operations.
4. Perform density testing of the sand subbase and aggregate. Perform material testing as needed.
5. Provide full time construction inspection, witness and document the Contractors methods and procedures for testing the water main piping and applicable appurtenances for hydrostatic tests, chlorination and work in conjunction with the Union Township Department of Public Works to verify the bacteria testing and flushing operations.
6. Witness of construction installation of all piping and structures including the preparation of daily log of construction activities.
7. Review and verification of Contractors' requested quantities for payment.
8. Keep records of as-constructed measurements.
9. QA-QC

Project Closeout and Startup

1. Certify to the EDA/Union Township agencies that construction was completed in accordance with approved plans and specifications.
2. Review and transmit to the EDA/Union Township the following documents from the Contractor:
 - a. One Year Maintenance Bond.
 - b. Letter of Guarantee.
 - c. Affidavit of Completion
 - d. Waiver of Lien
3. Transmit the following documents to the EDA/Union Township:
 - a. Record Drawings of the newly constructed water main project.
 - b. Reports, witness sheets.
4. QA-QC.



B.3 Period of Service

Time of Completion: Construction services will be performed in the timely manner consistent with the contractors operations. Closeout will occur within 30 days of construction completion.

Part C Fee for Service

C.1 Fee For Services

Method of Payment for Services and Expenses of Engineer:

The Engineer will be paid the following lump sum fees for the Basic Services as indicated in Part A and Part B:

Part A. Design, Services

Preliminary Design	\$13,200
Final Design	\$12,400
<u>Bidding Services</u>	<u>\$ 4,650</u>
SUBTOTAL:	\$30,250

Part B. Construction Services

Construction Administration	\$10,475
Construction Observation	\$10,475
<u>Closeout & Start-up Services</u>	<u>\$ 3,800</u>
SUBTOTAL:	\$24,750

TOTAL A & B **\$55,000**

Changes, modifications, or additions to the Basic Services will be performed at the normal hourly rates for the personnel involved or at a negotiated fee.

Billings will be made once a month as the work progresses.

C.2 Additional Information

The following items are not reimbursable expenses and included in the Total Lump Sum Price.

Photocopies Prints Mylars/Vellums Travel Expenses




Contract Terms and Conditions

Exhibit 1 (attached), "Standard Terms and Conditions," dated September 2017 is incorporated into this proposal by reference.

Acceptance

If this proposal is acceptable to you, please sign where indicated below, initial page 2 of Exhibit 1 "Standard Terms and Conditions" and return a copy, of both, to my attention. Receipt of this signed proposal will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you in the very near future on this project.

<u>GFA</u>		<u>Name</u>
CONSULTANT		CLIENT/OWNER
 _____ Craig Goodrich	(Signature) (Name)	_____ Tom Kequom
Engineering Manager _____ 3-20-18	(Title) (Date)	_____ DDA Chairmain Charter Township of Union
231-946-5874 _____	(Phone No)	_____
craig@gfa.tc _____	(Email)	_____

Attachments: Exhibit 1 – Standard Terms and Conditions
Exhibit 2 – 2018 Billing Rates



Exhibit 1 - Standard Terms & Conditions

1) Basic Services

The Consultant will provide, or directly or via subcontractor, the services set forth in the attached Proposal Letter and any subsequent services set forth in Client/Owner approved Authorization for Additional Services. Client/Owner shall pay the Consultant for such services in accordance with this Agreement.

2) Client/Owner Responsibility

The Client/Owner shall provide the Consultant with all available criteria and information regarding the Client/Owner's requirements for the Project including design objectives and performance requirements. The Client/Owner shall furnish copies of any documentation standards, if any, along with the required information noted in the Proposal Letter. The Client/Owner shall provide for safe access to the Project site and make provisions for access to public and private property as required for the Consultant to perform the stated services. The Client/Owner shall provide examination of information from the Consultant and render timely decisions pertaining thereto.

The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client/Owner, including services and information provided by other design professionals or consultants directly to the Client/Owner. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

3) Time for Rendering Services

This Agreement shall remain in effect until terminated as provided herein. The time for performing services or providing deliverables will be as stated in the Proposal Letter or as adjusted by subsequent Authorizations. For the purposes of this Agreement the term "day" means a calendar day of 24 hours. The time for a Consultant's performance will be extended to the extent performance was delayed by causes beyond the control of the Consultant.

4) Termination or Suspension

If the Consultant's services are delayed or suspended by the Client/Owner for more than 30 days, through no fault of the Consultant, the Consultant shall be entitled to adjustments in rates or amounts of compensation to reflect incremental costs incurred due to the delay.

Either party may terminate this Agreement upon 30 days' notice of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. The Agreement will remain in effect if the party receiving such notice begins to correct its failure within seven days of receiving such notice and proceeds diligently to cure such failure within no more than sixty days.

If the Client/Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall give seven days written notice to the Client/Owner. In the event of suspension of services, the Consultant shall have no liability to the Client/Owner for delay or damage caused the Client/Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

5) Payments to Consultant

The Consultant shall prepare invoices for the Consultant's services in conjunction with the Project. Invoices will be prepared using the Consultant's standard format at least monthly and/or at the end of the Project. Invoices will include fees for reimbursable expenses at a rate of cost plus fifteen percent (15%). Invoices are due and payable upon receipt. If Client/Owner fails to make payment within 15 days of the invoice date, the amount due to the Consultant will increase 1 1/2 % per month (18% per annum) or the maximum rate allowed by law.

In the event of disputed or contested invoices only the contested portion shall be withheld from payment; the undisputed portion shall be paid. In the event of termination, the Consultant shall be paid for all authorized services performed or furnished and all reimbursable expenses incurred up to the effective date of termination.

In the event of legislative action that imposes taxes, fees or costs on the Consultant, the Client/Owner shall be invoiced those taxes, fees or costs in addition to the Consultant's fees and reimbursables.

6) Standard of Performance

The standard of care for all professional Consultant and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied under this Agreement or otherwise, in connection with Consultant's services.

The Consultant shall serve as Client/Owner's prime professional under this Agreement. Consultant may employ such sub-consultants as Consultant deems necessary to assist in the performance of the services stated herein. Consultant shall not be required to employ any sub-consultant unacceptable to Consultant.



During the construction phase of the project, the Consultant shall not supervise, direct, or have control over a Contractor's work. The Consultant shall not have authority over the means, methods, techniques, sequences, or procedures of construction selected by the Contractor. The Consultant shall not have authority over the safety precautions and programs of a Contractor nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing work associated with Project. Consultant shall not guarantee the performance of any Contractor with regard to the Contract Documents.

The Consultant shall not be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the plans and specifications prepared by the Consultant. The Consultant shall not have control over or charge of, and shall not be responsible for, acts of omissions of the Contractor or of any other persons or entities performing portions of the construction work.

It is understood that if the Consultant is not under authorization for supplying Construction Phase services that the Client/Owner assumes all responsibility for interpretations of the Contract Documents and waives any claims against the Consultant connected thereto.

7) Contractor Submittals

The Consultant may review the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plan and specifications issued by the Consultant. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

8) Construction Observation

If requested, the Consultant shall visit the project construction site to generally observe the construction work and answer any questions that the Client/Owner may have. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents. If the Client/Owner desires the Consultant to perform more frequent or

comprehensive observations of the construction work, this Agreement shall be amended to specifically state the additional scope of service, along with the additional compensation to be paid the Consultant for performing such service.

9) Jobsite Safety

Neither the performance of the services by the Consultant, nor the presence of the Consultant at a project construction site, shall impose any duty on the Consultant, nor relieve the construction contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client/Owner agrees that the construction contractor shall be solely responsible for jobsite and worker safety.

10) Responsibility for Construction

Evaluations of the Client/Owner's project budget, the preliminary estimate of construction cost and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's judgement as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Client/Owner has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client/Owner's project budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

11) Use of Documents

All Documents are instruments of service. Consultant shall retain copyright ownership therein (including right of reuse at the discretion of the Consultant) whether or not the Project is completed.

Digital project documents may be available to the Client/Owner in .pdf or .dwg formats using the Consultant's current software. Release of any digital Documents requires the Client/Owner to accept the terms and conditions stated in the Consultants "Digital Information Release Agreement".

The Client/Owner may make and retain copies of Documents for information and reference in connection the Project. Such documents are not to be used by



Exhibit 1 - Standard Terms & Conditions

Client/Owner or others on extensions of the project for which they were prepared or on any other project. Any such reuse or modification, without written verification or adaptation by Consultant will be at the Client/Owner's sole risk and without liability or legal exposure to Consultant or Consultant's sub-consultants.

12) Controlling Law

This Agreement is governed by, and subject to, the laws of the State of Michigan. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the State of Michigan and agree that such litigation shall be conducted only in the courts of Grand Traverse County, Michigan and no other courts, where this Agreement is made or performed or where the parties may reside.

13) Successors, Assigns, and Beneficiaries

The Client/Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to this Agreement. Neither the Client/Owner nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without written consent of the other unless such assignment, subletting or transfer is mandated or restricted by law.

14) Dispute Resolution

The Client/Owner and Consultant agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice.

Any claims or disputes made during design, construction or post-construction between the Client/Owner and Consultant shall be submitted to non-binding mediation. Client/Owner and Consultant agree to include similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

15) Allocation of Risk

To the fullest extent permitted by law, Client/Owner and Consultant:

- (1) waive against each other, and the other's employees, offices, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and
- (2) agree that Consultant's total liability to Client/Owner under this Agreement shall be limited to

the amount of the Consultant's fee. Consultant's liability shall be limited only to those damages resulting directly from Consultant's negligence.

The parties acknowledge that Consultant's scope of services does not include any services related to hazardous environmental conditions. If such conditions are encountered the Consultant may, without liability, suspend services.

16) Waiver of Consequential Damages

The Consultant and Client/Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either due to either party's termination of this agreement.

17) Waiver of Subrogation

The Consultant and Client/Owner waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire, or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work. The Consultant and Client/Owner, as appropriate, shall require of their contractors, subcontractors, consultants, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policy shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18) Applicability of Continuing Agreement

The terms and conditions set forth in this Agreement apply to each future authorization for services unless specifically modified. In the event of conflict between language herein and future authorization language, the authorization language shall take precedence for that authorization. Modifications to this Agreement shall be made in writing and copied to all parties. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding. Such stricken provisions shall be reformed to replace the stricken provision with one that is enforceable and is as close as possible to expressing the intention of the original.

_____(Owner's Initials)

REQUEST FOR EDA BOARD ACTION

To: Mark Stuhldreher - Township Manager **DATE:** April 11, 2018

FROM: Kim Smith – Public Works Coordinator **DATE FOR BOARD CONSIDERATION:** April 17, 2018

ACTION REQUESTED: Approval of Engineering & Construction Services Contract to Gourdie Fraser in the amount of \$80,100 for the replacement of Pump Station #1 located on Enterprise Drive.

Current Action Emergency

Funds Budgeted: If Yes Account # No N/A

Finance Approval _____

BACKGROUND INFORMATION

In February of 2018, the Economic Development Authority Board (EDA) approved a 2018/2019 Project List for both the East and West DDA Districts. As part of this list a project to replace/rehabilitate Pump Station #1, which is located on Enterprise Drive, was approved. This project will include abandoning the existing station and installing a new submersible station including pumps, motors, variable frequency drives, piping, flow meter, installing transducer, replacing control panel, and SCADA updates. The project is being completed to create additional capacity for existing and future users in the stations service area as well as to rehabilitate existing aging components of the station.

In accordance with our continuing “Standard Terms and Conditions” agreement Gourdie Fraser, the Township’s Engineer of Record, has submitted a proposal for completing the design, bidding, and construction observation services portion of the project.

Below are the estimated expenditures anticipated for this project.

	Estimated Cost
Engineering, Bidding, and Construction Services	\$80,100
Estimated Construction Cost	\$316,750
10% Contingency	\$31,675
Estimated Total Project Cost	\$428,525

SCOPE OF SERVICES

Design Services

- Preliminary Design
- Final Design
- Bidding Services

Construction Services

- Construction Administration
- Construction Observation

- Project Closeout and Start-up

JUSTIFICATION

Completion of this project will benefit the EDDA District and the overall township sewer system by increasing the capacity of the pump stations service area for existing and future users as well as increasing reliability through rehabilitation of aging station components.

PROJECT IMPROVEMENTS

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

1. **Community well-being and common good**

COSTS

DESIGN SERVICES	
Preliminary Design	\$20,500
Final Design	\$26,500
Bidding Services	\$7,000
Construction Services	
Construction Administration	\$21,000
Closeout & Start Up Services	\$5,100
Total	\$80,100

PROJECT FUNDING

The funding for this project will be split between the WDDA Fund and the Township Sewer Fund.

EDDA Fund	\$214,262.50
Township Sewer Fund	\$214,262.50
Total	\$428,525.00

Funds for this project are not included in the 2018 Fiscal Year Budget. A budget adjustment will be needed by the EDA Board and the Board of Trustees.

PROJECT TIME TABLE

Design Services	Within 100 days of authorization to proceed
Construction Services	Dependent on permitting and contractor operations – closeout within 30 days of construction completion
Project Completion	Project will be bid in late 2018 – Construction to begin in Spring of 2019

RESOLUTION

Approval of the Engineering & Construction Services Contract with Gourdie Fraser in the amount of \$80,100 for the replacement/rehabilitation of Pump Station #1 located on Enterprise Drive contingent on Board of Trustees approving requisite budget amendments to the EDDA and Water Funds.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



March 20, 2018

Ms. Kim Smith, Public Works Coordinator
Economic Development Authority
Charter Township of Union
2010 South Lincoln
Mt. Pleasant, MI 48858

RE: Sanitary Sewer Pump Station #1 Replacement
GFA Proposal No. 18-160

Dear Ms. Smith:

Thank you for the opportunity to submit this proposal for Pump Station #1 upgrades. This proposal letter presents our scope of services, fee, time schedule, and "Standard Terms and Conditions." Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Part A Scope of Services

A.1. Project Description

Design, permit, bid and construction administration to replace the existing Pump Station #1 to accommodate the expanding service area and increase capacity. The existing station and associated infrastructure has a rated capacity of 200 gallons per minute (gpm) however based upon flow data provided by the Township DPW is and will experience future flows of 500 gpm. The improvements proposed are to account for 20 year + life expectancy and include the abandonment of the existing station and installation of a new submersible station including pumps/ motors, variable frequency drives, piping, bypass and meter vault, control panel and SCADA.

A.2. Scope of Services

Preliminary Design Phase

During the Preliminary Design Phase, Engineer shall:

1. Update existing topographic survey of the immediate area surrounding and including the lift station site to prepare a base map for the site drawing.
2. Perform a site visit to measure the existing equipment layouts, evaluate salvageable materials within the lift station to meet design requirements.
3. Meet with the Township staff, DPW staff, and representatives to review the plan.



4. Prepare preliminary plans that will indicate the general scope of work such as instrumentation and electrical layouts, piping and mechanical layouts, and other general related project work.
5. Engineer will use Township's integrator (Perceptive Controls) for instrumentation and controls. Coordinate with the Township and instrumentation and control sub-contractors to meet the Townships needs and wants.
6. Contact the following agencies/utility companies to determine the location of their utility lines within the project area, if necessary.
 - a. Consumers Energy
 - b. AT&T
 - c. DTE
 - d. Charter Communications
 - e. Other Utilities

Final Design Phase

During the Final Design Phase, Engineer shall:

1. Prepare final design plans for the proposed lift station replacement.
2. Prepare general specifications, bidding sheets, and contract documents so that plans and specifications are ready for bids.
3. Submit final lift station upgrade plans to the Michigan Department of Environmental Quality for state approval and permit under Part 41 of Act 451 requirements.

A partial listing of services that are not included in this part of the proposal include special meetings, and other services not specifically stated above.

Bidding Phase

During the Bidding Phase, Engineer shall:

1. Reproduce sets of plans, specifications, and bid documents.
2. Place advertisement in newspaper and MITA (Michigan Infrastructure & Transportation Association) (advertising costs to be paid for by the EDA, Union Township).
3. Mail bid packages to contractors.
4. Assist Owner with soliciting bids from construction contractors.
5. Answer questions from prospective bidders.
6. Schedule and attend a preliminary bid meeting for all bidders.



7. Issue addenda, as required, during the bidding phase.
8. Conduct bid opening.
9. Review bid proposals and make recommendations regarding award of Contract.
10. Prepare documents for award of Contract and Construction Agreement.

A.3 Period of Service

Time of Completion

This portion of the project will be completed in a timely manner and as rapidly as the EDA/Township and agency approval process permits. We will complete the design work within 100 days of authorization to proceed. Project to be bid late in 2018, construction will begin Spring 2019 as requested by Township.

Part B Construction Services

B.1 Project Location/Identification

1. Work included in Part A

B.2 Basic Services of Engineer

Construction Administration Phase

1. Organize and administer a pre-construction conference and prepare meeting minutes.
2. Review shop drawings submitted by the Contractor.
3. Make periodic visits by the engineer to the site (at least weekly) to monitor the general progress of the work, keep abreast of any problems and resolve any disputes.
4. Review change order documents as required.
5. Review Contractor's payment requests and approve periodic estimates for partial payment each month.
6. Provide four (4) sets of plans and specifications to Contractor for construction.
7. Handle public complaints.

Construction Observation Phase

1. Review materials directly related to the upgrade upon delivery to the site.



2. Review clean-up operations.

Project Closeout and Start-up

1. Perform a start-up of the station upgrade components.
2. Certify to the Owner and agencies that construction was completed in accordance with approved plans and specifications.
3. Review and transmit to the Owner the following documents from the Contractor:
 - a. One-Year Maintenance Bond
 - b. Letter of Guarantee
 - c. Affidavit of Completion
 - d. Waiver of Lien
4. Transmit the following documents to the Owner:
 - a. O&M Manuals
 - b. Record Drawings

B.3 Period of Service

Time of Completion

Construction services will be performed in a timely manner consistent with the contractor's operations. Closeout will occur within 30 days of construction completion.

Part C Fee for Services

C.1 Fee For Service

Method of Payment for Services and Expenses of Engineer:

The Engineer will be paid the following lump sum fees for the Basic Services as indicated in Part A Part B for the Pump Station No. 1 Upgrade as noted in this exhibit:

Part A. Design, Services for the Pump Station No. 1 Upgrade

Preliminary Design	\$20,500
Final Design	\$26,500
<u>Bidding Services</u>	<u>\$ 7,000</u>
SUBTOTAL:	\$54,000

Part B. Construction Services for the Pump Station No. 1 Upgrade

Construction Administration	\$21,000
<u>Closeout & Start-up Services</u>	<u>\$ 5,100</u>
SUBTOTAL:	\$26,100
TOTAL A & B	\$80,100



Changes, modifications, or additions to the Basic Services will be performed at the normal hourly rates for the personnel involved or at a negotiated fee.

Billings will be made once a month as the work progresses.

C.2 Additional Information

The following items are not reimbursable expenses and included in the Total Lump Sum Price.


- Photocopies Prints Mylars/Vellums Travel Expenses

Contract Terms and Conditions

Exhibit 1 (attached), "Standard Terms and Conditions," dated September 2017 is incorporated into this proposal by reference.

Acceptance

If this proposal is acceptable to you, please sign where indicated below, initial page 2 of Exhibit 1 "Standard Terms and Conditions" and return a copy, of both, to my attention. Receipt of this signed proposal will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you in the very near future on this project.

<u>GFA</u>		<u>Name</u>
CONSULTANT		CLIENT/OWNER
	(Signature)	
Craig Goodrich	(Name)	Tom Kequom
Engineering Manager	(Title)	DDA Chairman Charter Township of Union
	(Date)	
231-946-5874	(Phone No)	
craig@gfa.tc	(Email)	

Attachments: Exhibit 1 – Standard Terms and Conditions
Exhibit 2 – 2018 Billing Rates



1) Basic Services

The Consultant will provide, or directly or via subcontractor, the services set forth in the attached Proposal Letter and any subsequent services set forth in Client/Owner approved Authorization for Additional Services. Client/Owner shall pay the Consultant for such services in accordance with this Agreement.

2) Client/Owner Responsibility

The Client/Owner shall provide the Consultant with all available criteria and information regarding the Client/Owner's requirements for the Project including design objectives and performance requirements. The Client/Owner shall furnish copies of any documentation standards, if any, along with the required information noted in the Proposal Letter. The Client/Owner shall provide for safe access to the Project site and make provisions for access to public and private property as required for the Consultant to perform the stated services. The Client/Owner shall provide examination of information from the Consultant and render timely decisions pertaining thereto.

The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client/Owner, including services and information provided by other design professionals or consultants directly to the Client/Owner. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

3) Time for Rendering Services

This Agreement shall remain in effect until terminated as provided herein. The time for performing services or providing deliverables will be as stated in the Proposal Letter or as adjusted by subsequent Authorizations. For the purposes of this Agreement the term "day" means a calendar day of 24 hours. The time for a Consultant's performance will be extended to the extent performance was delayed by causes beyond the control of the Consultant.

4) Termination or Suspension

If the Consultant's services are delayed or suspended by the Client/Owner for more than 30 days, through no fault of the Consultant, the Consultant shall be entitled to adjustments in rates or amounts of compensation to reflect incremental costs incurred due to the delay.

Either party may terminate this Agreement upon 30 days' notice of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. The Agreement will remain in effect if the party receiving such notice begins to correct its failure within seven days of receiving such notice and proceeds diligently to cure such failure within no more than sixty days.

If the Client/Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall give seven days written notice to the Client/Owner. In the event of suspension of services, the Consultant shall have no liability to the Client/Owner for delay or damage caused the Client/Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

5) Payments to Consultant

The Consultant shall prepare invoices for the Consultant's services in conjunction with the Project. Invoices will be prepared using the Consultant's standard format at least monthly and/or at the end of the Project. Invoices will include fees for reimbursable expenses at a rate of cost plus fifteen percent (15%). Invoices are due and payable upon receipt. If Client/Owner fails to make payment within 15 days of the invoice date, the amount due to the Consultant will increase 1½ % per month (18% per annum) or the maximum rate allowed by law.

In the event of disputed or contested invoices only the contested portion shall be withheld from payment; the undisputed portion shall be paid. In the event of termination, the Consultant shall be paid for all authorized services performed or furnished and all reimbursable expenses incurred up to the effective date of termination.

In the event of legislative action that imposes taxes, fees or costs on the Consultant, the Client/Owner shall be invoiced those taxes, fees or costs in addition to the Consultant's fees and reimbursables.

6) Standard of Performance

The standard of care for all professional Consultant and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied under this Agreement or otherwise, in connection with Consultant's services.

The Consultant shall serve as Client/Owner's prime professional under this Agreement. Consultant may employ such sub-consultants as Consultant deems necessary to assist in the performance of the services stated herein. Consultant shall not be required to employ any sub-consultant unacceptable to Consultant.



During the construction phase of the project, the Consultant shall not supervise, direct, or have control over a Contractor's work. The Consultant shall not have authority over the means, methods, techniques, sequences, or procedures of construction selected by the Contractor. The Consultant shall not have authority over the safety precautions and programs of a Contractor nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing work associated with Project. Consultant shall not guarantee the performance of any Contractor with regard to the Contract Documents.

The Consultant shall not be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the plans and specifications prepared by the Consultant. The Consultant shall not have control over or charge of, and shall not be responsible for, acts of omissions of the Contractor or of any other persons or entities performing portions of the construction work.

It is understood that if the Consultant is not under authorization for supplying Construction Phase services that the Client/Owner assumes all responsibility for interpretations of the Contract Documents and waives any claims against the Consultant connected thereto.

7) Contractor Submittals

The Consultant may review the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plan and specifications issued by the Consultant. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

8) Construction Observation

If requested, the Consultant shall visit the project construction site to generally observe the construction work and answer any questions that the Client/Owner may have. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents. If the Client/Owner desires the Consultant to perform more frequent or

comprehensive observations of the construction work, this Agreement shall be amended to specifically state the additional scope of service, along with the additional compensation to be paid the Consultant for performing such service.

9) Jobsite Safety

Neither the performance of the services by the Consultant, nor the presence of the Consultant at a project construction site, shall impose any duty on the Consultant, nor relieve the construction contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client/Owner agrees that the construction contractor shall be solely responsible for jobsite and worker safety.

10) Responsibility for Construction

Evaluations of the Client/Owner's project budget, the preliminary estimate of construction cost and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's judgement as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Client/Owner has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client/Owner's project budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

11) Use of Documents

All Documents are instruments of service. Consultant shall retain copyright ownership therein (including right of reuse at the discretion of the Consultant) whether or not the Project is completed.

Digital project documents may be available to the Client/Owner in .pdf or .dwg formats using the Consultant's current software. Release of any digital Documents requires the Client/Owner to accept the terms and conditions stated in the Consultants "Digital Information Release Agreement".

The Client/Owner may make and retain copies of Documents for information and reference in connection the Project. Such documents are not to be used by

Agreement Between Client/Owner and Consultant for Professional Services



Client/Owner or others on extensions of the project for which they were prepared or on any other project. Any such reuse or modification, without written verification or adaptation by Consultant will be at the Client/Owner's sole risk and without liability or legal exposure to Consultant or Consultant's sub-consultants.

12) Controlling Law

This Agreement is governed by, and subject to, the laws of the State of Michigan. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the State of Michigan and agree that such litigation shall be conducted only in the courts of Grand Traverse County, Michigan and no other courts, where this Agreement is made or performed or where the parties may reside.

13) Successors, Assigns, and Beneficiaries

The Client/Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to this Agreement. Neither the Client/Owner nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without written consent of the other unless such assignment, subletting or transfer is mandated or restricted by law.

14) Dispute Resolution

The Client/Owner and Consultant agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice.

Any claims or disputes made during design, construction or post-construction between the Client/Owner and Consultant shall be submitted to non-binding mediation. Client/Owner and Consultant agree to include similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

15) Allocation of Risk

To the fullest extent permitted by law, Client/Owner and Consultant:

- (1) waive against each other, and the other's employees, offices, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and
- (2) agree that Consultant's total liability to Client/Owner under this Agreement shall be limited to

the amount of the Consultant's fee. Consultant's liability shall be limited only to those damages resulting directly from Consultant's negligence.

The parties acknowledge that Consultant's scope of services does not include any services related to hazardous environmental conditions. If such conditions are encountered the Consultant may, without liability, suspend services.

16) Waiver of Consequential Damages

The Consultant and Client/Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this agreement.

17) Waiver of Subrogation

The Consultant and Client/Owner waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire, or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work. The Consultant and Client/Owner, as appropriate, shall require of their contractors, subcontractors, consultants, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policy shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18) Applicability of Continuing Agreement

The terms and conditions set forth in this Agreement apply to each future authorization for services unless specifically modified. In the event of conflict between language herein and future authorization language, the authorization language shall take precedence for that authorization. Modifications to this Agreement shall be made in writing and copied to all parties. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding. Such stricken provisions shall be reformed to replace the stricken provision with one that is enforceable and is as close as possible to expressing the intention of the original.

_____ (Owner's Initials)



EXHIBIT 2 2018 BILLING RATES

Classification	Hourly Rate	Classification	Hourly Rate
Engineering Office Manager	\$140	Director of Surveying	\$160
Senior Project Manager	\$130	Director of Hydrographic Surveying	\$150
Project Manager	\$120	Professional Surveyor IV	\$150
Structural Engineer	\$125	Professional Surveyor II	\$120
Project Engineer	\$95	Project Surveyor	\$85
Design Engineer	\$90	Survey Crew Chief	\$75
Design CAD Leader	\$90	Survey Crew Person	\$60
Design CAD Technician III	\$85	1 Person Survey Crew	\$95
Design CAD Technician II	\$80	Senior Testing & Inspection Technician	\$80
Design CAD Technician I	\$70	Testing & Inspection Technician II	\$70
GIS Technician	\$85	Testing & Inspection Technician I	\$60
Construction Layout Technician	\$65	Operations & Maintenance Technician II	\$80
Director of Development & Marketing	\$130	Operations & Maintenance Technician I	\$70
Marketing Coordinator	\$75	Controller	\$105
Licensed UAV Pilot	\$85	Project Manager Assistant	\$65
		Administrative Assistant	\$60

REIMBURSABLE CHARGES

Reimbursables such as off-site printing, postage, permits, sub consultants, rentals, etc. will be invoiced at cost plus 15%.
Expert Witness Testimony & Preparation will be invoiced at 1.5 x billing rate

Prints, Plots & Copies	B & W	Color	Survey Equipment Rental Cost	
8½ x 11	\$0.10	\$0.20	C10 Scanner	\$1,500 Day
8½ x 14	\$0.15	\$0.30	C10 Scanner	\$1,000 4 Hours
11 x 17	\$0.20	\$0.40	C10 Scanner	\$400 Hour
24 X 36	\$3.00	\$6.00	Digital Level	\$30 Day
Other Sizes	\$.50 SF	\$1.00 SF	Static GPS Rental (per Receiver)	\$150 Day
Binding	\$3.00	\$3.00	Robotic Total Station	\$30 Hour
				\$200 Day
Travel			Real Time GPS	\$30 Hour
Mileage	\$0.545 Mile			\$200 Day
Per Diem (Day)	\$111.00 Day		ATV or Snowmobile	\$350 Day
			UTV or Side by Side	\$495 Day
Misc.			Hydrographic Sounder (single beam)	\$350 Day
Postage/Shipping Costs	Cost Plus 15%		Surveyor Boat I - 14'	\$130 Day
Permit Fees	Cost Plus 15%		Surveyor Boat II - 16'	\$175 Day
Computer	\$14.00 Day		Surveyor Boat III - 22'	\$300 Day
Rentals	Cost Plus 15%		Surveyor Kayak	\$25/\$100 Day/Week
Generator	\$25.00 Hour		Lath	\$0.55 Each
Materials Testing Equipment			Curb Stakes and/or Slope Stakes	\$0.49 Each
Beam Breaker	\$50 Day		Station Stakes	\$0.98 Each
Concrete Beams	\$25 Each		Concrete Monuments	\$10.00 Day
Coring Machine	\$75 Day		Re-Bar	\$1.00 Day
12" Core Bit Extractor	\$100 Day		Ground Penetrating Radar	\$380 Day
Concrete Cylinder	\$20 Each		charge per hour after 8 hours	\$90 Hour
Nuclear Density Gauge	\$54 Day		Aerial Imaging/UAV	\$100 Day
O & M Equipment	Daily Rate	Weekly Rate	Monthly Rate	
Portable Sampler	\$40	\$200	\$450	
Portable Flow Meter	\$50	\$275	\$600	
Fresh Air Blower	\$20	\$100	\$165	
Gas Meter	\$15	\$75	\$165	
Tripod with Harness	\$15	\$75	\$165	
Rain Gauge with Data logger	NA	\$50	\$110	

01/31/2018

REQUEST FOR EDA BOARD ACTION

To: Mark Stuhldreher - Township Manager **DATE:** April 11, 2018

FROM: Kim Smith – Public Works Coordinator **DATE FOR BOARD CONSIDERATION:** April 17, 2018

ACTION REQUESTED: Approval of Engineering & Construction Services Contract to Gourdie Fraser in the amount of \$48,200 for the upgrade/rehabilitation of Pump Station #14 located on May Street.

Current Action Emergency

Funds Budgeted: If Yes Account # No N/A

Finance Approval _____

BACKGROUND INFORMATION

In February of 2018, the Economic Development Authority Board (EDA) approved a 2018/2019 Project List for both the East and West DDA districts. As part of this list a project to upgrade and rehabilitate Pump Station #14, which is located on May Street, was approved. This project will include replacing the pumps, variable frequency drives, flow meter, installing transducer, replacing control panel above ground, and SCADA updates. The project is being completed to create an additional 288 REU's in the stations service area as well as to rehabilitate existing aging components of the station.

In accordance with our continuing "Standard Terms and Conditions" agreement Gourdie Fraser, the Township's Engineer of Record, has submitted a proposal for completing the design, bidding, and construction observation services portion of the project.

Below are the estimated expenditures anticipated for this project.

	Estimated Cost
Engineering, Bidding, and Construction Services	\$48,200
Estimated Construction Cost	\$208,500
10% Contingency	\$20,850
Estimated Total Project Cost	\$277,550

SCOPE OF SERVICES

Design Services

- Preliminary Design
- Final Design
- Bidding Services

Construction Services

- Construction Administration
- Construction Observation
- Project Closeout and Start-up

JUSTIFICATION

Completion of this project will benefit the WDDA District and the overall township sewer system by increasing the number of REU's in the area and increasing reliability through rehabilitation of aging station components.

PROJECT IMPROVEMENTS

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

1. **Community well-being and common good**

COSTS

DESIGN SERVICES	
Preliminary Design	\$12,000
Final Design	\$12,000
Bidding Services	\$5,200
Construction Services	
Construction Administration	\$16,800
Closeout & Start Up Services	\$2,200
Total	\$48,200

PROJECT FUNDING

The funding for this project will be split between the WDDA Fund and the Township Sewer Fund.

WDDA Fund	\$200,000.00
Township Sewer Fund	\$ 77,550.00
Total	\$277,550.00

Funds for this project are not included in the 2018 Fiscal Year Budget. A budget adjustment will be needed by the EDA Board and the Board of Trustees.

PROJECT TIME TABLE

Design Services	Within 45 days of authorization to proceed
Construction Services	Dependent on permitting and contractor operations – closeout within 30 days of construction completion
Project Completion	Fall 2018

RESOLUTION

Approval of the Engineering & Construction Services Contract with Gourdie Fraser in the amount of \$48,200 for the upgrade/rehabilitation of Pump Station #14 located on May Street contingent on Board of Trustees approving requisite budget amendments to the EDDA and Water Funds.

Resolved by _____ Seconded by _____

- Yes:
- No:
- Absent:



March 20, 2018

Ms. Kim Smith, Public Works Coordinator
Economic Development Authority
Charter Township of Union
2010 South Lincoln
Mt. Pleasant, MI 48858

RE: Sanitary Sewer Pump Station #14 Upgrades/Rehabilitation (Rehab Dry Pit and Wet Well)
GFA Proposal No. 18-161

Dear Ms. Smith:

Thank you for the opportunity to submit this proposal for Pump Station #14 upgrades. This proposal letter presents our scope of services, fee, time schedule, and "Standard Terms and Conditions." Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Part A Scope of Services

A.1. Project Description

Design, permit, bid and construction administration to provide necessary improvements to the existing Pump Station #14 to upgrade and replace pumps and materials including variable frequency drives, flow meter, transducer, new control panel above ground and SCADA updates.

A.2. Scope of Services

Preliminary Design Phase

During the Preliminary Design Phase, Engineer shall:

1. Update existing topographic survey of the immediate area surrounding and including the lift station site to prepare a base map for the site drawing.
2. Perform a site visit to measure the existing equipment layouts within the lift station to determine design requirements.
3. Meet with the Township staff, DPW staff, and representatives to review the plan.
4. Prepare preliminary plans that will indicate the general scope of work such as instrumentation and electrical layouts, piping and mechanical layouts, and other general related project work.



5. Engineer will utilize Township's integrator (Perceptive Controls) for instrumentation and controls. Coordinate with the Township and instrumentation and control sub-contractors to meet the Townships needs and wants.
6. Contact the following agencies/utility companies to determine the location of their utility lines within the project area, if necessary.
 - a. Consumers Energy
 - b. AT&T
 - c. DTE
 - d. Charter Communications
 - e. Other Utilities

Final Design Phase

During the Final Design Phase, Engineer shall:

1. Prepare final design plans for the proposed lift station upgrade.
2. Prepare general specifications, bidding sheets, and contract documents so that plans and specifications are ready for bids.
3. Submit final lift station upgrade plans to the Michigan Department of Environmental Quality for state approval and permit under Part 41 of Act 451 requirements.

A partial listing of services that are not included in this part of the proposal include special meetings, and other services not specifically stated above.

Bidding Phase

During the Bidding Phase, Engineer shall:

1. Reproduce sets of plans, specifications, and bid documents.
2. Place advertisement in newspaper and MITA (Michigan Infrastructure & Transportation Association) (advertising costs to be paid for by the EDA, Union Township).
3. Mail bid packages to contractors.
4. Assist Owner with soliciting bids from construction contractors.
5. Answer questions from prospective bidders.
6. Schedule and attend a preliminary bid meeting for all bidders.
7. Issue addenda, as required, during the bidding phase.



8. Conduct bid opening.
9. Review bid proposals and make recommendations regarding award of Contract.
10. Prepare documents for award of Contract and Construction Agreement.

A.3 Period of Service

Time of Completion

This portion of the project will be completed in a timely manner and as rapidly as the EDA/Township and agency approval process permits. We will complete the design work of the preferred route within 45 days of authorization to proceed. The intent is to have upgrades completed by Fall of 2018.

Part B Construction Services

B.1 Project Location/Identification

1. Work included in Part A

B.2 Basic Services of Engineer

Construction Administration Phase

1. Organize and administer a pre-construction conference and prepare meeting minutes.
2. Review shop drawings submitted by the Contractor.
3. Make periodic visits by the engineer to the site (at least weekly) to monitor the general progress of the work, keep abreast of any problems and resolve any disputes.
4. Review change order documents as required.
5. Review Contractor's payment requests and approve periodic estimates for partial payment each month.
6. Provide four (4) sets of plans and specifications to Contractor for construction.
7. Handle public complaints.

Construction Observation Phase

1. Review materials directly related to the upgrade upon delivery to the site.
2. Review clean-up operations.



Project Closeout and Start-up

1. Perform a start-up of the station upgrade components.
2. Certify to the Owner and agencies that construction was completed in accordance with approved plans and specifications.
3. Review and transmit to the Owner the following documents from the Contractor:
 - a. One-Year Maintenance Bond
 - b. Letter of Guarantee
 - c. Affidavit of Completion
 - d. Waiver of Lien
4. Transmit the following documents to the Owner:
 - a. O&M Manuals
 - b. Record Drawings

B.3 Period of Service

Time of Completion

Construction services will be performed in a timely manner consistent with the contractor's operations. Closeout will occur within 30 days of construction completion.

Part C Fee for Services

C.1 Fee For Service

Method of Payment for Services and Expenses of Engineer:

The Engineer will be paid the following lump sum fees for the Basic Services as indicated in Part A Part B for the Pump Station No. 14 Upgrade as noted in this exhibit:

Part A. Design, Services for the Pump Station No. 14 Upgrade

Preliminary Design	\$12,000
Final Design	\$12,000
<u>Bidding Services</u>	<u>\$ 5,200</u>
SUBTOTAL:	\$29,200

Part B. Construction Services for the Pump Station No. 14 Upgrade

Construction Administration	\$16,800
<u>Closeout & Start-up Services</u>	<u>\$ 2,200</u>
SUBTOTAL:	\$19,000

TOTAL A & B **\$48,200**



Changes, modifications, or additions to the Basic Services will be performed at the normal hourly rates for the personnel involved or at a negotiated fee.

Billings will be made once a month as the work progresses.

C.2 Additional Information

The following items are not reimbursable expenses and included in the Total Lump Sum Price.


- Photocopies Prints Mylars/Vellums Travel Expenses

Contract Terms and Conditions

Exhibit 1 (attached), "Standard Terms and Conditions," dated September 2017 is incorporated into this proposal by reference.

Acceptance

If this proposal is acceptable to you, please sign where indicated below, initial page 2 of Exhibit 1 "Standard Terms and Conditions" and return a copy, of both, to my attention. Receipt of this signed proposal will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you in the very near future on this project.

<u>GFA</u>		<u>Name</u>
<u>CONSULTANT</u>		<u>CLIENT/OWNER</u>
<u></u>	<u>(Signature)</u>	<u>Tom Kequom</u>
<u>Craig Goodrich</u>	<u>(Name)</u>	<u>DDA Chairman</u>
<u>Engineering Manager</u>	<u>(Title)</u>	<u>Charter Township of Union</u>
<u>3-20-18</u>	<u>(Date)</u>	<u></u>
<u>231-946-5874</u>	<u>(Phone No)</u>	<u></u>
<u>craig@gfa.tc</u>	<u>(Email)</u>	<u></u>

Attachments: Exhibit 1 – Standard Terms and Conditions
Exhibit 2 – 2018 Billing Rates



1) Basic Services

The Consultant will provide, or directly or via subcontractor, the services set forth in the attached Proposal Letter and any subsequent services set forth in Client/Owner approved Authorization for Additional Services. Client/Owner shall pay the Consultant for such services in accordance with this Agreement.

2) Client/Owner Responsibility

The Client/Owner shall provide the Consultant with all available criteria and information regarding the Client/Owner's requirements for the Project including design objectives and performance requirements. The Client/Owner shall furnish copies of any documentation standards, if any, along with the required information noted in the Proposal Letter. The Client/Owner shall provide for safe access to the Project site and make provisions for access to public and private property as required for the Consultant to perform the stated services. The Client/Owner shall provide examination of information from the Consultant and render timely decisions pertaining thereto.

The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client/Owner, including services and information provided by other design professionals or consultants directly to the Client/Owner. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

3) Time for Rendering Services

This Agreement shall remain in effect until terminated as provided herein. The time for performing services or providing deliverables will be as stated in the Proposal Letter or as adjusted by subsequent Authorizations. For the purposes of this Agreement the term "day" means a calendar day of 24 hours. The time for a Consultant's performance will be extended to the extent performance was delayed by causes beyond the control of the Consultant.

4) Termination or Suspension

If the Consultant's services are delayed or suspended by the Client/Owner for more than 30 days, through no fault of the Consultant, the Consultant shall be entitled to adjustments in rates or amounts of compensation to reflect incremental costs incurred due to the delay.

Either party may terminate this Agreement upon 30 days' notice of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. The Agreement will remain in effect if the party receiving such notice begins to correct its failure within seven days of receiving such notice and proceeds diligently to cure such failure within no more than sixty days.

If the Client/Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall give seven days written notice to the Client/Owner. In the event of suspension of services, the Consultant shall have no liability to the Client/Owner for delay or damage caused the Client/Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

5) Payments to Consultant

The Consultant shall prepare invoices for the Consultant's services in conjunction with the Project. Invoices will be prepared using the Consultant's standard format at least monthly and/or at the end of the Project. Invoices will include fees for reimbursable expenses at a rate of cost plus fifteen percent (15%). Invoices are due and payable upon receipt. If Client/Owner fails to make payment within 15 days of the invoice date, the amount due to the Consultant will increase 1 1/2 % per month (18% per annum) or the maximum rate allowed by law.

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In the event of legislative action that imposes taxes, fees or costs on the Consultant, the Client/Owner shall be invoiced those taxes, fees or costs in addition to the Consultant's fees and reimbursables.

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The standard of care for all professional Consultant and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied under this Agreement or otherwise, in connection with Consultant's services.

The Consultant shall serve as Client/Owner's prime professional under this Agreement. Consultant may employ such sub-consultants as Consultant deems necessary to assist in the performance of the services stated herein. Consultant shall not be required to employ any sub-consultant unacceptable to Consultant.



During the construction phase of the project, the Consultant shall not supervise, direct, or have control over a Contractor's work. The Consultant shall not have authority over the means, methods, techniques, sequences, or procedures of construction selected by the Contractor. The Consultant shall not have authority over the safety precautions and programs of a Contractor nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing work associated with Project. Consultant shall not guarantee the performance of any Contractor with regard to the Contract Documents.

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9) Jobsite Safety

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All Documents are instruments of service. Consultant shall retain copyright ownership therein (including right of reuse at the discretion of the Consultant) whether or not the Project is completed.

Digital project documents may be available to the Client/Owner in .pdf or .dwg formats using the Consultant's current software. Release of any digital Documents requires the Client/Owner to accept the terms and conditions stated in the Consultants "Digital Information Release Agreement".

The Client/Owner may make and retain copies of Documents for information and reference in connection the Project. Such documents are not to be used by



Client/Owner or others on extensions of the project for which they were prepared or on any other project. Any such reuse or modification, without written verification or adaptation by Consultant will be at the Client/Owner's sole risk and without liability or legal exposure to Consultant or Consultant's sub-consultants.

12) Controlling Law

This Agreement is governed by, and subject to, the laws of the State of Michigan. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the State of Michigan and agree that such litigation shall be conducted only in the courts of Grand Traverse County, Michigan and no other courts, where this Agreement is made or performed or where the parties may reside.

13) Successors, Assigns, and Beneficiaries

The Client/Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to this Agreement. Neither the Client/Owner nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without written consent of the other unless such assignment, subletting or transfer is mandated or restricted by law.

14) Dispute Resolution

The Client/Owner and Consultant agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice.

Any claims or disputes made during design, construction or post-construction between the Client/Owner and Consultant shall be submitted to non-binding mediation. Client/Owner and Consultant agree to include similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

15) Allocation of Risk

To the fullest extent permitted by law, Client/Owner and Consultant:

- (1) waive against each other, and the other's employees, offices, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and
- (2) agree that Consultant's total liability to Client/Owner under this Agreement shall be limited to

the amount of the Consultant's fee. Consultant's liability shall be limited only to those damages resulting directly from Consultant's negligence.

The parties acknowledge that Consultant's scope of services does not include any services related to hazardous environmental conditions. If such conditions are encountered the Consultant may, without liability, suspend services.

16) Waiver of Consequential Damages

The Consultant and Client/Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either due to either party's termination of this agreement.

17) Waiver of Subrogation

The Consultant and Client/Owner waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire, or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work. The Consultant and Client/Owner, as appropriate, shall require of their contractors, subcontractors, consultants, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policy shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18) Applicability of Continuing Agreement

The terms and conditions set forth in this Agreement apply to each future authorization for services unless specifically modified. In the event of conflict between language herein and future authorization language, the authorization language shall take precedence for that authorization. Modifications to this Agreement shall be made in writing and copied to all parties. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding. Such stricken provisions shall be reformed to replace the stricken provision with one that is enforceable and is as close as possible to expressing the intention of the original.

_____ (Owner's Initials)



EXHIBIT 2
2018 BILLING RATES

Classification	Hourly Rate	Classification	Hourly Rate
Engineering Office Manager	\$140	Director of Surveying	\$160
Senior Project Manager	\$130	Director of Hydrographic Surveying	\$150
Project Manager	\$120	Professional Surveyor IV	\$150
Structural Engineer	\$125	Professional Surveyor II	\$120
Project Engineer	\$95	Project Surveyor	\$85
Design Engineer	\$90	Survey Crew Chief	\$75
Design CAD Leader	\$90	Survey Crew Person	\$60
Design CAD Technician III	\$85	1 Person Survey Crew	\$95
Design CAD Technician II	\$80	Senior Testing & Inspection Technician	\$80
Design CAD Technician I	\$70	Testing & Inspection Technician II	\$70
GIS Technician	\$85	Testing & Inspection Technician I	\$60
Construction Layout Technician	\$65	Operations & Maintenance Technician II	\$80
Director of Development & Marketing	\$130	Operations & Maintenance Technician I	\$70
Marketing Coordinator	\$75	Controller	\$105
Licensed UAV Pilot	\$85	Project Manager Assistant	\$65
		Administrative Assistant	\$60

REIMBURSABLE CHARGES

Reimbursables such as off-site printing, postage, permits, sub consultants, rentals, etc. will be invoiced at cost plus 15%.
Expert Witness Testimony & Preparation will be invoiced at 1.5 x billing rate

Prints, Plots & Copies	B & W	Color	Survey Equipment Rental Cost	
8 1/2 x 11	\$0.10	\$0.20	C10 Scanner	\$1,500 Day
8 1/2 x 14	\$0.15	\$0.30	C10 Scanner	\$1,000 4 Hours
11 x 17	\$0.20	\$0.40	C10 Scanner	\$400 Hour
24 X 36	\$3.00	\$6.00	Digital Level	\$30 Day
Other Sizes	\$.50 SF	\$1.00 SF	Static GPS Rental (per Receiver)	\$150 Day
Binding	\$3.00	\$3.00	Robotic Total Station	\$30 Hour
				\$200 Day
				\$30 Hour
Travel			Real Time GPS	
Mileage	\$0.545 Mile		ATV or Snowmobile	\$350 Day
Per Diem (Day)	\$111.00 Day		UTV or Side by Side	\$495 Day
			Hydrographic Sounder (single beam)	\$350 Day
Misc.			Surveyor Boat I - 14'	\$130 Day
Postage/Shipping Costs	Cost Plus 15%		Surveyor Boat II - 16'	\$175 Day
Permit Fees	Cost Plus 15%		Surveyor Boat III - 22'	\$300 Day
Computer	\$14.00 Day		Surveyor Kayak	\$25/\$100 Day/Week
Rentals	Cost Plus 15%		Lath	\$0.55 Each
Generator	\$25.00 Hour		Curb Stakes and/or Slope Stakes	\$0.49 Each
			Station Stakes	\$0.98 Each
Materials Testing Equipment			Concrete Monuments	\$10.00 Day
Beam Breaker	\$50 Day		Re-Bar	\$1.00 Day
Concrete Beams	\$25 Each		Ground Penetrating Radar	\$380 Day
Coring Machine	\$75 Day		charge per hour after 8 hours	\$90 Hour
12" Core Bit Extractor	\$100 Day		Aerial Imaging/UAV	\$100 Day
Concrete Cylinder	\$20 Each			
Nuclear Density Gauge	\$54 Day			
O & M Equipment	Daily Rate	Weekly Rate	Monthly Rate	
Portable Sampler	\$40	\$200	\$450	
Portable Flow Meter	\$50	\$275	\$600	
Fresh Air Blower	\$20	\$100	\$165	
Gas Meter	\$15	\$75	\$165	
Tripod with Harness	\$15	\$75	\$165	
Rain Gauge with Data logger	NA	\$50	\$110	

01/31/2018



REQUEST FOR EDA ACTION

To: Economic Development Authority	DATE: April 12, 2018
FROM: Mark Stuhldreher, Township Manager	DATE FOR EDA CONSIDERATION: April 17, 2018
ACTION REQUESTED: Approval of Budget Amendments to the East DDA fund and West DDA fund in support of water, sewer, road and sidewalk projects and recommend to the Township Board of Trustees that they approve the amendment.	

Current Action Emergency _____

Funds Budgeted: If Yes _____ Account # _____ No N/A _____

Finance Approval _____ *MDS* _____

BACKGROUND INFORMATION

In February of 2018, the Economic Development Authority Board (EDA) approved a 2018/2019 Project List. As part of this list the following water, sewer, road and sidewalk projects were included.

- Extend the existing 12" water main on Pickard Road to the existing 12" water main located at the entrance drive of the Soaring Eagle Water Park on Summerton Road. This project is being completed to create a water main loop which will increase fire flows and improve reliability for the water customers located in this area.
- Pump station #14 - Replacing the pumps, variable frequency drives, flow meter, installing transducer, replacing control panel above ground, and SCADA updates. The project is being completed to create an additional 288 REU's in the station service area as well as to rehabilitate existing aging components of the station.
- Pump station #1 – Replacing the pumps, motors, variable frequency drives, piping, flow meter, installing transducer, replacing control panel, and SCADA updates. The project is being completed to create additional capacity for existing and future users in the stations service area as well as to rehabilitate existing aging components of the station.
- Airport Rd (Packard – Belmont) - Gravel Refurbish
- Cross lanes (West of Isabella to City Limit) - Mill & Fill
- Airway Drive (South of Airport Rd) - Gravel Refurbish
- Carter Street (South of M20) - Overlay
- Betty Lane - Overlay
- Yats Drive - Overlay
- Lincoln Road (North of 20) – Overlay
- Sidewalk installation on the west side of Lincoln from existing location north to Pickard

In order to fund these particular projects, a budget amendment is needed by the Authority.

SCOPE OF SERVICES

Not applicable

JUSTIFICATION

Budget amendments are required under the Uniform Budget Act when it is known or anticipated that revenue and/or expenses are likely to differ from the originally adopted budget. Sound financial management practices also dictate that the budget be amended in order to understand the current state of Authority finances so that any necessary adjustments in operations can be considered.

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed in these budget amendments (From Policy 1.0: Global End)

- Community well-being and common good
- Safety
- Health
- Natural environment
- Commerce

COSTS

East DDA Fund

- Appropriate \$135,000 from existing fund balance in support of the Water Main Loop project. To fully fund this project, the water fund will be contributing 50% toward this project.
- Appropriate \$215,000 from existing fund balance in support of the Pump Station #1 project. To fully fund this project, the sewer fund will be contributing 50% toward this project.
- Appropriate \$160,000 from existing fund balance in support of the road projects.

Projected FY 2018 year end fund balance, after the amendment, is estimated to be \$693,000.

West DDA Fund

- Appropriate \$200,000 from existing fund balance in support of the Pump Station #14 project. To fully fund this project, the sewer fund will be contributing 28% toward this project.
- Appropriate \$170,000 from existing fund balance in support of the road project.
- Appropriate \$20,000 from existing fund balance in support of the sidewalk project.

Projected FY 2018 year end fund balance, after the amendment, is estimated to be \$379,000.

PROJECT TIME TABLE

These projects will be completed during 2018 and 2019.

RESOLUTION

Authorization is hereby given to amend the FY 2018 budget for the East and West DDA fund in the respective amounts of \$510,000 and \$390,000.

Motion by _____ Seconded by _____

Yes:

No:

Absent: