



Wade Trim, Inc.
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September 13, 2023

Atlas Township
7386 Gale Road
P.O. Box 277
Goodrich, MI 48438

Attention: Shirley Kautman-Jones
Township Supervisor

Re: Professional Engineering Services
Crosswalk Design - Hegel Road at Atlas County Park Entrance
Atlas Township, Genesee County, Michigan

Dear Shirley Kautman-Jones:

As requested, Wade Trim is pleased to submit the following proposal and Short Form Professional Services Agreement to Atlas Township to complete the design of the Hegel Road crosswalk at the Atlas County Park entrance.

Project Understanding

We understand the Township desires to construct a non-signalized (traffic warning devices only) crosswalk on Hegel Road at the entrance to the Atlas County Park, just east of Goodrich High School. Further, we understand that the Genesee County Road Commission (GCRC) has agreed in concept to the Township's request for said crosswalk and that all proposed improvements will be reviewed by the GCRC prior to construction.

Proposed Scope of Services

Based upon our recent conversation and prior experience with such projects, our Scope of Service will include the following two phases:

Phase 1 – Topographic Survey

Wade Trim will complete a field survey along Hegel Road from right-of-way to right-of-way (north to south), approximately 200 feet east and west of the Atlas County Park Township Hall entrance to develop an electronic base map of the existing conditions. The topographic survey will include:

1. Visible, above-ground features including, but not limited to pavement limits, shoulder limits, ditches, sidewalks/bike paths, utilities, and signs. Ground surface elevations will be measured across the project limits.
2. Obtain utility information from local authorities and include on the drawing. A Miss Dig design e-ticket will be submitted, and the information will be included as part of the survey. If any utility information is received after the submittal of the survey, the information will be forwarded to the owner.
3. An electronic version of the base map will be prepared in AutoCAD Civil 3D and serve as a base map for planning and future development of construction drawings.

Phase 2 – Design Phase

Wade Trim will meet on-site with Township and GCRC officials, as applicable, to review crosswalk location, alignment, and sight distance. Following the site visit, Wade Trim will develop a construction plan and associated cost estimate for the improvement. The plan will be submitted to the GCRC and all applicable utility agencies for review and approval. Wade Trim will complete any required plan changes resulting from the agency reviews.

Feed and Schedule

Wade Trim will provide the above-described Scope of Services for the Atlas Township Sanitary Sewer Master Plan in accordance with the following fee schedule:

Task

Phase 1 – Topographic Survey	\$3,000
Phase 2 – Design.....	\$3,200
Total Not to Exceed Base Fee Amount	\$6,200

Individual task fees may vary from proposed fees listed above; however, the total project cost will not exceed the Total Base Fee above. All labor and expenses will be invoiced monthly for effort expended to date.

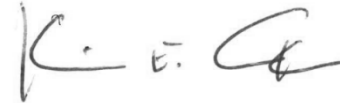
Wade Trim will complete the field survey, develop the crosswalk plan, and submit for review within 60 days from the Authorization to Proceed.

Bidding services are not included in our scope of service. If the Township requires our assistance in developing a bid package to solicit pricing from Contractors, Wade Trim can submit a proposal to develop a Project Manual for bidding. Services not specifically listed in the above-described Scope of Services are not included. Should the need arise for additional services, Wade Trim will provide a detailed cost estimate and obtain approval from the Township before proceeding.

Please find enclosed our Professional Services Agreement for the services outlined above. When executed, this Agreement will serve as the framework for the contractual obligation of Owner and Engineer for professional engineering services. If this proposal meets with your approval, please sign, date, and return a copy of the Agreement to our office. We appreciate the opportunity to be of service to Atlas Township and look forward to continuing our longstanding relationship. If you have questions, please contact me at 810.235.2555.

Very truly yours,

Wade Trim, Inc.



Kevin E. Cook, PE
Professional Engineer



Brian C. Sousa, PE
Vice President

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Enclosure



Professional Services Agreement (Short Form)

Agreement

To engage the Services of Wade Trim, Inc. as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Professional Engineering Services, Hegel Road Crosswalk, Atlas Township, Genesee County, Michigan between Atlas Township of 7386 Gale Road, Goodrich, Michigan 48438 hereinafter called "Owner," and Wade Trim, Inc., 555 South Saginaw Street, 201, Flint, Michigan 48502, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

Perform services as outlined in Wade Trim's proposal letter dated September 13, 2023.

B. Owner agrees to pay Professional as compensation for his services as follows:

Total Not to Exceed Base Fee Amount of **\$6,200** as outlined in Wade Trim's proposal letter dated September 13, 2023.

C. Owner agrees to establish an allowance of \$N/A for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

60 days from Owner authorization to proceed as outlined in Wade Trim's proposal letter dated September 13, 2023.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner:

Professional:

By: Shirley Kautman-Jones
(Print Name)

By: Brian C. Sousa, PE
(Print Name)

Title: Township Supervisor

Title: Vice President

Date Signed: _____

Date Signed: _____

General Provisions

1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services

performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, 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 Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred.

No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.