



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

September 20, 2022

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

Re: Charter Township of White Lake – Elizabeth Lake Rd. Improvements

Dear Mr. Kowall:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal, for continued professional engineering services for the Charter Township of White Lake (TOWNSHIP) for the proposed Elizabeth Lake Road improvement project adjacent to the future Town Center between Teggerdine Road and Highland Road (M-59). It is our understanding that the proposed extension will generally be designed and constructed in accordance with the conceptual design prepared by DLZ. This concept is the result of multiple meetings with the Road Commission for Oakland County (RCOC) and includes revisions that were required to achieve a verbal approval of the concept plan.

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

SCOPE OF SERVICES

The improvements will generally consist of approximately 2,000 lineal feet of roadway reconstruction and storm sewer system improvements and 600 lineal feet of water main and appurtenances on Elizabeth Lake Rd. The plans will include the following design features for the roadway:

- Parallel parking on both sides of Elizabeth Lake Rd. near the Town Center Blvd. intersection
- Conversion of the existing Town Center Blvd. intersection into a roundabout
- Pedestrian crosswalks throughout the project corridor with median islands
- Center left turn lane at strategic locations throughout the project corridor
- Pedestrian pathway on the southwest side of the roadway
- Three entrance drives to the future Civic Center campus

Engineering Services

- DLZ will complete topographic survey to cover any remaining area that we have not previously surveyed in the project area.
- DLZ will design the reconstruction of Elizabeth Lake Road near the Town Center Boulevard intersection. DLZ will coordinate with RCOC on the full reconstruction of the roadway, including revising the Town

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Akron Bridgeville Burns Harbor Chicago Cincinnati Cleveland Columbus Detroit Flint Fort Wayne Indianapolis Joliet Kalamazoo Lansing
Lexington Louisville Madison Melvindale Munster Muskegon Pittsburgh Port Huron Saint Joseph South Bend Toledo Waterford

Center Boulevard intersection into a roundabout, installing parallel parking spaces and pedestrian crosswalks, and incorporating traffic calming techniques in the design if approved by RCOC. The roadway will be designed to RCOC standards.

- DLZ has designed dozens of roundabouts for local agencies throughout the State of Michigan including the Road Commission for Oakland County. We are very familiar with what the county requires for roundabouts in their jurisdiction. The proposed roundabout concept shown is a small conventional signal lane roundabout design. This layout may prove difficult for trucks to maneuver. It should be possible to design the roundabout as a mini-roundabout, following the latest FHWA guidelines. This would include paving the entire central island and trucks would then be able to traverse the full central island when making turning or thru movements at the roundabout. The roundabout layout will include figures and exhibits displaying all pertinent roundabout design parameters that the RCOC would expect to review.
- DLZ will design a new water main extension on the southwest side of Elizabeth Lake Rd. from the existing water main opposite the senior living center to the southeast beyond the proposed public services building totaling approximately 600 lineal feet. The sizing of the proposed main will be in accordance with Ten States Standards and applicable Michigan Department of Environment, Great Lakes & Energy (EGLE) requirements. The project will be designed to the TOWNSHIP's standards.
- DLZ will conduct utility investigation, including notifying all utility agencies, as a representative of White Lake Township, of the proposed construction and obtaining plans of their existing and proposed facilities within the project limits. DLZ will conduct utility meetings, as required, to discuss possible utility conflicts with the proposed construction. DLZ will obtain probes to establish accurate elevations of utility lines and coordinate the removal or relocation of said utilities, if necessary. All utility removals or relocations will be coordinated to be accomplished prior to project start up.
- DLZ will utilize the concept plan to design a pedestrian pathway along the southwest side of Elizabeth Lake Road. Emphasis will be placed on designing the pathway to improve connectedness and help create a means for resident and visitor access to the future Civic Center campus.
- DLZ recognizes the importance of safety for the motoring public and the construction personnel during construction. Detours will be provided to limit vehicular delays throughout the construction process. All construction signing and markings will be in conformance with the Michigan Manual of Uniform Traffic Control Devices and Oakland County recommendations.
- DLZ will apply for permits from the following agencies:
 - EGLE Part 399 Permit
 - RCOC for work on along Elizabeth Lake Rd.
 - Oakland County Water Resources Commission (OCWRC) for stormwater management within the project area.

ADDITIONAL REQUIRED SERVICES NOT INCLUDED IN PROPOSAL

Geotechnical Investigation and Report to determine existing soil conditions to verify pavement, storm water and water main design. Meetings with the Michigan State Police to determine the viability of reducing the speed limit on this section of Elizabeth Lake Rd.



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Charter Township of White Lake
Elizabeth Lake Rd. at Town Center
September 20, 2022
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STANDARD 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 Proposal. The Client referred to in the Standard Terms and Conditions means Charter Township of White Lake.

SERVICES FEE

For services described in the **SCOPE OF SERVICES – Engineering Services**, DLZ proposes to charge, and the TOWNSHIP agrees to pay a Lump Sum fee of **\$157,200.00**. Invoices will be rendered monthly.

DLZ appreciates the opportunity to submit this Proposal 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 Mike Leuffgen at (248) 681-7800.

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.

Respectfully,
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 alternation 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.

Engineer's Opinion of Costs

| | |
|---|---|
| Project Number: WLT - Eliz Lake | Project Engineer: Leigh C. Merrill, PE |
| Estimate Number: 1 | Date Created: 5/7/2020 |
| Project Type: Miscellaneous | Date Edited: 9/20/2022 |
| Location: Elizabeth Lake Rd | Fed/State #: |
| White Lake Township | Fed Item: |
| Description: Elizabeth Lake Road for Proposed Civic Center | Control Section: |

| Line | Pay Item | Description | Quantity | Units | Unit Price | Total |
|------|----------|--|-----------|-------|--------------|--------------|
| 0001 | 1027051 | _ 15% Contingency | 1.000 | LSUM | \$342,000.00 | \$342,000.00 |
| 0002 | 1500001 | Mobilization, Max | 1.000 | LSUM | \$207,000.00 | \$207,000.00 |
| 0003 | 2040020 | Curb and Gutter, Rem | 610.000 | Ft | \$25.00 | \$15,250.00 |
| 0004 | 2040055 | Sidewalk, Rem | 100.000 | Syd | \$10.00 | \$1,000.00 |
| 0005 | 2050030 | Machine Grading | 22.000 | Sta | \$4,000.00 | \$88,000.00 |
| 0006 | 2080016 | Erosion Control, Gravel Access Approach | 6.000 | Ea | \$1,000.00 | \$6,000.00 |
| 0007 | 2080020 | Erosion Control, Inlet Protection, Fabric Drop | 4.000 | Ea | \$150.00 | \$600.00 |
| 0008 | 2080036 | Erosion Control, Silt Fence | 5,000.000 | Ft | \$5.00 | \$25,000.00 |
| 0009 | 3020026 | Aggregate Base, 10 inch | 9,400.000 | Syd | \$20.00 | \$188,000.00 |
| 0010 | 4020987 | Sewer, Cl IV, 12 inch, Tr Det B | 3,400.000 | Ft | \$120.00 | \$408,000.00 |
| 0011 | 4030025 | Dr Structure Cover, Type D | 15.000 | Ea | \$550.00 | \$8,250.00 |
| 0012 | 4030200 | Dr Structure, 24 inch dia | 5.000 | Ea | \$1,500.00 | \$7,500.00 |
| 0013 | 4030210 | Dr Structure, 48 inch dia | 10.000 | Ea | \$2,000.00 | \$20,000.00 |
| 0014 | 4040073 | Underdrain, Subgrade, 6 inch | 4,400.000 | Ft | \$20.00 | \$88,000.00 |

| Line | Pay Item | Description | Quantity | Units | Unit Price | Total |
|------|----------|--|------------|-------|-------------|--------------|
| 0015 | 5010005 | HMA Surface, Rem | 5,900.000 | Syd | \$10.00 | \$59,000.00 |
| 0016 | 5010025 | Hand Patching | 50.000 | Ton | \$200.00 | \$10,000.00 |
| 0017 | 5010045 | HMA, 3E3 | 1,470.000 | Ton | \$100.00 | \$147,000.00 |
| 0018 | 5010051 | HMA, 4E3 | 980.000 | Ton | \$110.00 | \$107,800.00 |
| 0019 | 5010057 | HMA, 5E3 | 980.000 | Ton | \$120.00 | \$117,600.00 |
| 0020 | 6020104 | Conc Pavt, Nonreinf, 8 inch | 570.000 | Syd | \$135.00 | \$76,950.00 |
| 0021 | 8020038 | Curb and Gutter, Conc, Det F4 | 5,000.000 | Ft | \$40.00 | \$200,000.00 |
| 0022 | 8030036 | Sidewalk Ramp, Conc, 6 inch | 1,000.000 | Sft | \$15.00 | \$15,000.00 |
| 0023 | 8030044 | Sidewalk, Conc, 4 inch | 30,000.000 | Sft | \$8.00 | \$240,000.00 |
| 0024 | 8037001 | _ Detectable Warning Surface, Modified | 240.000 | Ft | \$60.00 | \$14,400.00 |
| 0025 | 8110198 | Pavt Mrkg, Thermopl, 6 inch, White | 1,000.000 | Ft | \$0.50 | \$500.00 |
| 0026 | 8110199 | Pavt Mrkg, Thermopl, 6 inch, Yellow | 5,000.000 | Ft | \$0.50 | \$2,500.00 |
| 0027 | 8110253 | Pavt Mrkg, Waterborne, 2nd Application, 6 inch, White | 1,000.000 | Ft | \$0.50 | \$500.00 |
| 0028 | 8110254 | Pavt Mrkg, Waterborne, 2nd Application, 6 inch, Yellow | 5,000.000 | Ft | \$0.50 | \$2,500.00 |
| 0029 | 8127051 | _ Traffic Control and Signage | 1.000 | LSUM | \$40,000.00 | \$40,000.00 |
| 0030 | 8167011 | _ Restoration | 4,000.000 | Syd | \$20.00 | \$80,000.00 |
| 0031 | 8230062 | Gate Valve, 8 inch | 2.000 | Ea | \$3,000.00 | \$6,000.00 |
| 0032 | 8230155 | Water Main, DI, 8 inch, Tr Det F | 600.000 | Ft | \$150.00 | \$90,000.00 |
| 0033 | 8230360 | Gate Well, 60 inch dia | 2.000 | Ea | \$4,000.00 | \$8,000.00 |

| Line | Pay Item | Description | Quantity | Units | Unit Price | Total |
|---------------------------------------|----------|-------------|----------|-------|------------|-------|
| Estimate Total: \$2,622,350.00 | | | | | | |
