



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

March 6, 2024

Mr. Sean Ballantine, Public Services Director
City of Madison Heights
300 W. Thirteen Mile Road
Madison Heights, MI 48071

Re: Proposal for Professional Stormwater Program Services – FY 2024-2025

Dear Mr. Ballantine:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to the City of Madison Heights (CITY) to perform professional Stormwater Program Services for the 2024-2025 Fiscal Year.

BACKGROUND

DLZ is pleased to provide you with a scope of services, associated staff hours, and estimated budgets to be performed in the 2024-2025 Fiscal Year (July 1, 2024 through June 30, 2025). As previously stated, all fees mentioned, herein, are intended to serve as budgets. Actual costs will be determined on an hourly basis for tasks completed at your discretion and desired level of our involvement.

The following agreement between DLZ and the CITY is separate and distinct from any other agreement between DLZ and the CITY.

SCOPE OF SERVICES

- **Public Education Assistance** – Throughout the year, we propose to assist the CITY with its public education requirements. This would include providing content for the CITY's *Department of Public Services* web page, developing articles for the CITY's Bi-Annual Recreation Brochures, providing materials that can be integrated onto bulletin boards and Facebook, providing assistance with the Spring 2025 CITY Hall Bulletin Board, and providing additional public education assistance, if requested. Approximately fifteen (15) staff hours are estimated to complete this task.
- **Pollution Incident Prevention Plan (PIPP) Inspections & Annual Plan Review** – This assessment will include two (2) bi-annual inventories and inspections at the CITY's Public Services Facility, to be held in October 2024 and April 2025. DLZ will document what chemicals and materials are stored at these facilities, make observations of the condition of each location, and will inspect parking lots, fueling stations, and dumpsters at these facilities for potential spill hazards, repairs, and maintenance issues. DLZ Project Manager, Laura Gruzowski, will make recommendations for improvements, if necessary, and annually review the existing PIPP. Approximately ten (10) staff hours will be needed to complete this task.

- **MS4 Permit Application Re-Submittal** – The CITY’s MS4 progress report is due to the Michigan Department of Environment, Great Lakes & Energy (EGLE) via MiEnviro by April 1, 2025. DLZ proposes to develop the application content, submit drafts to the CITY for review, and upload the final application packet to MiEnviro. Approximately thirty (30) staff hours are anticipated to complete this task.
- **Storm Outfall & TMDL Investigations** – As required by the Michigan Department of Environment, Great Lakes and Energy (EGLE), outfall investigations are required at least every five (5) years and Total Maximum Daily Load (TMDL) sampling is required for E coli. DLZ proposes to coordinate storm sewer investigations, sampling, and reporting with the CITY. Approximately forty-eight (48) staff hours are anticipated to complete this task.
- **FOG Program Assistance** – As previously discussed, the CITY intends to develop a more robust Fats, Oil, and Grease (FOG) Program. DLZ proposes to review existing sanitary sewer ordinances for input on improvements, develop sample enforcement letters and public educational material for residents and businesses, and provide additional assistance and support as needed. Approximately six (6) hours are anticipated to complete this task.
- **Miscellaneous Engineering Services** – Throughout the year, additional stormwater services may be needed, at the request of the CITY. Approximately eight (8) staff hours are estimated to complete this task.

RESPONSIBILITIES OF THE CITY

- The CITY will provide any necessary information needed to complete reports and other documents.
- The CITY will provide a review of all documentation produced during the project in a timely manner.

TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this Work Order Proposal. The Client referred to in the Standard Terms and Conditions means the City of Madison Heights.

SERVICES FEE

For services described in the **SCOPE OF SERVICES**, DLZ proposes to charge, and CITY agrees to pay a Lump Sum fee of **\$17,600.00**. Invoices will be rendered monthly.

If you approve and accept this Proposal, please sign, date, and return one copy of this Proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Proposal in your paperwork.



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City of Madison Heights
FY 2024-2025 Stormwater Program Services
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DLZ appreciates the opportunity to submit this Letter Agreement for professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to call Laura Gruzowski at (248) 836-4053.

Sincerely,
DLZ MICHIGAN, INC.

Manoj Sethi, PE
President

Attachments:
Exhibit A: Standard Terms and Conditions

Approved and Accepted

Signature	_____
Printed Name	_____
Title	_____
Date	_____

Exhibit A
DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

2. CONSTRUCTION SERVICES: If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. SAFETY: DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.

10. INSURANCE: During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.