



Wade Trim, Inc.
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734.947.9700 • www.wadetrim.com

August 8, 2024

Green Charter Township
21431 Northland Drive
Paris, MI 49338

Attention: Jason Kruse
Township Supervisor

Re: Ross Parkway/205th Avenue Pump Station
Proposal for Design Services

Dear Jason Kruse:

As requested, below is our proposal to complete design, permitting and bidding services for the Townships 205th Avenue Pump Station. This proposal outlines our scope of services, schedule, and the cost to provide these services.

PROJECT UNDERSTANDING

The 205th sanitary pump station was originally designed by Wade Trim/Grainger and was built in 1977 to serve the area generally north and west of its location. Currently it serves about 100 homes and pumps to the City of Big Rapids for final wastewater treatment. A report completed by Wade Trim dated July 26, 2024, recommended replacement of this station for several reasons. The condition of the station was one such reason, but the proposed daily flows from the future Gotion Battery Plant was another. Currently this station handles an average of 28,419 gallons per day. The proposed Battery plant proposes to add a maximum day (design) flow of 200,000 to that, significantly affecting the stations cycle times, reliance, and ability to handle additional users in the future. Due to these factors, the Township has asked Wade Trim to provide a prepare plans and specifications for a new station at the same location.

SCOPE OF SERVICES

The following scope of services cover the design of the new station, the permitting of the station through the Michigan Department of Environment, Great lakes, and Energy (EGLE), and bidding services to secure prices for contractors to complete the project. This proposal does not include construction-phase services (Construction Engineering, construction inspection and project closeout). Wade Trim will provide a proposal for those services after bidding.

1. Topographic Survey/Design Ready Drawings

Wade Trim will complete a topographic survey of the site and existing station to gain up-to-date information on the location, elevation, and sizes of current infrastructure. This survey will include surface features and below-ground utilities that can be accessed. Infrastructure such as gas, buried electric, and buried telephone lines will be gathered from their respective owners and placed on the drawing. The culmination of the topographic survey will be the production of a design-ready drawing showing all of the site features above and below ground. All designs will be based on this drawing.

2. Geotechnical Investigation

One soil boring will be completed by a subcontractor at the site to a depth of 20 feet. This will indicate the soil type encountered and the depth to groundwater. Soil boring information will be added to the plans for contractor use in assessing materials they will encounter and any dewatering that would be needed.

3. Options Analysis

Wade Trim will review two different pump station types to help determine which station will be most advantageous to the Township and the system users. We will discuss the station types, benefits, and relative costs with the Township to land on a selected type. Station types we will review are:

- a. Fully submersible station with an above-ground valve package
- b. Suction-lift station placing all pumps, valves, and controls above-ground

4. Final Design and Permitting

Based on the selected station type above, Wade Trim will complete the design of the station and will prepare the project plans, specifications, and cost estimates for the project. Design flows will be determined and discussed with the Township before proceeding. This includes current exhibited flows from the Township, future flows from properties in the service district, and flows from the Gotion battery plant. The final design flows will be used to size the station and corresponding infrastructure. We will hold a 50% design meeting with the Township to present updated project costs, to review current designs, and address questions. The deliverable at the end of the design phase will be a final set of bidding plans, specifications, along with the Part 41 permit from EGLE.

5. Bidding

Wade Trim will assist the Township in securing bids from contractors to complete the work. This will include advertising the project on the Michigan Builders Exchange and the Wade Trim Website. We would also send the Advertisement for Bids to selected contractors of the Townships liking. Any publications costs to advertise the project would be paid for by the Township directly. Wade Trim will hold and preside over a public bid opening at the Township Hall following a selected time and date. We will review the bids, create a bid tabulation sheet, and will present this information and a letter regarding project award to the Township Board for consideration in awarding the project.

Once the bid tabulation sheet and project award letter are provided by Wade Trim and discussed with the Township, this will conclude the services provided under this contract. As noted above, Wade Trim will provide a separate proposal to provide construction oversight, testing, and project closeout services on behalf of the Township.

Assumptions made during the preparation of this proposal are as follows:

1. No force main or gravity sewer design or replacement will be needed other than that specifically associated with the pump station relocation.
2. Any commercial users that propose to connect to the system in the future will provide information on their anticipated wastewater flows.
3. The Township will provide the stations service district boundary.
4. Part 41 permitting for the station will require no more than two EGLE reviews and submittals.

SCHEDULE

We expect the project to take several months to complete the design and secure the EGLE Part 41 permit. We anticipate advertising the project for bidding in February with a bid opening in March of 2025 providing a mid-April 2025 construction startup, weather and frost laws pending.

INVESTMENT FOR SERVICES

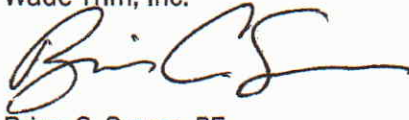
We propose to provide the scope of services as outlined above for an estimated fee of **\$62,000** and are prepared to begin work upon within three weeks of receiving the signed contract.

We have attached a Professional Services Agreement (PSA) for your consideration. If this letter and the PSA set forth your understanding of the arrangement between us, please sign and return the PSA as your authorization for us to proceed.

If there are any questions, do not hesitate to call or email at your earliest convenience. We look forward to working with Green Charter Township on this project.

Very truly yours,

Wade Trim, Inc.



Brian C. Sousa, PE
Vice President

BCS:km

AAA8140.24

[20240804_Green Charter Township Pump Station Design Proposal.docx](#)

Attachment



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 Ross Parkway/205th Avenue Pump Station between Green Charter Township of 21431 Northland Drive, Paris, Michigan 49338, hereinafter called "Owner," and Wade Trim Inc. 10850 East Traverse Highway, Suite 2260, Traverse City, Michigan 49684, 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:

As outlined in Wade Trim's proposal dated August 8, 2024.

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

As outlined in Wade Trim's proposal dated August 8, 2024.

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:

As outlined in Wade Trim's proposal dated August 8, 2024.

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

Owner:

[Signature of Jason Kruse]

Professional:

By:

Jason Kruse (Print Name)

By:

Brian C. Sousa (Print Name)

Title:

Township Supervisor

Title:

Vice President

Date Signed:

8-15-2024

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.