



## CONTRACT FOR SERVICES

### Sidewalk Improvement Design

Client: Leland Township  
Client's Agent: Susan Och  
Address: P.O. Box 238  
Lake Leelanau, MI 49653

Date: October 19, 2020  
Re: Sidewalk Improvement Design  
From: Martin A. Graf, P.E.  
Mark J. Hurley, P.E.

cc:

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Gosling Czubak Engineering Sciences, Inc. (GCES) and Leland Township (CLIENT) agree that GCES will perform the professional services described in the Proposed Scope of Work, subject to GCES's Terms and Conditions, attached.

### Project Name and Location

Project Name: Sidewalk Design

Section 9, T 30 N, R 12 W

### Proposed Scope of Work

Gosling Czubak will provide the professional services described below:

Prepare design plans and specifications for sidewalk reconstruction in Leland and Lake Leelanau consistent with improvements described in the Sidewalk Evaluation Report prepared by Gosling Czubak dated July 22, 2019. We will provide contract documents ready to be advertised and bid by the Township. A proposal for bidding and construction administration services can be provided, upon request, for the next phase. The contract documents will include the following segments.

#### **Lake Leelanau**

- Meinrad Street from Gertrude Street to St. Mary's Street, both sides
- St. Joseph Street from Meinrad Street to Main Street, North side.
- Main Street from St. Joseph Street to St. Mary's Street, North Side.

#### **Leland**

- Pearl Street from First Street to Fifth Street, North side.
- Main Street from South Street to Pearl Street, both sides.
- River Street from First Street to Fifth Street, North side.

Proposed Schedule

The scope of work can be completed within 120 days of authorization.

Proposed Fee

The total fee to provide these services is \$ 28,500.

Will be based on a time and materials basis in accordance with GCES's normal rates and charges

An initial deposit to be applied to the final invoice is required in the amount of \$

Approval

Client

Gosling Czubak Engineering Sciences, Inc

*Susan W. O'H*

*Mark Hurley*

Name: SUSAN W. O'H

Mark J. Hurley, M.S., P.E.

Title: SUPERVISOR

Director of Engineering Services

Dated: 11-17-2020

Dated October 19, 2020

## Terms and Conditions

Description of Services: GCES agrees to perform those professional services described in the attached Contract for Services which is incorporated herein by reference as if the same had been fully set forth.

Payment for Services: The estimated total fee for the services set forth in the Contract for Services. The Client understands and agrees that the aforementioned amount is an estimate for the scope of work described in the Contract. Additional fees may be billed if the scope of the work is changed. A statement for work done in a month will be billed in the following month, and that payment is to be made by the Client within 30 days of the invoice.

Estimated Date of Completion: GCES will complete the performance of the services as indicated with the dates provided in the Contract for Services absent an act, condition, or event beyond the control of the parties.

Ownership of Documents: All original documents, drawings, computer files and survey notes represent the product of training, experience and professional skill. All such items are, and will remain, the property of GCES, regardless if the project is completed. Upon full payment of all amounts due hereunder, GCES will furnish copies of suitable, original drawings and other final work products in the form required by applicable law to the Client. Such documents furnished to the Client are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or any other project. Any unauthorized reuse of documents will be at the Client's sole risk and without liability or exposure to GCES.

Scope of Services Rendered: Client assumes full responsibility for determining the suitability of the described services to meet its needs. If indicated on the attached Contract for Services, such services may include preparation and attendance at public hearings or informational meetings, when so requested by the Client; but this Agreement does not include services that would pertain to the preparation or appearance on behalf of the Client in litigation.

Assignment of Contract: GCES will be solely responsible for all services performed under this Agreement and will supervise and direct the work in accordance with in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in the same locality. Neither the Client nor GCES may assign, sublet, or transfer their interest in this Agreement, without the prior written consent of the other.

Lien for Services/Attorney's Fees: GCES reserves the right to file any statutorily authorized lien against the property which is the subject of this contractual Agreement in the event payment is not received for services rendered. If GCES is required to file suit to secure payment, GCES shall be entitled to receive its actual attorney's fees and costs incurred in such litigation.

Termination of Services: This contract may be terminated by the Client or GCES should the other fail to perform its obligations under this contract. In the event of termination, the Client shall pay GCES for all services and expenses rendered to the date of the termination.

Limitation of Liability: The Client agrees to limit the liability of GCES on this project for claims, losses or damages and claims expenses to a sum not to exceed \$25,000 or GCES's total fee for services on this project, whichever is greater.

Consequential Damages: Neither the Client nor GCES shall be liable to the other, shall make any claim for any incidental, indirect, or consequential damages arising out of this Agreement. This mutual waiver of

consequential damages shall include any consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GCES shall require similar waivers of consequential damages in all contracts and subcontracts with others involved in this project.

Dispute Resolution: Any claims or disputes between the Client and GCES shall be submitted to non-binding mediation. The Client and GCES agree to include a similar mediation agreement with all contracts, subcontractors, suppliers and fabricators that provides for mediation as the primary method for dispute resolution between all parties.

Entire Agreement: This Agreement constitutes the entire Agreement of the parties and no alteration or amendment shall be effective until such time as it is reduced to writing and signed by both parties.

Permits: GCES will assist the Client with preparation and submittal of permit applications to the approving agencies listed in the description of services. GCES's contract fee estimate for permitting assistance is based on its experience working with the listed agencies. The Client and GCES acknowledge that permitting requirements are subject to the opinions of the permit review official(s) and may result in unforeseen conditions imposed by the permitting official. Any permitting assistance, design changes or inspections made necessary by newly enacted laws, codes, regulations, or interpretations of codes made by permitting and code officials that are not described in the contract services or were unforeseen by GCES at the time that this contract was signed, can be provided by GCES for additional fees. The amount of additional fees required by unexpected permitting or inspection requirements will be presented to the Client for the Client's approval before the additional work is undertaken.