

Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer



Trustees
Scott Ruggles
Steve Anderson
Andrea C. Voorheis
Liz Fessler Smith

WHITE LAKE TOWNSHIP DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, www.whitelaketwp.com

December 6, 2024

Honorable Board of Trustees
Charter Township of White Lake
7525 Highland Rd.
White Lake, MI 48383

RE: 2025 Water System Reliability Study, and General Plan Update Proposal-DLZ

Dear Board of Trustees,

White Lake Twp. and all Type 1 public water systems are required by Safe drinking Water Act PA 399 and Administrative Rules to complete a Reliability Study (Part 12) and General Plan (Part 16) every five years. These updates must include the required elements of Rule 1203 (study of water supply requirements for type 1 water system), 1604 (general system layout), and 1605 (hydraulic analysis). Our GIS system will be updated to include new development and incorporate into the General Plan.

DLZ as the engineer for the water system has completed previous reliability studies and general plan updates under various project names in 2001, 2005, 2009, 2014, and 2019.

To keep costs down, DPS will conduct hydrant flow testing at 25 locations for hydraulic model calibration immediately following spring flushing. Funding for the project will come out of the water operating fund and is budgeted for 2025.

DPS is requesting the Board of Trustees to approve the Water System Reliability Study, and General Plan Update Proposal by DLZ, our Township engineers for an amount not to exceed \$25,000.00.

Sincerely,

A handwritten signature in black ink that reads "Aaron Potter". The signature is written in a cursive style and is followed by a vertical line.

Aaron D. Potter
Director, Dept. of Public Services
Charter Township of White Lake



ARCHITECTURE • ENGINEERING • PLANNING
SURVEYING • CONSTRUCTION SERVICES

INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

December 3, 2024

Mr. Aaron Potter, Director
Department of Public Services
White Lake Township
7525 Highland Road
White Lake, MI 48383

**Re: Proposal for Engineering Services
Water System Reliability Study and General Plan Update**

Dear Mr. Potter:

DLZ Michigan Inc. (DLZ) is pleased to submit this proposal to the Charter Township of White Lake (TOWNSHIP) to perform services related to the *Water Reliability Study and General Plan Update* as required by the *Michigan Safe Drinking Water Act 1976 PA 399 and Administrative Rules*, as amended, and the Michigan Department Environment, Great Lakes, and Energy (EGLE). The Township's water main GIS database will also be updated as part of the project to update the required General Plan. The Water Reliability Study and General Plan are to be updated every five (5) years.

Our understanding of the project is based on discussions with Township staff, requirements given in Part 12 - Reliability, and Part 16 - General Plans of the *Safe Drinking Water Act*, and experience completing reliability studies and general plans for your community and other southeast Michigan communities.

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

SCOPE OF SERVICES

- DLZ will work with designated staff from the Department of Public Services (DPS) to review the project scope and verify the intent of the proposed project, review historical information, transfer documents, establish firm deliverable dates, and review applicable standards for the Water System Reliability Study and General Plan Update.
- DLZ will utilize Southeast Michigan Council of Governments (SEMCOG) data, available planning documents, and consultations with Township staff to develop 5-year and 20-year planning service areas. The current *2024 Master Plan*, zoning ordinance, and population projections to 2040 will be utilized to develop 5-year and 20-year water use projections required by the *Safe Drinking Water Act*.
- The study will present basic planning data including current population, number of service connections, and equivalent residential units, as required by the *Safe Drinking Water Act*.
- Based on current and historical water usage/meter records provided by the Township, Township population projections, the Township Land Use/Zoning maps and ordinances, and input from Township staff, DLZ will develop the following water system demands and describe the basis for the demand projections, as required by the *Safe Drinking Water Act*:
 - o Present Average Daily Demand (2024)

4494 Elizabeth Lake Rd, Waterford Township, MI 48328 | OFFICE 248.681.7800 | ONLINE WWW.DLZ.COM

Akron Bellefontaine 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

- Present Maximum Daily Demand (2024)
 - Present Maximum Hourly Demand (2024)
 - Projected Average Daily Demand (2029)
 - Projected Maximum Daily Demand (2029)
 - Projected Maximum Hourly Demand (2029)
 - Projected Average Daily Demand (2044)
 - Projected Maximum Daily Demand (2044)
 - Projected Maximum Hourly Demand (2044)
-
- Monthly and annual production totals for each source will be included in the study. Annual usage for each customer class will also be included as required.
 - DLZ will determine the system capacity during power service interruptions and will include a water shortage response plan for emergencies.
 - DLZ will determine recent water loss by comparing water treatment pumping and supply data with Township customer meter readings/billing records.
 - DLZ will work with the Township DPS to determine if updates to the GIS database are needed for new water main, valves, and hydrants not currently included in the GIS database. Additional assets can be brought into the GIS database based on As-Built plans provided by the TOWNSHIP, GPS locating these assets could be done for an additional fee.
 - DLZ will update the water system general plan from the updated GIS database, to include all system valves, hydrants, the storage tank, water main, pumps, wells, and treatment facilities. Rated capacities of system components, as required, will be included.
 - DLZ will update the existing Township water system hydraulic model, based on the updated GIS database, to analyze the system for deficiencies including excessive head loss, excessive velocities, and available fire flow and pressure deficiencies. DLZ will utilize hydrant flow test results provided by TOWNSHIP for hydraulic model calibration. Pressure contour maps will be developed and provided, as required.
 - Service area maps will be developed and presented showing existing and future service area boundaries.
 - DLZ will determine existing and future firm capacity system requirements and determine how future demands will be met utilizing existing storage and pumping facilities.
 - DLZ will develop and recommend system improvements based on computer model results, analysis of water main break records, and discussions with DPW staff. Preliminary planning cost estimates for recommended improvements will be prepared along with funding scenarios. System improvements will be prioritized.
 - The Township previously submitted a Water Asset Management Program, as required, prior to January 1, 2018, and a Risk and Resilience Assessment and Emergency Response Plan in 2021. The 5-year and 20-year capital improvement plans will be reviewed and updated based on results of the analysis completed in the task above.
 - As requested by the Township, DLZ will revise the current Township Zoning Ordinance in accordance with the Wellhead Protection Plan to establish prohibitions for use within 1- and 5-year capture zones.
 - DLZ will prepare draft copies of the study containing findings and recommendations and meet with Township staff to discuss necessary revisions.
-

- DLZ will prepare and provide copies of the final Reliability Study and General Plan Update to the Township.
- DLZ will be available to present the Study, including findings and recommendations, to the Michigan Department of Environment, Great Lakes, and Energy if necessary.

RESPONSIBILITIES OF THE OWNER

- The TOWNSHIP will designate a primary contact person who will be the liaison between DLZ and the TOWNSHIP.
- The TOWNSHIP will provide access to the GIS and CMMS applications to perform necessary updates for inclusion into the study.
- The TOWNSHIP will provide approximately 25 hydrant flow test results which will be utilized by DLZ for hydraulic model calibration.

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 Charter Township of White Lake.

SERVICES FEE

For services described in the **SCOPE OF SERVICES**, DLZ proposes to charge, and the TOWNSHIP agrees to pay a Not to Exceed fee of **\$25,000.00** in accordance with the attached Exhibit B Rate Schedule. 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.

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 Michael Leuffgen at (248) 836-4057.

Sincerely,
DLZ MICHIGAN, INC.

Manoj Sethi, P.E.
President

- Attachments:
- Exhibit A: Standard Terms and Conditions
 - Exhibit B: Rate Schedule
 - Exhibit C: Insurance Requirements

Approved and Accepted
Signature
Printed Name
Title
Date

EXHIBIT A

DLZ'S STANDARD TERMS AND CONDITIONS FOR CERTAIN WHITE LAKE TOWNSHIP PROJECTS

- 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:** DLZ will maintain insurance consistent with the requirements on the attached Exhibit C. 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. CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
- 12. LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT.
- 13. DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled in a court of competent jurisdiction in the state where the Project is located. Such court shall have personal jurisdiction over DLZ and CLIENT. This Agreement is governed by, and interpreted in accordance with, the laws of the state where the Project is located, without regard to conflict of law principles. DLZ and CLIENT each agrees to, and hereby does, voluntarily waive its right to a jury trial for any dispute arising between them regarding DLZ's services or this Agreement.
- 14. DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
- 15. 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.
- 16. 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.
- 17. 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.

Exhibit
Rate Schedule

CLASSIFICATION	HOURLY RATE CHARGE
Senior Project Manager	\$ 170.00
Project Manager	\$ 150.00
Surveyor VI	\$ 160.00
Surveyor V	\$ 145.00
Engineer IV/Surveyor IV	\$ 125.00
Engineer III/Surveyor III	\$ 115.00
Engineer II/Surveyor II	\$ 100.00
Engineer I/Surveyor I	\$ 95.00
Senior Architect	\$ 155.00
Architect	\$ 120.00
Architect Intern	\$ 90.00
Landscape Architect	\$ 120.00
Senior Geologist/Senior Environmental Scientist	\$ 130.00
Geologist/Environmental Scientist	\$ 90.00
Senior Environmental Analyst	\$ 120.00
Environmental Analyst	\$ 95.00
Senior Programmer	\$ 125.00
Programmer	\$ 105.00
Senior GIS Analyst	\$ 120.00
GIS Analyst	\$ 105.00
GIS Intern	\$ 80.00
Senior CAD Operator	\$ 105.00
CAD Operator	\$ 85.00
CAD Operator Intern	\$ 70.00
Designer	\$ 100.00
Construction Project Manager	\$ 145.00
Senior Construction Inspector	\$ 105.00
Construction Inspector	\$ 80.00
2 Person Survey Crew	\$ 190.00
1 Person Survey Crew	\$ 135.00
Clerical	\$ 55.00

EXHIBIT C

Insurance. DLZ shall not commence work under this contract until they have obtained the insurance required under this paragraph and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Client. The requirements below should not be interpreted to limit the liability of DLZ. All deductibles and SIR's are the responsibility of DLZ.

- Professional Liability in an amount not less than \$2,000,000 per occurrence and \$2,000,000 general aggregate. If this policy is claims made form, then the DLZ shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.
- Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- Additional Insured: Commercial General Liability and Automobile Liability as described above shall include an endorsement stating the Client shall be listed as additional insured. It is understood and agreed by naming the Client as additional insured, coverage afforded is considered primary and any other insurance the Client may have in effect shall be considered secondary and/or excess.
- Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to Client.
- Proof of Insurance Coverage: DLZ shall provide the Client at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.
- If any of the above coverages expire during the term of this contract, the DLZ shall deliver renewal certificates and endorsements to the Client at least ten (10) days prior to the expiration date.