

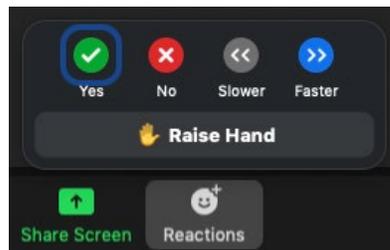
Hybrid Meeting Instructions for the Economic Development Authority Board

The public can view all Union Township meetings live by clicking on our [YouTube Channel](#). For those who would like to participate, you can do so via Zoom.

[Click here](#) to participate in the Zoom Meeting via computer or smart phone. (Meeting ID Enter “849 6026 5496” Password enter “980373”). Access to the electronic meeting will open at 4:20 p.m. and meeting will begin at 4:30 p.m.

Telephone conference call, dial (312-626-6799). Enter “849 6026 5496” and the “#” sign at the “Meeting ID” prompt, and then enter “980373” at the “Password” prompt. Lastly, re-enter the “#” sign again at the “Participant ID” prompt to join the meeting.

- All public comments will be taken at the Public Comment section of the agenda.
- Computer/tablet/smartphone audience: To indicate you wish to make a public comment, please use the “Reactions” icon. **Next, click on the “Raise Hand” icon** near the bottom right corner of the screen.



- **To raise your hand for telephone dial-in participants, press *9.** You will be called on by the last three digits of your phone number for comments, at which time you will be unmuted by the meeting moderator.
- Please state your name and address for the minutes and keep public comments concise.

You will be called upon once all in-person comments have been made, at which time you will be unmuted by the meeting moderator.

Persons with disabilities needing assistance should call the Township office at (989) 772-4600. Persons requiring speech or hearing assistance can contact the Township through the Michigan Relay Center at 711. A minimum of one (1) business day of advance notice will be necessary for accommodation.



**Economic Development Authority Board (EDA)
Regular Meeting – Union Township Hall
Tuesday, January 16, 2024, at 4:30 p.m.**

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
 - December 19, 2023, Regular Meeting
6. CORRESPONDENCE
7. PUBLIC COMMENT
8. REPORTS
 - A. Accounts payable Approval – December
East DDA District #248 – Check Register
West DDA District #250 – None
 - B. December Financial Reports: Income / Expense Statement; Balance Sheet
East DDA District #248
West DDA District #250
 - C. Board Member Matrix
9. NEW BUSINESS
 - A. Present grant award to Mid-Vally Structures (Denny Mitchell)
 - B. RFBA – Approval of the Gourdie-Fraser engineering services contract for new public sidewalks along portions of Bud St. and S. Isabella Rd. in the East DDA District.
 - C. RFBA – Approval of the Gourdie-Fraser engineering services contract for a new public sidewalk along the west side of Bradley St. in the West DDA District.
10. PENDING BUSINESS
 - A. Discussion on underground irrigation reconstruction along E. Pickard Rd.

11. DIRECTOR COMMENTS

12. ADJOURNMENT - Next regularly scheduled meeting Tuesday, February 20, 2024, at 4:30pm

**Charter Township of Union
Economic Development Authority Board (EDA)
Regular Board Meeting
Tuesday, December 19, 2023**

MINUTES

A regular meeting of the Charter Township of Union Economic Development Authority Board was held on December 19, 2023, at the Union Township Hall 2010 S. Lincoln Rd, Mt. Pleasant, MI 48858.

Meeting called to order at 4:30p.m.

ROLL CALL

Present: Kequom, Bacon, Chowdhary, Barz, Coyne, Zalud, Sweet, Figg

Excused: Mielke

Absent:

Others Present: Rodney Nanney – Community & Economic Development Director, Sherrie Teall – Finance Director, and Amy Peak – Building Services Clerk

APPROVAL OF AGENDA

MOTION by **Sweet** SUPPORTED by **Coyne** to APPROVE the agenda with amendment to delete item 9A. Present grant award to Mid-Valley Structures (Denny Mitchell). **MOTION CARRIED 8-0.**

APPROVAL OF MINUTES

MOTION by **Zalud** SUPPORTED by **Figg** to APPROVE minutes from November 21, 2023, regular meeting as presented. **MOTION CARRIED 8-0.**

CORRESPONDENCE

Review of Residential Equivalents (REU's) for 2024

PUBLIC COMMENT - None

ACCOUNTS PAYABLE/ FINANCIAL STATEMENTS

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

MOTION by **Zalud** SUPPORTED by **Sweet** to APPROVE the East DDA payables 11/22/23 – 12/19/23 in the amount of \$16,925.46 as presented. **MOTION CARRIED 8-0.**

Finance Director, Sherrie Teall reviewed the accounts payable for the West DDA.

MOTION by **Figg** SUPPORTED by **Chowdhary** to APPROVE the West DDA payables 11/22/23 – 12/19/23 in the amount of \$77.73 as presented. **MOTION CARRIED 8-0.**

Financial reports were RECEIVED AND FILED by Chair Kequom

NEW BUSINESS

Discussion held on holiday lighting contract. The contract with Hometown Decorations expires at the end of the 2023 holiday season. A general consensus of the board to invite the current company to provide a new 3-year proposal for consideration.

BOARD COMMENTS

- Sweet inquired about intersection lighting at Broomfield and Lincoln as well as at Independence Dr.
- Figg inquired about sidewalk installation.

DIRECTOR COMMENTS

- Made note of 2024 Scheduled Meetings Calendar and the updated joint meeting date of April 17, 2024.
- DTE's gas main project on Pickard will not affect our sidewalks along E. Pickard Rd in the Township.
- Met with contractor for MissDIG and expecting a service agreement soon.
- Township applied for a federal Reconnecting Communities grant for engineering work for sidewalks along parts of E. Broadway Rd. and a pedestrian connector across US-127. Should hear back early 2024.

Next regular EDA meeting to be held on Tuesday, January 16, 2024, at 4:30pm
Meeting adjourned at 5:02pm

APPROVED BY

Thomas Kequom, EDA Board Chair

(Recorded by Amy Peak)

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 248 EDDA CHECKING						
01/12/2024	248	111 (E)	00146	CONSUMERS ENERGY	1940 S ISABELLA RD	165.30
					2027 FLORENCE ST	108.05
					4923 E PICKARD ST	118.37
					4675 E PICKARD ST	70.61
					4592 E PICKARD ST STE B	29.51
					4592 E PICKARD ST STE A	103.98
					5771 E PICKARD RD STE B	29.51
					5771 E PICKARD RD STE A	196.70
					5770 E PICKARD ST STE B	29.51
					5770 E PICKARD ST STE A	171.35
					5325 E PICKARD ST	198.60
					2029 2ND ST	101.04
					5157 E PICKARD ST STE B	29.51
					5157 E PICKARD ST STE A	93.28
					4900 E PICKARD ST	89.84
						<u>1,535.16</u>
01/16/2024	248	4379	01203	ART REACH OF MID MICHIGAN	2024 FESTIVAL OF BANNERS	4,500.00
01/16/2024	248	4380	00072	BLOCK ELECTRIC	HOLIDAY LIGHTING REPAIR	687.50
01/16/2024	248	4381	00722	CHARTER TOWNSHIP OF UNION	UTILITY BILLING-4TH Q 2023	151.35
01/16/2024	248	4382	01741	GOENNER LAWNCARE LLC	FALL CLEAN-UP-PICKARD-DEC 2023	1,955.00
01/16/2024	248	4383	00450	M M I	PARK BENCH/GROUNDS MAINT-DEC 2023	460.00

248 TOTALS:

Total of 6 Disbursements:

9,289.01

User: SHERRIE

DB: Union

PERIOD ENDING 12/31/2023

GL NUMBER	DESCRIPTION	YTD BALANCE		2023		YTD BALANCE		% BDGT USED
		NORMAL	(ABNORMAL)	ORIGINAL BUDGET	2023 AMENDED BUDGET	NORMAL	(ABNORMAL)	
Fund 248 - EAST DDA FUND								
Revenues								
Dept 000 - NONE								
248-000-402.000	CURRENT PROPERTY TAX	506,459.10		515,000.00	515,000.00	516,934.75		100.38
248-000-402.100	PRIOR YEARS PROPERTY TAXES	0.00		(250.00)	(250.00)	0.00		0.00
248-000-412.000	DELQ PERSONAL PROPERTY CAPT	0.00		300.00	300.00	3.63		1.21
248-000-414.000	PROPERTY TAX REFUNDS-BOR MTT	(9,873.09)		(4,000.00)	(4,000.00)	0.00		0.00
248-000-445.000	INTEREST ON TAXES	0.00		500.00	500.00	0.66		0.13
248-000-573.000	STATE AID REVENUE-LCSA	62,229.26		60,000.00	69,000.00	69,776.09		101.12
248-000-665.000	INTEREST EARNED	6,537.73		8,600.00	60,000.00	65,903.71		109.84
248-000-672.000	OTHER REVENUE	14,820.00		1,000.00	1,000.00	0.00		0.00
Total Dept 000 - NONE		580,173.00		581,150.00	641,550.00	652,618.84		101.73
TOTAL REVENUES		580,173.00		581,150.00	641,550.00	652,618.84		101.73
Expenditures								
Dept 336 - FIRE DEPARTMENT								
248-336-830.000	PUBLIC SAFETY - FIRE PROTECTION	78,174.73		80,000.00	80,000.00	79,658.26		99.57
Total Dept 336 - FIRE DEPARTMENT		78,174.73		80,000.00	80,000.00	79,658.26		99.57
Dept 728 - ECONOMIC DEVELOPMENT								
248-728-801.000	PROFESSIONAL & CONTRACTUAL SERVICES	10,300.00		12,300.00	20,800.00	6,340.47		30.48
248-728-801.001	MAINT- BENCHES/TRASH RECEPTACLES	0.00		5,000.00	0.00	246.00		100.00
248-728-801.003	SIDEWALK SNOWPLOWING	7,000.00		11,000.00	11,000.00	4,550.00		41.36
248-728-801.004	LAWN CARE	25,454.00		28,500.00	12,000.00	12,086.00		100.72
248-728-801.005	IRRIGATION / LIGHTING REPAIRS	28,035.46		20,000.00	12,000.00	6,477.25		53.98
248-728-801.007	FLOWER / LANDSCAPE MAINTENANCE	14,403.75		21,000.00	12,000.00	7,358.00		61.32
248-728-826.000	LEGAL FEES	0.00		4,000.00	0.00	0.00		0.00
248-728-851.000	MAIL/POSTAGE	0.00		750.00	0.00	0.00		0.00
248-728-880.000	COMMUNITY PROMOTION	5,500.00		9,000.00	9,000.00	5,500.00		61.11
248-728-883.000	COMMUNITY IMPROVEMENT GRANTS	0.00		40,000.00	40,000.00	5,134.67		12.84
248-728-885.000	STREET LIGHT BANNERS/CHRISTMAS	21,509.57		20,000.00	20,000.00	17,085.00		85.43
248-728-900.000	PRINTING & PUBLISHING	11.97		250.00	250.00	0.00		0.00
248-728-920.000	ELECTRIC/NATURAL GAS	10,236.77		14,000.00	10,000.00	8,403.53		84.04
248-728-920.200	WATER & SEWER CHARGES	24,385.21		18,000.00	10,000.00	4,621.02		46.21
248-728-940.000	LEASE/RENT	1,135.00		875.00	875.00	715.00		81.71
248-728-955.000	MISC.	0.00		100.00	100.00	0.00		0.00
248-728-957.300	MEMBERSHIP & DUES	315.00		500.00	500.00	375.00		75.00
248-728-963.000	PROPERTY/LIABILITY INSURANCE	1,869.58		1,800.00	2,100.00	2,147.92		102.28
248-728-967.200	WATER SYSTEM PROJECTS	0.00		100,000.00	0.00	0.00		0.00
248-728-967.300	SEWER SYSTEM PROJECTS	0.00		100,000.00	160,000.00	160,000.00		100.00
248-728-967.400	STREET/ROAD PROJECTS	0.00		400,000.00	169,000.00	168,571.77		99.75
248-728-967.500	SIDEWALK/PATHWAY PROJECTS	0.00		340,000.00	30,000.00	0.00		0.00
248-728-967.600	PARKS PROJECTS	10,060.00		0.00	0.00	0.00		0.00
248-728-974.000	LAND IMPRVMENTS-GENERAL	15,858.82		20,000.00	0.00	50.45		100.00
248-728-974.200	LAND IMPRVMENTS-PICKARD RIGHT OF WAY	0.00		80,000.00	5,000.00	0.00		0.00
248-728-974.201	LAND IMPRVMENTS-5800 PICKARD/ENTERPRIS	0.00		40,000.00	0.00	100.90		100.00
248-728-974.202	LAND IMPRVMENTS-2120 YATS DR	0.00		0.00	13,000.00	12,093.35		93.03
248-728-974.203	LAND IMPRVMENTS-JONATHON LANE	180.00		75,000.00	500.00	100.90		20.18
248-728-974.205	LAND IMPRVMENTS-HONEY BEAR LN	0.00		25,000.00	500.00	0.00		0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		176,255.13		1,387,075.00	538,625.00	421,957.00		78.34

User: SHERRIE

DB: Union

PERIOD ENDING 12/31/2023

GL NUMBER	DESCRIPTION	YTD BALANCE		2023		YTD BALANCE		% BDGT USED
		NORMAL	(ABNORMAL)	ORIGINAL BUDGET	2023 AMENDED BUDGET	NORMAL	(ABNORMAL)	
Fund 248 - EAST DDA FUND								
Expenditures								
TOTAL EXPENDITURES		254,429.86		1,467,075.00	618,625.00		501,615.49	81.09
Fund 248 - EAST DDA FUND:								
TOTAL REVENUES		580,173.00		581,150.00	641,550.00		652,618.84	101.73
TOTAL EXPENDITURES		254,429.86		1,467,075.00	618,625.00		501,615.49	81.09
NET OF REVENUES & EXPENDITURES		325,743.14		(885,925.00)	22,925.00		151,003.35	658.68

PERIOD ENDING 12/31/2023

GL NUMBER	DESCRIPTION	YTD BALANCE		2023		YTD BALANCE		% BGD USED
		NORMAL	(ABNORMAL)	ORIGINAL BUDGET	2023 AMENDED BUDGET	NORMAL	(ABNORMAL)	
Fund 250 - WEST DDA FUND								
Revenues								
Dept 000 - NONE								
250-000-402.000	CURRENT PROPERTY TAX	397,780.60		413,000.00	413,000.00		414,115.58	100.27
250-000-412.000	DELQ PERSONAL PROPERTY CAPT	26.60		20.00	20.00		47.46	237.30
250-000-414.000	PROPERTY TAX REFUNDS-BOR MTT	0.00		(4,000.00)	(4,000.00)		(409.14)	10.23
250-000-445.000	INTEREST ON TAXES	2.66		200.00	200.00		106.61	53.31
250-000-573.000	STATE AID REVENUE-LCSA	321.24		0.00	1,800.00		1,884.84	104.71
250-000-665.000	INTEREST EARNED	7,591.22		8,600.00	31,000.00		39,141.10	126.26
Total Dept 000 - NONE		405,722.32		417,820.00	442,020.00		454,886.45	102.91
TOTAL REVENUES		405,722.32		417,820.00	442,020.00		454,886.45	102.91
Expenditures								
Dept 336 - FIRE DEPARTMENT								
250-336-830.000	PUBLIC SAFETY - FIRE PROTECTION	63,255.49		64,000.00	65,800.00		65,765.91	99.95
Total Dept 336 - FIRE DEPARTMENT		63,255.49		64,000.00	65,800.00		65,765.91	99.95
Dept 728 - ECONOMIC DEVELOPMENT								
250-728-801.000	PROFESSIONAL & CONTRACTUAL SERVICES	3,167.50		5,270.00	15,770.00		3,370.23	21.37
250-728-801.003	SIDEWALK SNOWPLOWING	1,000.00		8,000.00	8,000.00		3,500.00	43.75
250-728-826.000	LEGAL FEES	0.00		1,000.00	1,000.00		0.00	0.00
250-728-851.000	MAIL/POSTAGE	0.00		750.00	750.00		0.00	0.00
250-728-880.000	COMMUNITY PROMOTION	5,500.00		8,000.00	8,000.00		5,500.00	68.75
250-728-883.000	COMMUNITY IMPROVEMENT GRANTS	0.00		40,000.00	40,000.00		0.00	0.00
250-728-900.000	PRINTING & PUBLISHING	0.00		500.00	500.00		0.00	0.00
250-728-940.000	LEASE/RENT	475.00		175.00	175.00		0.00	0.00
250-728-955.000	MISC.	0.00		100.00	100.00		0.00	0.00
250-728-957.300	MEMBERSHIP & DUES	315.00		400.00	400.00		375.00	93.75
250-728-959.500	CONTRIBUTIONS TO ROAD COMMISSION	0.00		40,000.00	0.00		0.00	0.00
250-728-967.400	STREET/ROAD PROJECTS	450,594.00		0.00	0.00		0.00	0.00
250-728-967.500	SIDEWALK/PATHWAY PROJECTS	524,940.36		0.00	0.00		0.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		985,991.86		104,195.00	74,695.00		12,745.23	17.06
TOTAL EXPENDITURES		1,049,247.35		168,195.00	140,495.00		78,511.14	55.88
Fund 250 - WEST DDA FUND:								
TOTAL REVENUES		405,722.32		417,820.00	442,020.00		454,886.45	102.91
TOTAL EXPENDITURES		1,049,247.35		168,195.00	140,495.00		78,511.14	55.88
NET OF REVENUES & EXPENDITURES		(643,525.03)		249,625.00	301,525.00		376,375.31	124.82

Fund 248 EAST DDA FUND

GL Number	Description	Balance
*** Assets ***		
248-000-001.000	CASH	12,245.11
248-000-002.000	SAVINGS	409,106.78
248-000-003.001	CERTIFICATE OF DEPOSIT	1,588,420.40
248-000-123.000	PREPAID EXPENSES	2,205.61
248-000-128.000	ASSETS HELD FOR SALE	20,463.92
Total Assets		2,032,441.82
*** Liabilities ***		
248-000-202.000	ACCOUNTS PAYABLE	4,789.01
Total Liabilities		4,789.01
*** Fund Balance ***		
248-000-375.000	RESTRICTED FUND BALANCE	1,876,649.46
Total Fund Balance		1,876,649.46
Beginning Fund Balance		1,876,649.46
Net of Revenues VS Expenditures		151,003.35
Ending Fund Balance		2,027,652.81
Total Liabilities And Fund Balance		2,032,441.82

Fund 250 WEST DDA FUND

GL Number	Description	Balance
*** Assets ***		
250-000-001.000	CASH	559.74
250-000-002.000	SAVINGS	118,880.28
250-000-002.001	SHARES	53.70
250-000-003.001	CERTIFICATE OF DEPOSIT	1,087,854.36
Total Assets		1,207,348.08
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
250-000-375.000	RESTRICTED FUND BALANCE	830,972.77
Total Fund Balance		830,972.77
Beginning Fund Balance		830,972.77
Net of Revenues VS Expenditures		376,375.31
Ending Fund Balance		1,207,348.08
Total Liabilities And Fund Balance		1,207,348.08



Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	James	Thering	11/20/2024
2-Chair	Phil	Squatrito	2/15/2026
3-Vice Chair	Ryan	Buckley	2/15/2025
4-Secretary	Doug	LaBelle II	2/15/2025
5 - Vice Secretary	Tera	Albrecht	2/15/2024
6	Stan	Shingles	2/15/2024
7	Paul	Gross	2/15/2025
8	Nivia	McDonald	2/15/2026
9	Jessica	Lapp	2/15/2026
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1-Chair	Liz	Presnell	12/31/2025
2 -Vice Chair	Richard	Barz	12/31/2025
3- PC Rep	Ryan	Buckley	2/15/2025
4 -	Lori	Rogers	12/31/2026
5 -	Eric	Loose	12/31/2024
Alt. #1	David	Coyne	12/31/2024
Alt #2	Brian	Clark	12/31/2026
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2024
2	Sarvjit	Chowdhary	12/31/2024
3	Bryan	Neyer	12/31/2024
Alt #1	Randy	Golden	12/31/2024
Construction Board of Appeals (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Colin	Herren	12/31/2023
2	Joseph	Schafer	12/31/2025
3	Andy	Theisen	12/31/2025
*Term begins 1/1/2024	William	Gallaher	12/31/2025
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2024
2	John	Dinse	12/31/2025
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2027
2	Lynn	Laskowsky	12/31/2025



Board Expiration Dates

EDA Board Members (9 Members) 4 year term			
#	F Name	L Name	Expiration Date
1-Chair	Thomas	Kequom	4/14/2027
2-VC/BOT Rep	Bryan	Mielke	11/20/2024
3	James	Zalud	4/14/2027
4	Richard	Barz	2/13/2025
5	Robert	Bacon	1/13/2027
6	Marty	Figg	6/22/2026
7	Sarvjit	Chowdhary	6/22/2027
8	Jeff	Sweet	2/13/2025
9	David	Coyne	3/26/2026
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2025
2	vacant seat		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Robert	Sommerville	12/31/2025
Mt. Pleasant Airport Joint Operations and Mgmt Board (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1 - Union Township	Rodney	Nanney	12/31/2026
Mid Michigan Aquatic Recreational Authority (2 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1-City of Mt. Pleasant	John	Zang	12/31/2023
2-City of Mt. Pleasant	Judith	Wagley	12/31/2025
1-Union Township	Stan	Shingles	12/31/2026
2-Union Township	Allison	Chiodini	12/31/2025
1-Mt. Pleasant Schools	Lisa	Diaz	12/31/2024
1-Member at Large	Mark	Stansberry	2/14/2025
2- Member at Large	Michael	Huenemann	2/14/2025

To: Economic Development Authority Board **DATE:** January 10, 2024
FROM: Rodney C. Nanney, AICP **DATE FOR BOARD CONSIDERATION:** 1/16/2024
Community and Economic Development Director

Action Requested: To approve the agreement with Gourdie-Fraser, Inc. in the amount not to exceed \$48,250.00 to provide civil engineering and construction administration services for completion of approximately 1,950 linear feet of new sidewalk construction along the east side of Bud St. north from E. Pickard Rd. (M-20) to connect to Jameson Park, and along the east side of S. Isabella Rd. from E. Kay St. south to E. Broadway Rd.; and to authorize the Township Manager to sign the agreement.

Current Action _____ Emergency _____

Funds Budgeted: Yes _____ Account #248-728-967.500

Finance Approval: ST

BACKGROUND INFORMATION

This proposed agreement for sidewalk engineering and construction administration services is a new project that would be implemented under the Township’s current master agreement with Gourdie-Fraser, Inc. The proposed scope of work includes surveying, civil engineering, design, bidding and permitting assistance, and construction administration and inspection services for completion of approximately 650 linear feet of new sidewalk along the east side of Bud St. north from E. Pickard Rd. (M-20) to connect to Jameson Park and approximately 1,300 linear feet of new sidewalk along the east side of S. Isabella Rd. from E. Kay St. south to E. Broadway Rd. at the boundary of the East DDA District.

This project would fill a missing pedestrian link from M-20 to Jameson Park and further extend the public sidewalk network along S. Isabella Rd. Both project have the potential to require additional easements from affected property owners. The extent of existing road rights-of-way and scope of any needed easements will be determined once the initial surveying is completed by Gourdie-Fraser.

SCOPE OF SERVICES

Civil engineering, design, bidding and permitting assistance, and construction administration and inspection services for new sidewalk construction.

JUSTIFICATION

The new section of public sidewalk along Bud St. will improve barrier-free pedestrian access to Jameson Park and will complement the park renovations and sidewalk constructed previously funded by the EDA Board. The extension of the sidewalk network along S. Isabella Rd. will help to improve pedestrian safety and access for Township residents in the adjacent neighborhoods.

GOALS ADDRESSED

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

- 1. Community well-being and common good**
- 3. Safety**
- 4. Health**
- 5. Natural environment**

The sidewalk improvements expand the pedestrian pathway network for an accessible, walkable and bikeable community (1.4.1). This project will help all residents to enjoy a safe environment (1.3), including safe, accessible routes for pedestrians and bicyclists (1.3.1) and safety in parks and township property (1.3.3). The improved pedestrian access can be used by residents of all ages to engage in a vibrant community life (1.1) and to maintain an active and healthy lifestyle (1.4).

COSTS

\$48,250.00

PROJECT FUNDING

The FY2024 East DDA Fund budget includes a total of \$520,000.00 (account #248-728-967.500) for the design and construction of sidewalk improvements in the East DDA District.

TIMETABLE

The Township Engineer from Gourdie-Fraser is prepared to begin work on this project promptly following a Board of Trustees authorization. Provided that necessary easements can be secured, the proposed scope of work can be completed in time for sidewalk construction prior to the end of the 2024 construction season.

RESOLUTION

To approve the agreement with Gourdie-Fraser, Inc. in the amount not to exceed \$48,250.00 to provide civil engineering and construction administration services for completion of approximately 1,950 linear feet of new sidewalk construction along the east side of Bud St. north from E. Pickard Rd. (M-20) to connect to Jameson Park, and along the east side of S. Isabella Rd. from E. Kay St. south to E. Broadway Rd.; and to authorize the Township Manager to sign the agreement.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

Thomas Kequom, EDA Board Chair



January 8, 2024

Mr. Rodney Nanney, AICP
Community and Economic Development Director
Charter Township of Union
2010 South Lincoln Road
Mt. Pleasant, MI 48858

RE: Proposal for Survey, Engineering and Construction Services
Bud Street and South Isabella Road, Sidewalk Extensions – East DDA Fund
Proposal# 23-661

Dear Rodney:

Thank you for the opportunity to submit this proposal for Civil Engineering services for the Sidewalk Extension Project along the east side of Isabella Road from East Broadway to East Kay Street and Bud Street from East Pickard Road to Jamison Park. This letter along with the attached “Standard Terms and Conditions” represents our contract for provision of consultant services. Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Project Description

Charter Township of Union has been implementing and integrating non-motorized amenities throughout the Township over the past several years. To be proactive and promote walkability the Township would like to install two (2) segments of sidewalk 1) along Bud St. from East Pickard Rd. (M-20) north to Jameson Park (one side of the street) and 2) East side of South Isabella Road from Kay Street south to East Broadway Street. At the request of the Township, GFA is being requested to provide civil engineering services including design, permitting and construction services to facilitate the completion of this project. The proposal scope and fee are based upon site location map and zoom meeting discussion on December 27, 2023. The scope of work would include the following items:

- Extension of 6’ wide sidewalk along one side of the road on Bud Street from East Pickard Road.
- Extension of 6’ wide of sidewalk along east side of South Isabella Road from East Broadway to East Kay Street
- Access connectors to East Pickard Road, Kay Street, and Broadway Street

Scope of Services

I. SURVEYING AND TESTING

During the surveying phase, Gourdie-Fraser, Inc. (GFA) will develop an Existing Conditions drawing to be utilized for the engineering design.

Surveying Included:

1. Boundary and Topographic Survey: GFA will complete a boundary survey of the property that will include all easements and rights-of-way shown in the current Title Commitment provided by the Owner.
2. Topographic Survey: GFA will conduct a complete topographic survey which will be used to validate the available "LIDAR Tracking" topography of the property. This survey will include:
 - Boundary Survey of affected parcels
 - Elevation shots for the entire site sufficient to generate 1' contours for design purposes.
 - A detailed topography of east side of Isabella Street and both sides of Bud Street, centerline to ROW including 25 feet on private property.
 - Location and sizes of utilities and easements adjacent to the property, as applicable
 - Location and sizes of trees, 6" diameter and larger within the grading limits of the proposed project.
 - Location of all existing physical features on the property such as existing drives, fence lines, buildings, easements, etc.
 - Site benchmarks and survey control points to be used during construction.
3. Utility Research: GFA will request that the various utility providers (phone, gas, electric, CATV) provide us records of their facilities in this area to be included on the plans. In addition, we will facilitate Miss Dig to flag utilities to located during our survey.

Sub-Total Surveying Cost \$9,250.00

II. *FINAL DESIGN AND PERMITTING*

1. Engineering Plan Development: Utilizing the topographic data completed, GFA will prepare a complete set of final engineering plans to be used to apply for approval from the various agencies having jurisdiction over the project. Comments from agencies will be incorporated into the engineering plans. Once all approvals have been obtained, the plans will be finalized and issued for construction. Engineered Plans will include:
 - Grading and Drainage Plans providing grading of improved areas, stormwater control facilities, stormwater conveyance channels, and temporary and permanent soil erosion measures.
 - Sidewalk Plans providing plan and profile design, alignments, and entryway geometries.
 - * We have assumed that there will be no need to improve existing roadways; there will be no requirement for traffic or level of service studies, sufficient site distances exist at the entry and tie-in locations; and that there will be no major revisions of roadway locations subject to Road Commission and Township feedback.
 - Construction details and specifications
 - Preparation of Easement documents including Grant Of Easement Form and associated exhibits for each affected property owner.

2. Permitting Support and Meetings: GFA will attend as needed meetings with the Owner as the design progresses to coordinate specifics of design and permitting requirements. We anticipate the following permits will be required:
 - Union Township Land Use Permit, as applicable
 - MDOT Right of Way Use Permit, as applicable
 - Isabella County SESC
 - Isabella County Road Commission
3. Final Plan Set: GFA will incorporate all agency review comments and conditions into the plans and provide a set of approved plans for construction. Deliverable will include paper and pdf copies of all documents.

Sub-Total Final Design and Permitting Cost \$17,250.00

III. **CONSTRUCTION PHASE**

During the construction phase, GFA will provide services to assure that the project is constructed in accordance with the plans, contract documents, and applicable permits. Construction phase services will be provided in the follow sub-categories and the following services are provided for each of these subcategories:

Bidding:

- Reproduce sets of plans, specifications, and bid documents.
- Place advertisement in newspaper, trade magazines, and MITA (Michigan Infrastructure & Transportation Association) (advertising costs to be paid for by the Township).
- Mail bid packages to contractors.
- Assist Owner with soliciting bids from construction contractors.
- Answer questions from prospective bidders.
- Issue addenda, as required, during the bidding phase.
- Conduct bid opening.
- Review bid proposals and make recommendations regarding award of contract.
- Prepare documents for award of contract and construction Agreement.

Administration:

- Organize and administer a pre-construction conference and prepare meeting minutes.
- Review shop drawings submitted by the Contractor.
- 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 which may arise.
- Review change order documents as required.
- Review Contractor's payment requests and approve periodic estimates for partial payment each month.
- Provide four (4) sets of plans and specifications to Contractor for construction.
- Address resident concerns as they may arise.

- Finalizing easement documents

Construction Staking/Layout

Construction staking and layout will include survey crew services to field locate the project features to be constructed in accordance with the final engineering plans. Survey stakes will provide the contractor with instructions regarding, location, alignment, and grade of the components to be constructed.

Construction Inspection and Oversight

GFA will provide construction engineering services for the construction of the sidewalk. This proposal assumes approximately 2500 linear feet of sidewalk. This proposal assumes no Sunday and holiday work and assumes 120 construction observation work hours to complete construction. However, it should be noted that the actual time required for construction will be highly dependent upon the Contractor's staff ability to complete the work in a reasonable and timely manner and weather. As a result, construction observation time required may exceed the hours assumed in this proposal. In this event, GFA would provide observation services on an hourly as-needed basis for completion of the work compliant with our current hourly rates. To complete this Phase:

- GFA will perform construction observation for the installation of sidewalk. GFA will maintain communication between the Contractor and Client and will provide the Client construction updates with copies of the Inspector's Daily Reports that include detailed daily work completed and construction quantities.
- GFA will perform density testing on the subgrade to ensure proper compaction is achieved.
- GFA will observe and/or evaluate possible utility, subgrade, or drainage conditions that may differ from subsurface information available during design. If such conditions are exposed during construction, construction observation staff will consult with contractor personnel and developer's engineer to make appropriate recommendations.
- GFA will perform supplier concrete to ensure materials meet the specifications.
- GFA will perform concrete testing on concrete

Closeout

- Certify to the owner and agencies that construction was completed in accordance with approved plans and specifications.
- Review and transmit to the Owner the following documents from the Contractor:
 - One-Year Maintenance bond.
 - Letter of Guarantee.
 - Affidavit of Completion.
 - Waiver of Lien.

Sub-Total Construction Services Costs: \$21,750.00

Clarifications and Assumptions

The project fee budget is based on the following assumptions, and that specific work items listed in this section will NOT be included in the scope of services:

- Wetland location, determination, mitigation, and permitting.
- Geotechnical Evaluation
- Preparation of easements to be completed by GFA but does not include coordination, negotiation, acquisition, title work, recording, etc with property owner. That work to be completed by the Township.
- Bidding and Permit fees to be paid by the Owner
- Environmental Impact Statements or Reports.

Responsibilities of Client/Owner

The Client/Owner shall furnish the following minimum information as necessary in reference to the Project:

- Property description where the Project lies outside public rights-of-way or similar lands where creation of this information is not part of the Consultants Services as specifically stated herein or previously provided.
- Deed or other land use restriction information where the Project lies outside public rights-of-ways unless the Consultant's services include research and/or preparation of such information as specifically stated herein or previously provided.
- Property boundary, easement, right-of-way, or other information associated with the Project and not part of the Consultants Services as specifically stated herein or previously provided.
- All information available for the Project regarding explorations, tests, subsurface conditions, environmental assessments/audits/impact statements, and any interpretations thereof not part of the Consultants Services as specifically stated herein or previously provided.
- All information, as the Client/Owner becomes aware of, about hazardous environmental conditions or materials that might affect the Project or Project site.

Additional Services

Any work desired by the Township in addition to the work scope described above, can be completed by GFA on an hourly time and material basis in accordance with our current Rate Schedule (Exhibit 2), or as a revision to this proposal.

Time Schedule

Gourdie Fraser, Inc. can commence services immediately upon execution of a contract. Once received we anticipate 75 days to finalize final design and submission for permits.

Fee

GFA will perform the services described above for a fee of **\$48,250.00 (Not to Exceed)***

***Unless construction inspection hours exceed allowance as noted on page 4**

This proposal will remain valid for a period of 30 calendar days from the date of submission.

Contract Terms and Conditions

Exhibit 1 (attached), "Standard Terms and Conditions," dated January 2007 is incorporated into this proposal by reference.

Acceptance

If this proposal is acceptable to you, your signature on the enclosed copy of this 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 on this project.

Gourdie-Fraser, Inc.

CONSULTANT

Charter Township of Union

CLIENT/OWNER

Jennifer Hodges, P.E.	(Signature) (Name)	Mark Stuhldreher
Director of Engineering	(Title)	Township Manager
	(Date)	

(Date) _____

- Attachments: Exhibit 1 – Terms and Conditions
 Exhibit 2 – 2024 Rate Schedule

T:\Proposals\2023 Proposals\23-661 Union Sidewalk Project\contract.docx



EXHIBIT 2
2024 BILLING RATES

Classification	Hourly Rate	Classification	Hourly Rate
Director of Engineering	\$180	CEO	\$250
Senior Project Manager	\$165	Director of Surveying	\$175
Project Manager	\$150	Professional Surveyor IV	\$160
Project Engineer II	\$135	Professional Surveyor III	\$150
Project Engineer I	\$130	Professional Surveyor II	\$145
Design Engineer II	\$125	Professional Surveyor I	\$130
Design Engineer I	\$110	Project Surveyor	\$110
Project Specialist	\$130	Survey Crew Chief	\$110
Design CAD Leader	\$115	Survey Crew Person	\$82
Design CAD Technician III	\$105	1 Person Survey Crew	\$130
Design CAD Technician II	\$100	GPR Technician	\$130
Design CAD Technician I	\$90	Licensed UAV Pilot	\$130
GIS Technician	\$105	Senior Testing & Inspection Technician	\$115
MDOT Office Technician	\$100	Testing & Inspection Technician III	\$102
Controller	\$130	Testing & Inspection Technician II	\$96
Project Manager Assistant	\$85	Testing & Inspection Technician I	\$86
Administrative Assistant	\$75	Operations & Maintenance Technician II	\$100
		Operations & Maintenance Technician I	\$90

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 2.0 x billing rate

Prints, Plots & Copies	B & W	Color	Survey Equipment Rental Cost	
8½ x 11	\$0.10	\$0.20	Digital Level	\$30 Day
8½ x 14	\$0.15	\$0.30	Static GPS Rental (Per Receiver)	\$150 Day
11 x 17	\$0.20	\$0.40	Robotic Total Station	\$40/\$250 Hour/Day
24 X 36	\$3.00	\$6.00	Real Time GPS	\$40/\$200 Hour/Day
Other Sizes	\$.50 SF	\$1.00 SF	UTV or Side by Side	\$550 Day
Travel			Hydrographic Sounder (Single Beam)	\$350 Day
Mileage	\$0.655 Mile		Hydrographic Sounder (Multi Beam)	\$650 Day
Per Diem - Current rates listed at the U. S. General Services Administration (GSA) website:			Echo Boat (Remote Controlled)	\$525 Day
https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2024&state=MI&city=&zip=			Surveyor Boat I - 14'	\$200 Day
			Surveyor Boat II - 16'	\$350 Day
			Surveyor Boat III - 22'	\$425 Day
Misc.			Surveyor Kayak	\$25/\$100 Day/Week
Postage/Shipping Costs	Cost Plus 15%		Lath	\$0.75 Each
Permit Fees	Cost Plus 15%		Concrete Monuments	\$25.00 Each
Computer	\$14.00 Day		Re-Bar	\$3.50 Each
Rentals	Cost Plus 15%		Pipe Locator	\$50 Day
Generator	\$25.00 Hour		Ground Penetrating Radar	\$400 Day
			charge per hour after 8 hours	\$100 Hour
Materials Testing Equipment			UAV / Drone Rental	\$200 Day
Beam Breaker	\$50 Day			
Concrete Beams	\$25 Each			
Coring Machine	\$75 Day			
12" Core Bit Extractor	\$100 Day			
Concrete Cylinder	\$20 Each			
Nuclear Density Gauge	\$54 Day			
O & M Equipment	Daily Rate	Weekly Rate	Monthly Rate	
Infiltrometer	\$50	\$275	\$600	
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	\$275	\$600	
Sludge Blanket Meter	\$5	\$25	\$55	
Pilot Tube & Gage	\$15	\$75	\$165	
D. O. Meter (portable)	\$20	\$100	\$165	

Effective 12/7/2023



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



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: Economic Development Authority Board **DATE:** January 10, 2024
FROM: Rodney C. Nanney, AICP **DATE FOR BOARD CONSIDERATION:** 1/16/2024
Community and Economic Development Director

Action Requested: To approve the agreement with Gourdie-Fraser, Inc. in the amount not to exceed \$22,000.00 to provide civil engineering and construction administration services for new sidewalk construction along the west side of Bradley Street north from E. Remus Rd. (M-20) approximately 770 feet to the south driveway of the Mt. Pleasant Middle School; and to authorize the Township Manager to sign the agreement.

Current Action X Emergency
Funds Budgeted: Yes X Account #250-728-967.500
Finance Approval: ST

BACKGROUND INFORMATION

This proposed agreement for sidewalk engineering and construction administration services is a new project that would be implemented under the Township’s current master agreement with Gourdie-Fraser, Inc. The proposed scope of work includes surveying, civil engineering, design, bidding and permitting assistance, and construction administration and inspection services for completion of approximately 770 linear feet of new sidewalk construction along the west side of Bradley Street north from E. Remus Rd. (M-20) to the south driveway of the Mt. Pleasant Middle School at the boundary of the West DDA District.

This project would fill a missing pedestrian link from M-20 to the Mt. Pleasant Middle School. It was added to the recommended West DDA Fund budget for FY2024 in direct response to comments received by staff from Township residents who are making good use of the new sidewalks installed along both sides of E. Remus Rd. (M-20) from Bradley St. to S. Lincoln Rd.

SCOPE OF SERVICES

Civil engineering, design, bidding and permitting assistance, and construction administration and inspection services for new sidewalk construction.

JUSTIFICATION

The new section of public sidewalk will improve overall safety for children attending the Middle School and for other pedestrians in this area, and will improve barrier-free accessibility for all Township residents.

GOALS ADDRESSED

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

- 1. Community well-being and common good**
- 3. Safety**
- 4. Health**
- 5. Natural environment**

The sidewalk improvements expand the pedestrian pathway network for an accessible, walkable and bikeable community (1.4.1). This project will help all residents to enjoy a safe environment (1.3), including safe, accessible routes for pedestrians and bicyclists (1.3.1) and safety in parks and township property (1.3.3). The improved pedestrian access can be used by residents of all ages to engage in a vibrant community life (1.1) and to maintain an active and healthy lifestyle (1.4).

COSTS

\$22,000.00

PROJECT FUNDING

The FY2024 West DDA Fund budget includes a total of \$175,000.00 (account #250-728-967.500) for the design and construction of sidewalk improvements along Bradley St.

TIMETABLE

The Township Engineer from Gourdie-Fraser is prepared to begin work on this project promptly following a Board of Trustees authorization. It is anticipated that the proposed scope of work will be completed in time for sidewalk construction prior to the end of the 2024 construction season.

RESOLUTION

To approve the agreement with Gourdie-Fraser, Inc. in the amount not to exceed \$22,000.00 to provide civil engineering and construction administration services for new sidewalk construction along the west side of Bradley Street north from E. Remus Rd. (M-20) approximately 770 feet to the south driveway of the Mt. Pleasant Middle School; and to authorize the Township Manager to sign the agreement.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

Thomas Kequom, EDA Board Chair



January 8, 2024

Mr. Rodney Nanney, AICP
Community and Economic Development Director
Charter Township of Union
2010 South Lincoln Road
Mt. Pleasant, MI 48858

RE: Proposal for Survey, Engineering and Construction Services
Bradley Street, Sidewalk Extensions – West DDA Fund
Proposal# 23-661

Dear Rodney:

Thank you for the opportunity to submit this proposal for Civil Engineering services for the Sidewalk Extension Project along the west side of Bradley Street from East Remus Road (M-20) to the City Limits. This letter along with the attached “Standard Terms and Conditions” represents our contract for provision of consultant services. Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Project Description

Charter Township of Union has been implementing and integrating non-motorized amenities throughout the Township over the past several years. To be proactive and promote walkability the Township would like to install sidewalk along west Bradley Street north from East Remus Road (M-20) to connect to the existing sidewalk in front of the Mt. Pleasant Middle School (at the City boundary line). At the request of the Township, GFA is being requested to provide civil engineering services including design, permitting and construction services to facilitate the completion of this project. The proposal scope and fee are based upon site location map and zoom meeting discussion on December 27, 2023. The scope of work would include the following items:

- Extension of 6’ wide sidewalk along west side of Bradley Street from east Remus Road near Mt. Pleasant Middle School, connecting to existing sidewalk
- Access connectors to Remus Road

Scope of Services

I. SURVEYING AND TESTING

During the surveying phase, Gourdie-Fraser, Inc. (GFA) will develop an Existing Conditions drawing to be utilized for the engineering design.

Surveying Included:

1. Boundary and Topographic Survey: GFA will complete a boundary survey of the property that will include all easements and rights-of-way shown in the current Title Commitment provided by the Owner.
2. Topographic Survey: GFA will conduct a complete topographic survey which will be used to validate the available "LIDAR Tracking" topography of the property. This survey will include:
 - Boundary Survey of affected parcels
 - Elevation shots for the entire site sufficient to generate 1' contours for design purposes.
 - A detailed topography of west side of Bradley Street from East Remus Road to City limits centerline to ROW including 25 feet on private property.
 - Location and sizes of utilities and easements adjacent to the property, as applicable
 - Location and sizes of trees, 6" diameter and larger within the grading limits of the proposed project.
 - Location of all existing physical features on the property such as existing drives, fence lines, buildings, easements, etc.
 - Site benchmarks and survey control points to be used during construction.
3. Utility Research: GFA will request that the various utility providers (phone, gas, electric, CATV) provide us records of their facilities in this area to be included on the plans. In addition, we will facilitate Miss Dig to flag utilities to located during our survey.

Sub-Total Surveying Cost \$4,750.00

II. *FINAL DESIGN AND PERMITTING*

1. Engineering Plan Development: Utilizing the topographic data completed, GFA will prepare a complete set of final engineering plans to be used to apply for approval from the various agencies having jurisdiction over the project. Comments from agencies will be incorporated into the engineering plans. Once all approvals have been obtained, the plans will be finalized and issued for construction. Engineered Plans will include:
 - Grading and Drainage Plans providing grading of improved areas, stormwater control facilities, stormwater conveyance channels, and temporary and permanent soil erosion measures.
 - Sidewalk Plans providing plan and profile design, alignments, and entryway geometries.
 - * We have assumed that there will be no need to improve existing roadways; there will be no requirement for traffic or level of service studies, sufficient site distances exist at the entry and tie-in locations; and that there will be no major revisions of roadway locations subject to Road Commission, City and Township feedback.
 - Construction details and specifications
 - Preparation of Easement documents including Grant Of Easement Form and associated exhibits for each affected property owner.

2. Permitting Support and Meetings: GFA will attend as needed meetings with the Owner as the design progresses to coordinate specifics of design and permitting requirements. We anticipate the following permits will be required:
 - Union Township Land Use Permit, as applicable
 - City Land Use Permit, as applicable
 - MDOT Right of Way Use permit, as applicable
 - Isabella County SESC
 - Isabella County Road Commission
3. Final Plan Set: GFA will incorporate all agency review comments and conditions into the plans and provide a set of approved plans for construction. Deliverable will include paper and pdf copies of all documents.

Sub-Total Final Design and Permitting Cost \$7,500.00

III. **CONSTRUCTION PHASE**

During the construction phase, GFA will provide services to assure that the project is constructed in accordance with the plans, contract documents, and applicable permits. Construction phase services will be provided in the follow sub-categories and the following services are provided for each of these subcategories:

Bidding:

- Reproduce sets of plans, specifications, and bid documents.
- Place advertisement in newspaper, trade magazines, and MITA (Michigan Infrastructure & Transportation Association) (advertising costs to be paid for by the Township).
- Mail bid packages to contractors.
- Assist Owner with soliciting bids from construction contractors.
- Answer questions from prospective bidders.
- Issue addenda, as required, during the bidding phase.
- Conduct bid opening.
- Review bid proposals and make recommendations regarding award of contract.
- Prepare documents for award of contract and construction Agreement.

Administration:

- Organize and administer a pre-construction conference and prepare meeting minutes.
- Review shop drawings submitted by the Contractor.
- 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 which may arise.
- Review change order documents as required.
- Review Contractor's payment requests and approve periodic estimates for partial payment each month.
- Provide four (4) sets of plans and specifications to Contractor for construction.
- Address resident concerns as they may arise.

- Finalizing easement documents

Construction Staking/Layout

Construction staking and layout will include survey crew services to field locate the project features to be constructed in accordance with the final engineering plans. Survey stakes will provide the contractor with instructions regarding, location, alignment, and grade of the components to be constructed.

Construction Inspection and Oversight

GFA will provide construction engineering services for the construction of the sidewalk. This proposal assumes approximately 1000 linear feet of sidewalk. This proposal assumes no Sunday and holiday work and assumes 45 construction observation work hours to complete construction. However, it should be noted that the actual time required for construction will be highly dependent upon the Contractors staff ability to complete the work in a reasonable and timely manner and weather. As a result, construction observation time required may exceed the hours assumed in this proposal. In this event, GFA would provide observation services on an hourly as-needed basis for completion of the work compliant with our current hourly rates. To complete this Phase:

- GFA will perform construction observation for the installation of sidewalk. GFA will maintain communication between the Contractor and Client and will provide the Client construction updates with copies of the Inspector's Daily Reports that include detailed daily work completed and construction quantities.
- GFA will perform density testing on the subgrade to ensure proper compaction is achieved.
- GFA will observe and/or evaluate possible utility, subgrade, or drainage conditions that may differ from subsurface information available during design. If such conditions are exposed during construction, construction observation staff will consult with contractor personnel and developers engineer to make appropriate recommendations.
- GFA will perform supplier concrete to ensure materials meet the specifications.
- GFA will perform concrete testing on concrete

Closeout

- Certify to the owner and agencies that construction was completed in accordance with approved plans and specifications.
- Review and transmit to the Owner the following documents from the Contractor:
 - One-Year Maintenance bond.
 - Letter of Guarantee.
 - Affidavit of Completion.
 - Waiver of Lien.

Sub-Total Construction Services Costs: \$9,750.00

Clarifications and Assumptions

The project fee budget is based on the following assumptions, and that specific work items listed in this section will NOT be included in the scope of services:

- Wetland location, determination, mitigation, and permitting.
- Geotechnical Evaluation
- Preparation of easements to be completed by GFA but does not include coordination, negotiation, acquisition, title work, recording, etc with property owner. That work to be completed by the Township.
- Bidding and Permit fees to be paid by the Owner
- Environmental Impact Statements or Reports.

Responsibilities of Client/Owner

The Client/Owner shall furnish the following minimum information as necessary in reference to the Project:

- Property description where the Project lies outside public rights-of-way or similar lands where creation of this information is not part of the Consultants Services as specifically stated herein or previously provided.
- Deed or other land use restriction information where the Project lies outside public rights-of-ways unless the Consultant's services include research and/or preparation of such information as specifically stated herein or previously provided.
- Property boundary, easement, right-of-way, or other information associated with the Project and not part of the Consultants Services as specifically stated herein or previously provided.
- All information available for the Project regarding explorations, tests, subsurface conditions, environmental assessments/audits/impact statements, and any interpretations thereof not part of the Consultants Services as specifically stated herein or previously provided.
- All information, as the Client/Owner becomes aware of, about hazardous environmental conditions or materials that might affect the Project or Project site.

Additional Services

Any work desired by the Township in addition to the work scope described above, can be completed by GFA on an hourly time and material basis in accordance with our current Rate Schedule (Exhibit 2), or as a revision to this proposal.

Time Schedule

Gourdie Fraser, Inc. can commence services immediately upon execution of a contract. Once received we anticipate 75 days to finalize final design and submission for permits.

Fee

GFA will perform the services described above for a fee of **\$22,000.00 (Not to Exceed)***

***Unless construction inspection hours exceed allowance as noted on page 4**

This proposal will remain valid for a period of 30 calendar days from the date of submission.

Contract Terms and Conditions

Exhibit 1 (attached), "Standard Terms and Conditions," dated January 2007 is incorporated into this proposal by reference.

Acceptance

If this proposal is acceptable to you, your signature on the enclosed copy of this 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 on this project.

Gourdie-Fraser, Inc.

CONSULTANT

Charter Township of Union

CLIENT/OWNER

Jennifer Hodges, P.E.	(Signature) (Name)	Mark Stuhldreher
Director of Engineering	(Title)	Township Manager
	(Date)	

(Date) _____

- Attachments: Exhibit 1 – Terms and Conditions
Exhibit 2 – 2024 Rate Schedule

T:\Proposals\2023 Proposals\23-661 Union Sidewalk Project\contract.docx



EXHIBIT 2
2024 BILLING RATES

Classification	Hourly Rate	Classification	Hourly Rate
Director of Engineering	\$180	CEO	\$250
Senior Project Manager	\$165	Director of Surveying	\$175
Project Manager	\$150	Professional Surveyor IV	\$160
Project Engineer II	\$135	Professional Surveyor III	\$150
Project Engineer I	\$130	Professional Surveyor II	\$145
Design Engineer II	\$125	Professional Surveyor I	\$130
Design Engineer I	\$110	Project Surveyor	\$110
Project Specialist	\$130	Survey Crew Chief	\$110
Design CAD Leader	\$115	Survey Crew Person	\$82
Design CAD Technician III	\$105	1 Person Survey Crew	\$130
Design CAD Technician II	\$100	GPR Technician	\$130
Design CAD Technician I	\$90	Licensed UAV Pilot	\$130
GIS Technician	\$105	Senior Testing & Inspection Technician	\$115
MDOT Office Technician	\$100	Testing & Inspection Technician III	\$102
Controller	\$130	Testing & Inspection Technician II	\$96
Project Manager Assistant	\$85	Testing & Inspection Technician I	\$86
Administrative Assistant	\$75	Operations & Maintenance Technician II	\$100
		Operations & Maintenance Technician I	\$90

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 2.0 x billing rate

Prints, Plots & Copies	B & W	Color	Survey Equipment Rental Cost	
8½ x 11	\$0.10	\$0.20	Digital Level	\$30 Day
8½ x 14	\$0.15	\$0.30	Static GPS Rental (Per Receiver)	\$150 Day
11 x 17	\$0.20	\$0.40	Robotic Total Station	\$40/\$250 Hour/Day
24 X 36	\$3.00	\$6.00	Real Time GPS	\$40/\$200 Hour/Day
Other Sizes	\$.50 SF	\$1.00 SF	UTV or Side by Side	\$550 Day
Travel			Hydrographic Sounder (Single Beam)	\$350 Day
Mileage	\$0.655 Mile		Hydrographic Sounder (Multi Beam)	\$650 Day
Per Diem - Current rates listed at the U. S. General Services Administration (GSA) website:			Echo Boat (Remote Controlled)	\$525 Day
https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2024&state=MI&city=&zip=			Surveyor Boat I - 14'	\$200 Day
			Surveyor Boat II - 16'	\$350 Day
			Surveyor Boat III - 22'	\$425 Day
Misc.			Surveyor Kayak	\$25/\$100 Day/Week
Postage/Shipping Costs	Cost Plus 15%		Lath	\$0.75 Each
Permit Fees	Cost Plus 15%		Concrete Monuments	\$25.00 Each
Computer	\$14.00 Day		Re-Bar	\$3.50 Each
Rentals	Cost Plus 15%		Pipe Locator	\$50 Day
Generator	\$25.00 Hour		Ground Penetrating Radar	\$400 Day
Materials Testing Equipment			charge per hour after 8 hours	\$100 Hour
Beam Breaker	\$50 Day		UAV / Drone Rental	\$200 Day
Concrete Beams	\$25 Each			
Coring Machine	\$75 Day			
12" Core Bit Extractor	\$100 Day			
Concrete Cylinder	\$20 Each			
Nuclear Density Gauge	\$54 Day			
O & M Equipment	Daily Rate	Weekly Rate	Monthly Rate	
Infiltrometer	\$50	\$275	\$600	
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	\$275	\$600	
Sludge Blanket Meter	\$5	\$25	\$55	
Pilot Tube & Gage	\$15	\$75	\$165	
D. O. Meter (portable)	\$20	\$100	\$165	

Effective 12/7/2023



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



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)