

February 15, 2023

Mr. Rik Kowall
Township Supervisor
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

Re: Proposal for Professional Surveying Services for Mapping and Parcel Revisions for the following Parcels: 12-13-128-001, 12-13-202-009, 12-13-128-012, 12-13-128-016 and 12-13-128-020. All five (5) existing parcel are located on an island in Pontiac Lake.

Dear Mr. Kowall,

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to the Charter Township of White Lake (OWNER) for professional surveying services as requested.

BACKGROUND

Charter Township of White Lake desires to map five (5) existing parcels, they own, and reconfigure them into marketable parcels. "Image 1" contains the existing parcel geometry, and "Image 2" illustrates the proposed parcel geometry. To accomplish this the following tasks will need to be completed: topographic mapping, boundary survey, review for buildability, new parcels descriptions and exhibits, new utility, and access easements along with a final P.A. 132 Survey. This proposal provides anticipated work items that may be required to achieve the desired split as related to Surveying Services. Additional requirements may surface, and separate proposal(s) would be issued on an as needed basis.



"Image 1"



"Image 2"

SCOPE OF SERVICES

Task 1 – DLZ will prepare a topographic map of the existing parcels with a 50-foot overlap. Manmade improvements will be located, and utilities will be plotted, based on utility information received through a MISS DIG Design Ticket. Trees 6-inch and larger will be located. Consist of approximately 2 acres of land.

Task 2 – DLZ will prepare a boundary survey of the existing parcels.

Task 3 – DLZ will review the buildability of the proposed lots based on utility locations, boundary limits, setbacks, and topology.

Task 4 – DLZ will create new parcel descriptions and exhibits depicting the proposed parcel geometry to present to the authorizing governing entity for approval. Once Approved, DLZ will create a final P.A. 132 Survey. DLZ assumes no liability if the requested parcel splits are denied by the authorizing governing body.

Task 5 – DLZ will prepare easement descriptions and exhibits. Easement requirements could include private utilities, sanitary sewer and access easements.

Task 6 – DLZ will set the new parcel corners upon final approval.

RESPONSIBILITIES OF THE OWNER

- The Owner will provide access to the island via a watercraft to carry equipment and staff. The work will require approximately 4 days of travel to the Island. DLZ will require additional fees if a watercraft is not available via the Township.
- The Owner will provide Title work for the five (5) parcels. Only easements provided in the Title work will be plotted.

TERMS AND CONDITIONS



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Gale Island, Pontiac Lake Parcels
Surveying services
February 15, 2023
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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 Charter Township of White Lake.

SERVICES FEE

For services described in **SCOPE OF SERVICES**, DLZ proposes to charge, and the OWNER agrees to pay, the following Lump Sum amounts per item.

Task 1 Topographic Survey	\$5,000.00
Task 2 Boundary Survey	\$4,500.00
Task 3 Buildability Review	\$1,500.00
Task 4 Create new parcel descriptions, exhibits, and P.A. 132 Survey. (Based on \$750.00 per parcel)	\$3,750.00
Task 5 Create easement descriptions and exhibits for utilities and ingress/egress. (Based on \$500.00 per easement per proposed parcel)	\$2,500.00
Task 6 Set new corners	\$1,500.00

No work outside of the scope will be completed without prior approval. Invoices will be rendered monthly based on work completed.

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.

DLZ appreciates the opportunity to submit this Letter Agreement for professional services. This offer will remain open for acceptance for 30 days. If for any reason you should have questions, please do not hesitate to call Tim Weir at (248) 240-1018 or tweir@dlz.com.

Respectfully,
DLZ Michigan, Inc.

Manoj Sethi, P.E.
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 adaptation 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.