

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**April 7, 2014**  
**6:30 p.m.**

**AGENDA**

Call to Order:

Pledge of Allegiance:

Call to the Public\*:

**Approval of Consent Agenda:**

1. Payment of Bills.
2. Request to approve minutes: March 17, 2014

**Approval of Regular Agenda:**

3. Request for approval of Cost Agreement for Traffic Signal Control with the Livingston County Road Commission and 242 Community Church.
4. Request for approval of Tetra Tech proposal for design of the Grand Oaks Pedestrian Signal Sidewalk Extension project.

Correspondence  
Member Discussion  
Adjournment

\*Citizen's Comments- In addition to providing the public with an opportunity to address the Township Board at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman as they are presented.

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: April 7, 2014

TOWNSHIP GENERAL EXPENSES: Thru April 7, 2014	\$50,679.14
March 28, 2014 Bi Weekly Payroll	\$71,819.56
March 31, 2014 Quarterly Payroll	\$12,290.22
April 1, 2014 Monthly Payroll	\$11,768.31
OPERATING EXPENSES: Thru April 7, 2014	\$334,279.58
TOTAL:	\$480,836.81

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
30496	AMER IMA	Applied Imaging	03/13/2014	706.30
30497	BLUE CRO	Blue Cross & Blue Shield Of Mi	03/13/2014	23,922.52
30498	CONSUMER	Consumers Energy	03/13/2014	1,229.69
30499	Tetra Te	Tetra Tech Inc	03/13/2014	2,685.00
30500	K/E	K/E Electric Supply Corp	03/13/2014	207.35
30501	LivCTrea	Livingston County Treasurer	03/13/2014	312.26
30502	Mancuso	Mancuso & Cameron, P.C.	03/13/2014	560.00
30503	PITNEYBO	Pitney Bowes, Inc.	03/13/2014	876.00
30504	SECHMIAS	S Estrn Chap MI Assrs Assn	03/13/2014	30.00
30505	StateOfM	State of Michigan	03/31/2014	5,837.24
30506	AT&TLONG	AT&T Long Distance	03/21/2014	1.72
30507	ATT& IL	AT&T	03/21/2014	126.99
30508	BRANVAN	Brandon VanMarter	03/21/2014	150.00
30509	BullsEye	BullsEye Telecom	03/21/2014	274.69
30510	CARDM	Chase Card Services	03/21/2014	778.06
30511	Clearwat	Clearwater Systems	03/21/2014	72.00
30512	COMCAST	Comcast	03/21/2014	130.69
30513	JOHNSONR	Johnson, Rosati, Schultz & Jop	03/21/2014	4,458.05
30514	LIVCP&A	Livingston Press & Argus	03/21/2014	765.00
30515	LSL	LSL Planning, Inc.	03/21/2014	4,072.20
30516	MASTER M	Master Media Supply	03/21/2014	240.57
30517	OEX	Office Express Inc.	03/21/2014	51.30
30518	PERSH	Lawrence Persh	03/21/2014	125.00
30519	PRINTING	Printing Systems	03/21/2014	62.60
30520	RELIANCE	Reliance Standard Life Insuran	03/21/2014	1,927.67
30521	RGARI	R. Gari Sign & Display, Inc.	03/21/2014	509.00
30522	VERIZONW	Verizon Wireless	03/21/2014	547.91
30523	WALMART	Walmart Community	03/21/2014	19.33

Report Total:

50,679.14

Accounts Payable  
Computer Check Register

Genoa Township

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: cathy

Printed: 03/20/2014 - 12:08

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
13045	AETNA LI	Aetna Life Insurance & Annuity	03/28/2014		50.00
			Check 13045 Total:		50.00
13046	EFT-Equi	Equivest Unit Annuity Lock Box	03/28/2014		475.00
			Check 13046 Total:		475.00
13047	EFT-FED	EFT- Federal Payroll Tax	03/28/2014		7,305.32 4,178.10 4,178.10 977.15 977.15
			Check 13047 Total:		17,615.82
13048	EFT-PENS	EFT- Payroll Pens Ln Pyts	03/28/2014		2,082.63
			Check 13048 Total:		2,082.63
13049	EFT-TASC	EFT-Flex Spending	03/28/2014		1,394.15
			Check 13049 Total:		1,394.15
13050	FIRST NA	First National Bank	03/28/2014		2,830.00 47,296.96 75.00

Check 13050 Total:

50,201.96

Report Total:

71,819.56

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: cathy

Printed: 03/21/2014 - 11:23

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
13051	EFT-FED	EFT- Federal Payroll Tax	03/31/2014		29.80 375.52 375.52 87.83 87.83
Check 13051 Total:					956.50
13052	FIRST NA	First National Bank	03/31/2014		3,338.22
Check 13052 Total:					3,338.22
30505	StateOfM	State of Michigan	03/31/2014	033114	5,837.24
Check 30505 Total:					5,837.24
Report Total:					10,131.96
					+ 3 checks
					<u>2158.26</u>
					<u>\$12,290.22</u>

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>	<u>Amount</u>
12091	03/31/2014	LupiRobert     Robert Lupi	726.83
12092	03/31/2014	MatkinRona     Ronald Matkin	761.89
12093	03/31/2014	PetratPat     Patricia Petrat	669.54
Total Number of Employees: 3			Total for Payroll Check Run: 2,158.26

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: cathy

Printed: 03/19/2014 - 12:49

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
13041	EFT-FED	EFT- Federal Payroll Tax	04/01/2014		1,972.58 710.42 710.42 166.15 166.15
Check 13041 Total:					3,725.72
13042	EFT-PENS	EFT- Payroll Pens Ln Pyts	04/01/2014		294.21
Check 13042 Total:					294.21
13043	EFT-TASC	EFT-Flex Spending	04/01/2014		83.33
Check 13043 Total:					83.33
13044	FIRST NA	First National Bank	04/01/2014		7,665.05
Check 13044 Total:					7,665.05
Report Total:					11,768.31



**#503 DPW UTILITY FUND****Payment of Bills**

March 12 - 26, 2014

Type	Date	Num	Name	Memo	Amount
Check	03/13/2014	2776	HUMPHRISS	March 2014 Car Allowance - 3/17/14 - 3/31/14	-125.00
Check	03/13/2014	2777	U.S. POSTMASTER	Lake Edgewood/Pince Creek Postage Qtrly Bills	-181.96
Check	03/14/2014	2778	Absolute Auto Repair	Inv. #78906-7 3/12/13	-414.03
Check	03/14/2014	2779	Auto Zone	DPW Invoices	-310.88
Check	03/14/2014	2780	Blackburn Mfg. Co.	Inv. #0456570-IN 3/5/14	-287.64
Check	03/14/2014	2781	Chase Card Services	#4798609100133186 3/7/14	-1,369.97
Check	03/14/2014	2782	GfG Instrumentation	Inv. #239826 3/5/14	-150.05
Check	03/14/2014	2783	HOWELL TRUE VALUE HARDWARE	Inv. #068631 3/10/14	-67.09
Check	03/14/2014	2784	Port City Communications, Inc.	Inv. #444403012014 3/15/14	-279.05
Check	03/14/2014	2785	STANDARD ELECTRIC COMPANY	Inv. #1746835-00 3/3/14	-102.72
Check	03/14/2014	2786	Staples Credit Plan	#6035517861450400 3/5/14	-320.43
Check	03/14/2014	2787	Tractor Supply Co.	Acct #6035301203240252 2/27/14	-8.28
Check	03/14/2014	2788	Victory Lane Quick Oil Change	March 2014 Invoices	-134.23
Check	03/19/2014	2789	Genoa Township	reimburse General Fund for DPW Payrolls 2014	-300,000.00
Check	03/19/2014	2790	State of Michigan	Jim Aulette taking WW License B Exam	-70.00
Check	03/24/2014	2791	MRWA	Training - Dan Schlack	-185.00
Check	03/24/2014	2792	Occupational Health Centers	Inv. #709428579 3/11/14	-102.50
Check	03/24/2014	2793	Shell Fleet Plus	Acct #065332306 3/13/14	-2,579.86
Check	03/24/2014	2794	Spirit of Livingston	Inv. #00009170 3/7/14	-88.52
Check	03/24/2014	2795	Verizon Wireless	Acct #481002220-00002 3/16/14	-270.13
<b>Total</b>					<b>-307,047.34</b>

**#592 OAK POINTE WATER/SEWER FUND****Payment of Bills**

March 12 - 26, 2014

Type	Date	Num	Name	Memo	Amount
Check	03/12/2014	2933	CONSUMERS ENERGY	Oak Pointe Billings	-1,176.59
Check	03/12/2014	2934	DTE ENERGY	Oak Pointe Electricity Billings	-9,102.87
Check	03/14/2014	2935	Bullseye Telecom	Inv. #18379159 3/9/14 Acct #003CA32	-324.92
Check	03/14/2014	2936	BRIGHTON ANALYTICAL, LLC	Customer ID GENOATWP	-603.00
Check	03/14/2014	2937	DUBOIS COOPER ASSOCIATES INCORPORATED	Inv. #210057 03/06/14	-2,060.00
Check	03/14/2014	2938	GRUNDY ACE OF HOWELL	Inv. #76472 3/5/14	-9.98
Check	03/14/2014	2939	K/E Electric Supply Corp.	Inv. #1639940 2/27/14	-13.25
Check	03/14/2014	2940	K & J Electric, INC	Inv. #6436 2/27/14	-2,183.00
Check	03/14/2014	2941	PVS Nolwood Chemicals, Inc	Inv. #432651 & CR #117129	-877.00
Check	03/24/2014	2942	AT&T	Acct #810 227-4883 026 3 dated 3/7/14	-71.12
<b>Total</b>					<b>-16,421.73</b>

**#595 PINE CREEK W/S FUND****Payment of Bills**

March 12 - 26, 2014

Type	Date	Num	Name	Memo	Amount
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No checks issued

#593 LAKE EDGEWOOD W/S FUND

Payment of Bills

March 12 - 26, 2014

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	03/12/2014	2501	Consumers Energy	Lake Edgewood Invoices	-1,174.10
Check	03/13/2014	2502	DTE Energy	LE Electricity Billings	-4,526.38
Check	03/14/2014	2503	Brighton Analytical L.L.C.	LE Invoices	-824.00
Check	03/14/2014	2504	Cooper's Turf Management	Inv. #11650 01/29/14	-700.00
Check	03/14/2014	2505	PVS NOLWOOD CHEMICALS, INC	Inv. #432652 & CR #116640	-912.00
Check	03/14/2014	2506	Tetra Tech Inc.	Inv. #50773067 3/3/14	-2,280.71
Check	03/24/2014	2507	BullsEye Telecom	Inv. #18399152 3/9/14	-393.32
				<b>Total</b>	<b>-10,810.51</b>

## **SPECIAL ELECTION COMMISSION MEETING**

March 17, 2014

### **MINUTES**

Clerk Skolarus called the special meeting of the Election Commission to order at 6:25 p.m. at the Genoa Charter Township Hall. The following commission members were present constituting a quorum for the transaction of business: Todd Smith, Jean Ledford and Paulette Skolarus. Also present were the following board members: Gary McCrie, Robin Hunt, Linda Rowell and Jim Mortensen. In addition were Township Manager Michael Archinal, Township Attorney Frank Mancuso and four persons in the audience.

#### **Approval of the Agenda**

Skolarus asked that two additional items be added to the agenda as a result of recent correspondence from the Livingston County Clerk's Office and related to the public accuracy test and the appointment of additional emergency inspectors. Moved by Ledford and supported by Smith to approve the amended agenda as requested. The motion passed.

**1. Consideration of a request to recommend to the Genoa Charter Township Board the appointment of Angie Williams, Cathy Dhulster and Susan Siner to serve as poll workers for the Special Election being held by Pinckney and Hartland School Districts on May 6, 2014.**

Moved by Smith and supported by Ledford to recommend the appointments as requested by the clerk. The motion passed.

**2. Consideration of a request to authorize the Clerk to conduct the pre- and public accuracy tests.**

Moved by Smith and supported by Ledford to recommend to the Township Board and authorize the Clerk to conduct the accuracy tests. The motion passed.

**3. Consideration of a request to recommend to the board that the Clerk is allowed to appoint an emergency inspector should there be a need prior to the election.**

Moved by Smith and supported by Ledford to recommend to the Township Board that the Clerk be allowed to appoint an emergency inspector should the need arise. This action is contingent upon the names of those inspectors being brought back to the commission for approval after the fact. The motion passed.

The special meeting of the Election Commission was adjourned at 6:30 p.m.

**GENOA CHARTER TOWNSHIP BOARD**  
Regular Meeting and Public Hearing  
March 17, 2014

**MINUTES**

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. The Pledge of Allegiance was then said. All persons listed above remained for the Regular Meeting of the Board.

Call to the Public was made with no response.

Moved by Skolarus and supported by Smith to approve all items listed under the consent agenda as requested with the addition of an agenda item related to the recommendations of the Election Commission. The motion passed.

**1. Payment of Bills.**

**2. Request to approve minutes: March 3, 2013**

**3. Request for approval of the appointment of Angie Williams, Cathy Dhulster, and Susan Sitner to serve as poll workers for the Special Election being held by Pinckney and Hartland School Districts on May 6, 2014. Further, to authorize the Clerk to conduct the pre- and public accuracy tests and to appoint additional inspectors if necessary.**

**Approval of Regular Agenda:**

Moved by Ledford and supported by Smith to approve for action all items listed under the regular agenda with the addition of “contractual staff” to item 4-B and the addition of item 4-F, Request for approval to amend the fiscal year budget (2013/2014) for fund #270 (parks and recreation) by increasing I-96 interchange walk from \$385,000.00 to \$392,000.00 to cover the actual cost of the project. The motion passed.

**4. Request for approval of a single amendment to line item Repairs and Maintenance (101-265-775-000) from \$125,000.00 to \$175,000.00 for the fiscal year ending 03/31/2014 in the General Fund.**

Moved by Mortensen and supported by Ledford to approve the budget amendment as requested. The motion passed.

**5. Review of the General Fund Budget proposed for the fiscal year ending 03/31/2015.**

**A. Call to the Public was with no response.**

**B. Approval of salaries for the Supervisor, Clerk and Treasurer (note: in addition to the longevity bonus as previously approved).**

Moved by Mortensen and supported by Ledford to approve a Salary increase of \$1,020.00 for the supervisor and an increase of \$1,000.00 for the Clerk and Treasurer. The motion passed

**C. Approval of Salaries for Trustees, Planning Commission and Zoning Board of Appeals.**

Moved by Mortensen and supported by Skolarus to approve a per diem of \$192.00 for Trustees, \$168.00 for the Planning Commission and Zoning Board of appeals members with an additional \$10.00 per diem for the chairmen. The motion carried as follows: Ayes- McCririe, Skolarus, Ledford and Mortensen. Nays – Hunt, Smith and Rowell.

**D. Approval of a 3% increase for all clerical, accounting and contractual staff as related to the Township Personnel Manual and with the exception for those with step increases as recommended by the Administrative Committee.**

Moved by Smith and supported by Mortensen to approve the increase as recommended by the Administrative Committee. The motion passed.

**E. Approval of the General Fund Budget for the Fiscal Year ending 03/31/2015.**

Moved by Ledford and supported by Smith to approve the General Fund Budget as requested. The motion passed.

**F. Request for approval to amend the fiscal year budget (2013/2014) for fund #270 (parks and recreation) by increasing I-96 interchange walk from \$385,000.00 to \$392,000.00 to cover the actual cost of the project.**

Moved by Hunt and supported by Skolarus to approve the amendment as requested. The motion passed.

**6. Request for approval of Budgets for Liquor Law #212; Road Improvement Fund #261; Road, Lake, Lighting Reimbursement Fund #264; Future Development Parks; and Recreation Fund #270 and the Building Reserve Fund #271.**

Moved by Mortensen and supported by Smith to approve the budgets for funds 212, 261, 264, 270 and 271 as requested. The motion passed.

**7. Request for approval of the following debt service fund budgets for fiscal year ending March 31, 2015: 854 thru 859, 862, 864, 870, 872, 873, and 875 as provided by Treasurer Hunt.**

Moved by Mortensen and supported by Skolarus to approve the debt service fund budgets as requested by Hunt. The motion passed.

**8. Consider a resolution vacating a portion of Highland Avenue in the Crooked Lake Highlands Subdivision as recommended by the Township Attorney.**

Moved by Ledford and supported by Hunt to approve the vacating of a portion of Crooked Lake Highlands as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Rowell, Mortensen, Skolarus and McCririe. Nays – None.

The regular meeting and public hearing of the board was adjourned at 7:13 p.m.

A handwritten signature in cursive script that reads "Paulette A. Skolarus".


Paulette A. Skolarus, Clerk  
Genoa Charter Township



2911 Darr Road  
 Brighton, MI 48116  
 810.227.5225  
 810.227.3420 fax  
 genoa.org

## MEMORANDUM

**TO:** Honorable Board of Trustees

**FROM:** Kelly VanMarter, Assistant Township Manager 

**DATE:** April 3, 2014

**RE:** 2|42 Church and St. Joe's Woodland Pedestrian Crossing

I have successfully negotiated with the Livingston County Road Commission and 2|42 Community Church to get a pedestrian crossing signal included in the planned 2014 Grand River Avenue road improvements project. A sketch provided by the Road Commission showing the proposed improvements is attached for your reference. The estimated cost for the signal and related sidewalk with ADA Ramps is approximately \$17,000. A breakdown of this amount and the cost sharing for these improvements is provided in the table below:

Improvement	Estimated Cost	Funding Source
<b>Pedestrian Signal</b>	\$7,500.00	2 42 Church
<b>Sidewalks and ADA Ramps</b>	\$7,500.00	Genoa Charter Township
<b>Handhold east of 2 42 Driveway</b>	\$2,000.00	2 42 Church

The County Road Commission requires that a Cost Agreement for the installation and long term maintenance of the pedestrian signal be approved by the funding sources and authorizing agencies. In the proposed Agreement the County Road Commission has agreed to the routine maintenance of the signals and Genoa Charter Township is being asked to be responsible for the non-routine maintenance. As stated in the agreement, this includes costs relating to any replacement parts and/or repair due to damage resulting from vandalism, crashes or other circumstances not considered normal wear and tear.

This agreement is customary and typical for this type of project and Township Staff requests your consideration and approval of said agreement with the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the Cost Sharing Agreement with the Livingston County Road Commission and 2|42 Community Church in regard to the Pedestrian Signal crossing of Grand River Avenue.**

**SUPERVISOR**

Gary T. McCririe

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**MANAGER**

Michael C. Archinal

**TRUSTEES**

H. James Mortensen

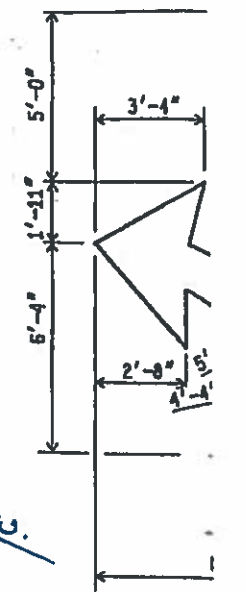
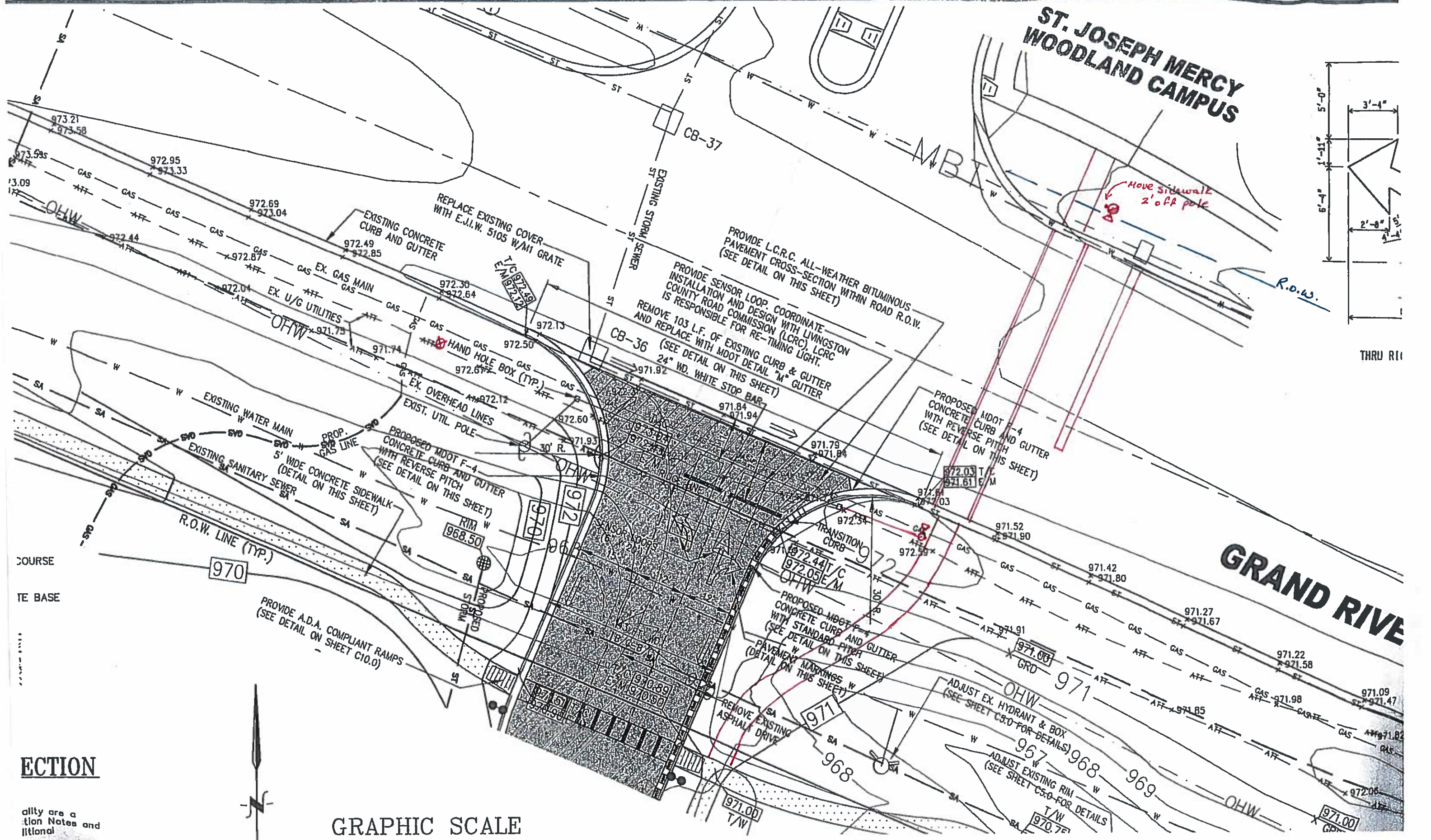
Jean W. Ledford

Todd W. Smith

Linda Rowell



# ST. JOSEPH MERCY WOODLAND CAMPUS



THRU R11

COURSE  
TE BASE

## SECTION

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## GRAPHIC SCALE

# GRAND RIVER



**Livingston County Road Commission (LCRC)**  
**COST AGREEMENT FOR TRAFFIC SIGNAL CONTROL**

This agreement is terminable on thirty days notice by any party

Location: Grand River at 2142 Church  
 Township: Genoa

Plan: n/a  
 Job No.: n/a

The undersigned hereby agree to participate in the cost of installation, maintenance and operation of the traffic signal control described below. Participation shall be based on the percentage of costs shown below. Routine maintenance costs relate to any replacement parts and/or repair that are due to normal wear and tear, as well as any signal timing changes. Non-routine maintenance costs relate to any replacement parts and/or repair due to damage resulting from vandalism, crashes or other circumstances not considered normal wear and tear. LCRC is responsible for any plan design that may be necessary for installation. Title to equipment shall remain with the Livingston County Road Commission, and the proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.

**Participation for Pedestrian Signals crossing Grand River Avenue**

AGENCY	INSTALLATION		ROUTINE MAINTENANCE		NON-ROUTINE MAINTENANCE	
	Percent	Est. Cost	Percent	Est. Cost/Yr	Percent	Est. Cost/Yr
Livingston Co. Road Comm.	0%	\$ 0	100%	\$ Unknown	0%	\$ 0
2142 Church	100%	\$ 9,500	0%	\$ 0	0%	\$ 0
Genoa Township	0%	\$ 0	0%	\$ 0	100%	\$ Unknown
Total	100%	\$ 9,500	100%	\$ Unknown	100%	\$ Unknown

It is further agreed that the agency responsible for power consumption costs shall be:


- Livingston County Road Commission

Approved 2142 Church  By: _____ Date: _____ (Signature)  _____ (Name and title, typed)	Approved: Livingston County Road Commission  By: _____ Date: _____ (Signature)  _____ (Name and title, typed)
Approved Genoa Township  By: _____ Date: _____ (Signature)  _____ (Name and title, typed)	



2911 Dorr Road  
Brighton, MI 48116  
810.227.5225  
810.227.3420 fax  
genoa.org

## MEMORANDUM

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Assistant Township Manager   
**DATE:** March 31, 2014  
**RE:** Grand Oaks Sidewalk Extension

I recently learned that MDOT has plans to replace and improve the existing traffic signal on Grand River Avenue at Grand Oaks Drive during the 2015 construction season. Given the Township's commitment to sidewalks in this area I have asked MDOT to consider the inclusion of pedestrian crossing amenities in the signal improvement upgrades. MDOT indicated that the current plans include pedestrian crossing signals for the both the northern and western leg of the intersection. Since the Township's goal is to have sidewalks on both the north and south sides of Grand River I have asked MDOT to consider also adding pedestrian signals on the southern leg of the interchange. MDOT has agreed to include pedestrian signals in their bid package for 2015 if the Township will complete a sidewalk extension project to fill in the missing sidewalks east of Grand Oaks during this construction season (2014).

In consideration of the above, please find a proposal from Tetra Tech to perform design services related to construction of approximately 350 feet of sidewalk on the south side of Grand River Avenue from Grand Oaks Drive east connecting to the existing walkway at SWAT Baseball Facility. I have attached an aerial photo and street view of this area to assist in your review.

In regard to this proposal please consider the following action:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a proposal from Tetra Tech to provide design phase services for the Grand Oaks Pedestrian Signal sidewalk extension project for an amount not to exceed \$4,000.

### **SUPERVISOR**

Gary T. McCririe

### **CLERK**

Paulette A. Skolarus

### **TREASURER**

Robin L. Hunt

### **MANAGER**

Michael C. Archinal

### **TRUSTEES**

H. James Mortensen

Jean W. Ledford

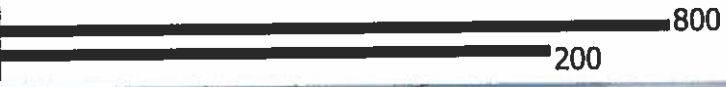
Todd W. Smith

Linda Rowell



Google earth

feet  
meters





March 26, 2014

Mr. Michael Archinal, Manager  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: 2014 Sidewalk Extension – Grand Oaks and Grand River  
Design Phase Services Proposal**

Mr. Archinal:

Pursuant to our recent meeting, Tetra Tech is pleased to present the following proposal for design engineering services on the 2014 Sidewalk project.

#### **BACKGROUND**

The Township has been discussing the improvements to the signal at Grand Oaks Drive and Grand River Avenue with MDOT. MDOT is proposing to upgrade the signal and install pedestrian crossing devices on the north and west quadrants of the intersection. The Township desires to have a pedestrian crossing on the southern Grand Oaks Drive quadrant; however, the walk on the east side of the intersection has a gap between Grand Oaks and SWAT Baseball facility. Approximately 350 feet of sidewalk is needed to connect Grand Oaks to the existing walk. MDOT has indicated they would include plans for the sidewalk construction in their bid package if the Township commissioned the design. MDOT would also add the pedestrian crossing devices if the walk is part of the overall project.

Tetra Tech has prepared the following scope of work to prepare the design of the sidewalk along the south side of Grand River from Grand Oaks Drive to the SWAT facility:

#### **SCOPE OF SERVICES**

- Our survey crew will perform a topographic survey of the project area from the west side of Grand Oaks Drive to the existing walk at the SWAT facility. A topographic strip of approximately 50 feet wide will be surveyed and physical features noted. This mapping will be used to complete the sidewalk design.
- We will research and create the rights-of-way along the south side of Grand River within the project area. Right-of-way documentation from the Genoa Township West Grand River water project will be used as a basis for the right-of-way.
- MDOT design requirements for the installation of sidewalk require compliance with the American's With Disability Act (ADA Standards). To ensure compliance with ADA Standards for maximum allowable slopes, the topographic survey will be used to prepare the design of the walk and ramps. A site walk will be completed.
- Prepare a standard cross-section for the sidewalk. It is anticipated that the walk will be 5 feet wide, to facilitate placement within the existing right-of-way and grading/drainage concerns.
- Complete an analysis of the slopes of the existing driveways.

**Tetra Tech**

401 South Washington Square, Suite 100, Lansing, MI 48933  
Tel 517.316.3930 Fax 517.484.8140 [www.tetrattech.com](http://www.tetrattech.com)

- Prepare sidewalk construction plans inclusive of removals of existing curbing for ramps at Grand Oaks Drive.
- Assist the Township in submitting the plans to MDOT for the proposed sidewalk improvements.
- Incorporate any permit conditions in the final plans.

**Assumptions**

- This proposal was written to outline Tetra Tech’s scope of services through the design phase of this project. We will provide a separate proposal for construction phase services once the final scope of services is determined.
- To comply with ADA requirements some of the existing driveways may need alteration. This proposal does not include working with property owners to complete any needed adjustments in driveway slope.
- Bidding documents are not included in this scope. It is assumed that the plans will be submitted to MDOT for inclusion in the signal project.

**SCHEDULE**

We are prepared to proceed with the design phase immediately. We anticipate having the plans completed within two weeks of being authorized to proceed.

**COMPENSATION**

Compensation for our services will be based on our hourly billable rates, plus subconsulted services multiplied by 1.15 plus in house reimbursable expenses. We propose a budget of \$4,000 for this phase of the project.

Please review this proposal and if you approve, please sign in the space below and return one original copy of this proposal for our records. Our Standard Terms and Conditions are attached and considered part of this proposal.

We appreciate the opportunity to provide continuing professional services to Genoa Township.

Please call if you have any questions.

Sincerely,



Gary J. Markstrom, P.E.  
Unit Vice President

Attachments: Tetra Tech Standard Terms and Conditions

**PROPOSAL ACCEPTED BY GENOA TOWNSHIP:**

**AUTHORIZING SIGNATURE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_





## Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

**Worker's Compensation** – as required by applicable state statute  
**Commercial General Liability** - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate  
**Automobile Liability** –\$1,000,000 combined single limit for bodily injury and property damage

**Professional Liability (E&O)** - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Consequential Damages** Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.