



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

February 9, 2024

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. Reconstruction – Construction Engineering Services

Dear Mr. Kowall:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal, for construction engineering services related to the proposed Elizabeth Lake Road Reconstruction project adjacent to the future Town Center between Teggerdine Rd. and Highland Road (M-59) for the Charter Township of White Lake (TOWNSHIP).

BACKGROUND

DLZ completed the design engineering on the roadway improvements, which include the installation of a roundabout at the Town Center Boulevard intersection, on-street parking, median island pedestrian crosswalks, drainage system improvements, street lighting and sidewalk installation.

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

SCOPE OF SERVICES

Resident Inspection:

DLZ will perform Resident Inspection Services on the proposed construction activities. Inspection will be performed whenever the contractor is constructing the improvements proposed on the plans. Construction operations requiring full time Resident Inspection will include the following activities:

- **Drainage System:**
 - Excavation, bedding and backfill.
 - Installation of all materials.
 - Placement and installation of all storm structures and sewer pipe.
- **Roadway:**
 - Machine grading and subgrade preparation.
 - Placement of aggregate base.
 - Installation of all curb and gutter.
 - Paving of the HMA roadway, roundabout, and drive approaches.

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- **Sidewalk:**
 - Excavation and subgrade preparation.
 - Placement of sand subbase.
 - Installation of all concrete sidewalk.
- **Streetlighting:**
 - Excavation.
 - Placement and installation of conduits and wiring.
 - Placement of all streetlights and foundations.
- **Miscellaneous Work:**
 - Restoration of all greenbelt areas

DLZ's Construction Engineering Fee is based on 1,200 hours of inspection over the duration of the anticipated 24-week construction schedule. In the event the contractor exceeds this time period additional construction engineering fees would apply.

Contract Administration:

DLZ's functions, responsibilities, and obligation to the TOWNSHIP, in this phase of the WORK, will be as follows:

- DLZ will issue to the Contractor(s), a Notice-To-Proceed, upon direction of TOWNSHIP.
 - DLZ will advise and consult with TOWNSHIP during the construction phase of the projects.
 - DLZ will attend Progress Meetings. Due to the anticipated construction timeline of twenty-four (24) weeks, project meetings are anticipated to be 10-12 meetings.
 - DLZ will make recommendations upon request of the TOWNSHIP, on claims relating to the execution and progress of the construction work.
 - DLZ will review shop drawings, samples, and other submittals of the Contractor(s), only for general conformance to the design concept of the Project and for general compliance with the Contract Documents.
 - Based on on-site observations and on review of Contractor(s) applications for payment and the accompanying data and schedules, DLZ will determine the amounts owing the Contractor(s) and approve, in writing and in accordance with the provisions of the General Conditions of the Contract Documents, payments to Contractor(s) in such amounts.
 - DLZ will work with the Township on Grant Coordination with the Economic Development Initiative Community Project Funding Grant to help reimburse the Township for a portion of construction costs.
 - DLZ will assist in the preparation of Change Orders for TOWNSHIP's approval.
 - DLZ will handle complaints and refer them to the Contractor(s) for a disposition.
 - DLZ will receive and transmit to TOWNSHIP all written guarantees and other required documentation assembled by the Contractor.
 - DLZ will conduct a walk-through with the Contractor and develop a punch list of works items needing to be completed.
 - DLZ will conduct a Final Inspection and issue a Final Report and a Certificate of Final Payment.
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Material Testing Services:

DLZ will coordinate Material Testing activities on the projects. To facilitate this, DLZ will either engage the services of a sub-consultant known to have expertise in this field, or self-perform this service.

- Material Quality Control Sampling and/or Testing, Density Control, and Reporting; including but not limited to, hot mix asphalt, concrete, aggregates, and subgrade in accordance with MDOT's Materials Quality Assurance Procedures Manual, Density Testing and Inspection Manual, and any or all other applicable referenced or included Contract Documents.
- Determine the acceptability of materials based on their respective specification requirements. Immediately inform the Project Manager of non-compliance work and trends toward borderline compliance.
- Provide lab material testing abiding by ASTM, AASHTO & MDOT requirements; performed by certified technicians and in an AASHTO accredited laboratory.

The fees associated with this Construction Engineering category are based on an anticipated construction period of twenty-four (24) weeks. In the event the contractor exceeds this time period additional construction engineering fees would apply.

SCOPE OF SERVICES – SPECIAL SERVICES

The following services, when requested and authorized by the TOWNSHIP, will be provided by DLZ or an authorized sub-consultant. Compensation for Special Services as described herein or services beyond the scope of this agreement will be based on the attached DLZ Schedule of Fees labeled Exhibit B. Sub-consultant expenses will be provided and approved by the TOWNSHIP prior to commencement of work as well.

- Services due to changes in the scope and complexity of the Project(s) or their design, including, but not limited to, changes in size, alignment, or character of construction.
- Services due to unforeseen underground conditions such as, but not limited to, the presence of petroleum products in the soil or groundwater of the site as may be encountered by excavation or dewatering activities.
- Services related to dewatering activities, testing of wells and laboratory services that may be required in connection with the Project.

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**, DLZ proposes to charge, and the TOWNSHIP agrees to pay in accordance with the attached Rate Schedule labeled Exhibit B a not to exceed fee of \$286,000.00 without approval by the TOWNSHIP. The fee is broken down as follows:



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- Contract Administration – \$114,200.00
- Construction Inspection – \$126,000.00
- Material Testing – \$45,800.00

Invoices will be rendered monthly based on the actual hours expended times the rate shown on Exhibit B for the classification of the individual working on the project.

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 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, P.E. at (248) 681-7800.

Respectfully,
DLZ Michigan, Inc.

Manoj Sethi, PE
President

Attachments:
Exhibit A: Standard Terms and Conditions
Exhibit B: Rate Schedule

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.

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