

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



Trustees  
Scott Ruggles  
Michael Powell  
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](http://www.whitelaketwp.com)

September 10, 2021

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

**RE: DLZ Engineering Services Proposals – Drinking Water Revolving Fund (DWRF) Aspen Meadows Iron Filtration Plant and Huron Valley Schools Bogie Lake Water Main Extension**

Dear Board of Trustees,

In December of 2018, Huron Valley Schools (HVS) approached the Township about extending the Township water system down Bogie Lake Road to the Lakeland Campus. Through the spring and early summer of 2019, we developed a project plan for a potential Drinking Water Revolving Fund (DWRF) loan that consisted of two key components, the extension of watermain down Bogie Lake Rd. to service the Lakeland Campus and surrounding areas, and the addition of iron filtration to the Aspen Meadows Wellhouse.

Rusty water is the number one water related complaint in White Lake. Since the construction of the Village Acres Treatment Plant, rusty water complaints in the area serviced by this plant have dropped to almost zero. I say “almost zero” as the only rusty water complaints that we have had were due to hydrant flushing. HVS also has experienced major problems with the quality of water produced with their water system. The DWRF Project plan addresses both issues and would allow the Township to not only service HVS Lakeland Campus with high quality drinking water, but would improve the water quality of all of the Township north of Elizabeth Lake Rd. and Union Lake Rd. This would include Aspen Meadows, all of M-59, Twin Lakes, Cranberry Meadows and all other neighborhoods in Pressure Districts 3, 4, and 5.

The Board of Trustees approved the design engineering portion of the proposals at the March 31, 2020 Board of Trustees meeting.

The scope of services provided in the DLZ proposal are consistent with the budget submitted with the DWRF Project Plan. This budget has been reviewed and approved by the State and the Order of Approval has been granted on August 29, 2021. We have recently worked through the bond closing requirements with our bond attorney and are ready to begin construction upon closing later this month.

DPS requests that the Board of Trustees approve the construction engineering sections of both DLZ proposals Re: Drinking Water Revolving Fund (DWRP) Aspen Meadows Iron Filtration Plant and HVS Bogie Lake Watermain Extension, not to exceed \$478,428.88 (\$451,348 + 6% contingency).

Please note that these are not "new" proposals. This are the same proposals that were partially approved in March of 2020.

Sincerely,

A handwritten signature in black ink that reads "Aaron Potter". The signature is written in a cursive style with a large initial 'A' and a long, sweeping underline.

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



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

RECEIVED

MAR 05 2020

WHITE LAKE TOWNSHIP  
CLERK'S OFFICE

March 5, 2020

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

**Re: Charter Township of White Lake – Drinking Water Revolving Fund (DWRf) Aspen Meadows Iron Filtration Plant**

Dear Mr. Kowall:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to The Charter Township of White Lake (TOWNSHIP) for professional engineering services related to engineering design of the Aspen Meadows Water Treatment Facility, Iron Removal Project. Design services will be in accordance with conclusions and recommendations developed in the 2019 Drinking Water Revolving Fund Project Plan (DWRf Project Plan).

#### **BACKGROUND**

Based on the findings presented in the recently completed DWRf Project Plan, it is our understanding that the Charter Township of White Lake is interested in installing iron removal treatment at the Aspen Meadows Well House.

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

#### **SCOPE OF SERVICES – DESIGN ENGINEERING**

- DLZ will collect information as necessary to complete the design of the proposed Iron Removal Facility at the Aspen Meadows Well House. DLZ will obtain plans of the existing Well House at Aspen Meadows and will field verify interior and exterior measurements as relates to proposed demolition and expansion. DLZ will also obtain plans for existing water main and proposed sanitary sewer connection points.
- The DLZ design team will meet regularly with the TOWNSHIP to verify design parameters, discuss progress on the project and clarify matters of design as may be required.
- DLZ will prepare plans for Aspen Meadows Iron Removal Facility using the following considerations in the design:
  - Preliminary Engineering;
  - Structural and architectural issues;
  - HVAC issues;
  - Electrical design to include integration of the existing Supervisory Control and Data Acquisition (SCADA) equipment and recently installed Variable Frequency Drive (VFD) equipment;

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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

- Process, piping design, and finalizing sizes of equipment. Special consideration will be given to determining the method for disinfection and recommendations will be made to the TOWNSHIP for their decision;
- Automating backwash process;
- Operation and maintenance of the system;
- Site improvement.
- DLZ will prepare base drawings using information developed in the Project Plan phase mentioned earlier. These drawings will include equipment layouts and preliminary structural and architectural information. Based on these preliminary drawings the design team will meet with TOWNSHIP applicable parties to review progress and gather input as relates to the final design.
- DLZ will prepare specifications to industry standards for the work proposed to be completed under this contract.
- Once a preliminary design has been completed, DLZ will prepare an opinion of probable construction cost for the Aspen Meadows Iron Removal Facility.
- DLZ will prepare permit applications, as may be required, for the prosecution of this work. **This agreement does not include application fees for permits.**
- DLZ will assist the TOWNSHIP in bidding the project, answer questions during bidding, conduct a pre-bid meeting, prepare addenda as may be required, review the bids and make a recommendation upon receipt and review of the bids.
- DLZ will meet with the TOWNSHIP and appropriate staff at EGLE, if necessary. DLZ will assist the TOWNSHIP in securing necessary approvals for the construction of the proposed projects.

#### **SCOPE OF SERVICES – CONSTRUCTION ENGINEERING**

- DLZ will attend and conduct the monthly construction conference meeting and prepare minutes of the meeting. The first meeting will be a pre-construction meeting. Periodic progress meetings will follow throughout the course of the project.
  - DLZ will communicate with EGLE Engineering staff as required, regarding construction issues that may influence compliance.
  - The DLZ project team will review, critique and return shop drawings furnished by the contractors for materials and equipment to be incorporated into the project.
  - DLZ will coordinate and provide required material testing on behalf of the TOWNSHIP. In addition, DLZ will review laboratory tests and certifications of construction materials to verify their compliance with specifications.
  - DLZ will consult and advise on interpretation of the contract documents.
  - DLZ will review the contractor's breakdown of cost, material quantities and scheduling.
  - DLZ will review monthly estimates and certification of construction progress payments. Based on this review, DLZ will submit to the Township for approval and payment.
  - DLZ will conduct Davis-Bacon wage rate interviews as required by the EGLE and review all contractor certified payrolls and pay applications for compliance with the Davis-Bacon wage rates.
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- DLZ will analyze and prepare suggested response for any contractor claims or request for information (RFI). DLZ staff will prepare bulletins based on issued RFI's or required changes and will prepare and submit change orders to the TOWNSHIP for consideration.
- DLZ will inform the TOWNSHIP of construction progress through regular progress meetings.
- DLZ will provide a representative(s) to observe the construction of the project on an as-needed basis when work is in progress.
- DLZ will provide survey crews which will layout and stake (using stakes furnished by DLZ) the improvements to be constructed, in accordance with the Drawings and Specifications furnished to TOWNSHIP by DLZ.
- When present on the site, DLZ staff will prepare observation records of construction including work accomplished, equipment on site and problems encountered.
- DLZ will provide the TOWNSHIP the agreed upon number of shop drawing sets and instruction manuals.
- DLZ will review final pay application after preparation of final punch list and contractor compliance and make recommendation to TOWNSHIP for final payment.
- DLZ will establish files for correspondence, reports of job conferences, field orders, change orders, shop drawings, samples, progress reports, maintenance manual instructions and other project-related documents.
- DLZ will arrange and conduct a final walk-through with the contractor, TOWNSHIP, and EGLE, when the project is substantially complete.
- DLZ will prepare a punch list of items remaining to be performed or repaired and adjusted as necessary and will verify correction of final disposition all punch list items.
- DLZ will prepare certification of contract completion with recommendation for contract close-out when all work is satisfactorily completed.
- DLZ will review the contractor submittals for required information for the proper operation and maintenance of equipment and appropriate operator training.
- DLZ will provide the owner the agreed upon number of complete shop drawing sets for a permanent record and will prepare drawings of record and provide the TOWNSHIP with a PDF set of record drawings.
- DLZ will prepare an Operation and Maintenance Manual for use by Township staff.

#### Material Testing Services

DLZ will coordinate Material Testing activities on the projects. To facilitate this, DLZ will engage the services of a sub-consultant known to have expertise in this field. Tests to be performed will include, but not be limited to the following: Grain Size Analysis, Standard Proctor, Modified Proctor, Michigan One Point Cone Test, Concrete Slump Test, Concrete Air Entrainment, Concrete Cylinder Breaking, and Asphalt Extraction. In addition, a Density Technician, Concrete Technician and Laboratory Supervisor will be supplied. It is the intent that this sub-consultant will be mutually agreeable to White Lake Township.

DLZ has not included the Materials and Testing Services costs in the fee but have included our costs for coordination with the sub-consultant. DLZ will require the Contractor to include the cost for Materials Testing in the construction contract by identifying the task as an allowance in the Construction Bid documents.

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The fees associated with this Construction Engineering category are based on an anticipated construction period of 12 months including submittal review, equipment delivery and construction. In the event the contractor exceeds this time period additional construction engineering fees would apply. To protect the TOWNSHIP from additional fees in this scenario, DLZ will include this 12 -month construction window in the contract documents along with liquidated damage language to cover these additional costs should the contractor exceed the allotted time frame.

### **3.0 SCOPE OF SERVICES – SPECIAL SERVICES**

The following services, when requested and authorized by the TOWNSHIP, will be provided by DLZ. Compensation for Special Services as described herein or services beyond the scope of this agreement will be actual rates and charges in accordance with the attached Schedule of Fees with concurrence of TOWNSHIP.

- 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.

### **SERVICE FEE**

Costs in this section of the contract are in accordance with the project budget presented in *Table 23 - DWRP Water Main Extension and Treatment Addition - Alternative 4 Project Budget (White Lake Township Portion) of the White Lake Township 2019 DWRP Project Plan*.

For services described in **SCOPE OF SERVICES, DESIGN ENGINEERING** related to preliminary and final design of the Aspen Meadows Iron Filtration Plant, DLZ proposes to charge, and the TOWNSHIP agrees to pay in accordance with the attached Schedule of Fees labeled Exhibit B. We estimate our fee will not exceed **\$200,942.00** without prior approval of the TOWNSHIP. 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.

For services described in **SCOPE OF SERVICES, CONSTRUCTION ENGINEERING** related to the Aspen Meadows Iron Filtration Plant, DLZ proposes to charge, and the TOWNSHIP agrees to pay in accordance with the attached Schedule of Fees labeled Exhibit B. We estimate our fee will not exceed **\$229,648.00** without prior approval of TOWNSHIP. 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.

For Services described in **SCOPE OF SERVICES, SPECIAL SERVICES** if required, DLZ proposes to charge, and TOWNSHIP agrees to pay in accordance with the rates shown in Exhibit B.

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INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

White Lake Township  
DWRP Professional Services  
March 5, 2020  
Page 5 of 5

FEE SUMMARY:

Design Engineering	\$200,942.00
Construction Engineering/Resident Inspection/Contract Administration/Construction Staking	\$229,648.00
Total Amount	\$430,590.00

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 The Charter Township of White Lake.

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 Mike Leuffgen at (248) 681-7800.

Sincerely,  
DLZ MICHIGAN, INC.

Terry Biederman, P.E.  
Vice President

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

Approved and Accepted	
Signature	
Printed Name	Rick Kowalski
Title	Superior
Date	4-22-2020

BOT 3/21/2020 NOT TO EXCEED  
\$215,000.00 FOR ENGINEERING DESIGN  
AND GEOTECHNICAL ONLY. (AP)

**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 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.



2020

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

**AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF WHITE LAKE, HURON VALLEY SCHOOL DISTRICT, AND DLZ MICHIGAN, INC. FOR THE COMPLETION OF PHASE I OF A PROPOSED EXTENSION OF THE WATERMAIN**

THIS AGREEMENT (the "Agreement") made as of the 2<sup>nd</sup> day of November, 2020, by and between HURON VALLEY SCHOOL DISTRICT, a Michigan quasi-municipal corporation, whose address 2390 S. Milford Road, Highland, MI 48357 (the "HVSD"), the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan municipal corporation, whose address is 7525 Highland Road, White Lake, MI 48383 (the "Township"), and DLZ MICHIGAN, INC., a Michigan corporation, whose address is 4494 Elizabeth Lake, Waterford, MI 48328 (the "Designer").

**RECITALS**

A. Township owns and operates a system known as WSSN 7065 for the distribution of potable water to the residents and property owners of the Township (the "Water System"), in accordance with its Code of Ordinances, Chapter 38, Article II (the "Water Ordinance").

B. HVSD owns and occupies the property located at 1630 Bogie Lake Road, White Lake, MI, more particularly described on attached Exhibit A (the "Property").

C. HVSD currently operates a private water system known as WSSN 20809-63 to service the buildings on the Property.

D. HVSD desires to disconnect its current private well source from water system WSSN 20809-63 and connect the private water system on the Property to the Township Water System WSSN 7065 through a metered connection.

E. The watermain extension to service the Property will require HVSD to construct approximately 11,650 feet of 12-inch watermain along Bogie Lake Road between the existing 12-inch watermain at the Grace Church driveway south of Highland Road and Fieldcrest Meadows Court (the "Watermain Extension").

F. In order to expedite the design and review process for the Watermain Extension, HVSD has requested the Township's engineering consultant, DLZ Michigan, Inc. (the "Designer") proceed with the first phase of the Watermain Extension, to wit: design engineering and geotechnical investigation as more fully described in the Proposal, attached as Exhibit B, under the heading "Scope of Services – Design Engineering," hereinafter referred to as "Phase I".

G. The Township has agreed to retain the services of DLZ Michigan, Inc. for Phase I of the Watermain Extension on behalf of HVSD, in accordance with the proposal attached as Exhibit B (the "Design Contract"), provided HVSD deposit in an escrow account held by the Township the total estimated cost, fees and expense of Phase I, and agree to be bound by the terms of the Proposal, including reimbursement to the Township of actual costs, fees and expenses associated with Phase I.

H. The Scope of Services for Phase I is described in Exhibit B as "Scope of Services – Design Engineering." The estimate of costs of completion for Phase I is Two Hundred Twenty-

4. Designer's Assumption of Obligations and Indemnification. The Designer and each of its subcontractors or subconsultants hereby assumes towards HVSD all the obligations and responsibilities which the Designer, by virtue of the Design Contract, assumes towards the Township. The Designer and each of its subcontractors and subconsultants shall: (a) indemnify, and hold HVSD and its respective board members, officers and employees harmless according to the indemnity provisions set forth as Exhibit C to this Agreement; and (b) to provide insurance coverage in the types and amounts set forth on Exhibit D to this Agreement.

5. Additional Liability. Subject to the notice requirement contained in Section 3, above, HVSD shall be liable for any costs, fees and expenses incurred by the Township in excess of the Escrow Funds provided under this Agreement, as well as any costs and expenses, including reasonable attorney fees, incurred by the Township in any action and/or litigation to enforce or collect such funds or to complete Phase I, pursuant to the terms of this Agreement, in the event the Township prevails in such lawsuit. The liability of HVSD in such regard, if unpaid after thirty (30) days of a billing sent to HVSD at its last known address, may be secured by the Township recording a lien on the Property. All such unpaid amounts may be placed on the delinquent tax roll of the Township as to the Property, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may also be collected by suit initiated against HVSD, and in the event the Township is awarded relief in such suit, HVSD shall pay all court costs, expenses and reasonable attorney fees incurred by the Township in connection with such suit.

6. Notices. Any notice required or permitted to be given to either party by the other pursuant to this Agreement shall be deemed to be sufficient if in writing and either personally delivered, sent by facsimile, telecopier or telegram, or sent by certified or registered mail, postage prepaid to the following address:

**To HVSD:**  
Huron Valley School District  
2390 S. Milford Road  
Highland, MI 48357

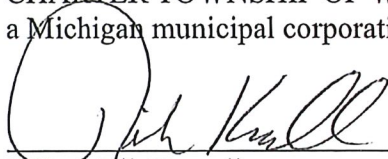
**To Township:**  
Charter Township of White Lake  
7525 Highland Road  
White Lake, MI 48383

**To Designer:**  
DLZ Michigan, Inc.  
4494 Elizabeth Lake  
Waterford, MI 48328

or at such other address as either party shall designate by written notice to the other. Such notice shall be deemed given on the date when personally served or, if by facsimile, telecopier or telegram, on the day it is sent or, if by mail, two (2) days after the day it is posted.

**TOWNSHIP:**

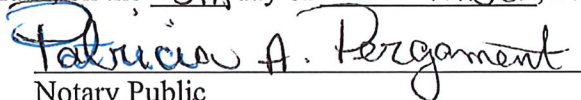
CHARTER TOWNSHIP OF WHITE LAKE,  
a Michigan municipal corporation



BY: Rik Kowall  
ITS: Supervisor

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

The foregoing Agreement was acknowledged before me by Rik Kowall, Supervisor, on behalf of the Charter Township of White Lake, on the 5th day of November, 2020.

  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: May 15, 2024

**DESIGNER:**


DLZ MICHIGAN, INC.,  
a Michigan corporation



BY: Terry Biederman  
ITS: Vice President

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

The foregoing Agreement was acknowledged before me by Terry Biederman, Vice President, on behalf of DLZ Michigan, Inc., on the 3 day of December, 2020.

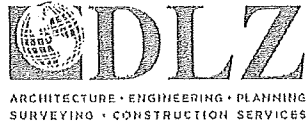
  
Notary Public  
Livingston County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: 7/26/2022

TIMOTHY W. WEIR  
Notary Public, State of Michigan  
County of Livingston  
My Commission Expires Sep. 26, 2022  
City of Oakland

**Exhibit B**  
**Design Contract**

and other features of note. Using the information collected, DLZ will prepare plan sheets depicting the physical features and the proposed water main improvements prepared to industry standards.

- Once the major components of the proposed water main installation have been shown on plan and profile sheets, DLZ will meet with the TOWNSHIP to review all aspects of the preliminary design.
  - DLZ will prepare contract documents for the water main installation project, which will consist of standard Construction Contract documents, technical specifications, and EGLE requirements related to DWRF funding requirements. Specific requirements of EGLE that must be addressed include: Disadvantaged Business Enterprise, Debarment Certification, Davis-Bacon Prevailing Wage Rate requirements, and American Iron and Steel requirements.
  - DLZ will initiate interim design review meetings with the parties affected by the proposed construction to include: the TOWNSHIP and EGLE staff, as necessary.
  - DLZ will identify permits that may be required for the prosecution of this project to include: EGLE permits for water main installation, Road Commission permits, Soil Erosion and Sedimentation Control permits, and other permits as may be required. DLZ will prepare all applications for permits. **This agreement does not include application fees for permits.**
  - Based on comments received in review meetings, described above, DLZ will complete the final plans and specifications for bidding. Based on the final plans DLZ will prepare estimates of probable costs for the proposed improvements and will assist the TOWNSHIP by supplying information for bonding. We will include in our estimates of probable costs our estimated cost for material testing services to be utilized in the construction phase of the project.
  - DLZ will conduct final review meetings with the TOWNSHIP. Topics will include, but not be limited to the following: bidding schedule; logistics of pre-bid meeting(s); agenda items for pre-bid meeting(s); locations for taking bid(s); post bid requirements; EGLE scheduling issues; and, EGLE requirements related to bond sales.
  - DLZ will conduct a pre-bid meeting related to the project as described above. DLZ will prepare an agenda, conduct the meeting, take minutes and disseminate the minutes in the form of an addendum. In addition, DLZ will answer questions of prospective bidders and plan holders during the bidding process. DLZ will prepare addenda as required.
  - DLZ will assist the TOWNSHIP in taking competitive bids for construction of the proposed improvements. Upon receipt of bids, DLZ will prepare tabulations and make recommendations to the TOWNSHIP within the required time frames to meet EGLE requirements.
  - DLZ will assist the TOWNSHIP in the preparation and submittal of documents required by EGLE to meet DWRF requirements. This will be as relates to bidding and other requirements. DLZ will also assist in the preparation and submittal of items such as DWRF Application Part II and III submittals as relates to the project.
  - Throughout the course of the project, DLZ will assist the TOWNSHIP in the preparation and submittal to EGLE of required documentation as relates to Requests for Disbursement of Funds.
  - DLZ will use their internal professional resources or contract with a firm known to have expertise in the geotechnical field to obtain subsurface information relating to soils. This information will be used in conjunction with the design and as an aid for contractors bidding the project.
-



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

Winnipeg Township  
DWRF Professional Services  
March 5, 2020  
Page 4 of 9

- Restoration to conditions existing prior to construction including drives, sidewalks, fences, and landscaping, etc. (Can be done by one review staff member, with the cooperation of the Contractor).
- Final clean-up.

#### 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 Project Meetings.
- DLZ will make recommendations upon request of 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 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 conduct Davis-Bacon wage rate interviews as required by the EGLE and review all contractor certified payrolls and pay applications for compliance with the Davis-Bacon wage rates.
- DLZ will receive and transmit to TOWNSHIP all written guarantees and other required documentation assembled by the Contractor.
- DLZ will conduct a Final Inspection and issue a Final Report and a Certificate of Final Payment.

#### Construction Staking

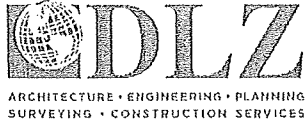
DLZ's functions, responsibilities, and obligation to the TOWNSHIP, in this phase of the WORK, will be as follows:

- DLZ will provide survey crews which will layout and stake, using stakes furnished by DLZ, the improvements to be constructed, in accordance with the Drawings and Specifications furnished to TOWNSHIP by DLZ.
- DLZ will measure the locations of the constructed improvements and will submit As-Built Drawings as CAD files and in pdf format containing such surveyed measurements, to TOWNSHIP, no later than 120 days after the date of Substantial Completion of such improvements.

#### Material Testing Services

DLZ will coordinate Material Testing activities on the projects. To facilitate this, DLZ will engage the services of a sub-consultant known to have expertise in this field. Tests to be performed will include, but not be limited to the following: Grain Size Analysis, Standard Proctor, Modified Proctor, Michigan One Point Cone Test, Concrete Slump Test, Concrete Air Entrainment, Concrete Cylinder Breaking and Asphalt Extraction. In addition, a Density Technician, Concrete Technician and Laboratory Supervisor will be supplied. It is the intent

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INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

White Lake Township  
DW/PE Professional Services  
March 5, 2020  
Page 6 of 6

the attached Schedule of Fees labeled Exhibit B. We estimate our total fee will not exceed **\$221,700.00** without prior approval of TOWNSHIP. 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.

For Services described in **SCOPE OF SERVICES, SPECIAL SERVICES** if required, DLZ proposes to charge, and TOWNSHIP agrees to pay in accordance with the Schedule of Fees labeled Exhibit B.

FEE SUMMARY:

Design Engineering	\$193,988.00
Geotechnical Investigation	\$17,000.00
Construction Engineering/Resident Inspection/Contract Administration/Construction Staking	\$221,700.00
Total Amount	\$432,688.00

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 The Charter Township of White Lake.

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 Mike Leuffgen at (248) 681-7800.

Sincerely,  
DLZ MICHIGAN, INC.

Terry Biederman, P.E.  
Vice President

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

Approved and Accepted	
Signature	<i>Rita Kowall</i>
Printed Name	<i>Rita Kowall</i>
Title	<i>Supervisor W.L.</i>
Date	<i>11-2-2020</i>



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

## MINUTES

- A. APPROVAL OF MINUTES – SPECIAL BOARD MEETING, FEBRUARY 11, 2020
- B. APPROVAL OF MINUTES – REGULAR BOARD MEETING, FEBRUARY 18, 2020
- C. APPROVAL OF MINUTES – SPECIAL BOARD MEETING, FEBRUARY 27, 2020

Clerk Lilley noted a correction to his previous comment in the February 18<sup>th</sup> Minutes, that indicated the new records are located in the library. That should be corrected to read they are located in the basement of the Township annex.

It was **MOVED** by Treasurer Roman, **SUPPORTED** by Trustee Powell to approve the Board Minutes from February 11, 2020, February 18, 2020, and February 27, 2020, as corrected by Clerk Lilley. The motion **PASSED** by roll call vote (Smith/yes, Voorheis/yes, Powell/yes, Roman/yes, Lilley/yes, Kowall/yes).

## RESOLUTIONS

- A. **RESOLUTION #20-008; TO APPROVE DECLARATION OF CORONAVIRUS LOCAL STATE OF EMERGENCY**

Supervisor Kowall noted that he declared this last week, but the Board needs to ratify it for the Township to qualify for funding, aid and a variety of things needed to go forward.

It was **MOVED** by Clerk Lilley, **SUPPORTED** by Trustee Voorheis to approve Resolution #20-008. The motion **PASSED** by roll call vote (Kowall/yes, Lilley/yes, Roman/yes, Powell/yes, Voorheis/yes, Smith/yes)

- B. **RESOLUTION #20-009; TO APPROVE EMERGENCY RESPONDERS EMERGENCY FAMILY MEDICAL LEAVE EXPANSION ACT REGARDING COVID 19.**

Brandon Fournier indicated that effective tomorrow new statute language goes into effect. It allows for an additional 80-hours paid sick leave regarding COVID related ailments, including parental care which would be capped at two-thirds or \$200 a day. The second is an emergency expansion of the Family Medical Leave Act which includes payment of 10-weeks up to two-thirds or \$200 per day for parental childcare associated with a school closure related to a local quarantine or COVID related illness. Under the terms of these statutes governmental employees are permitted to exempt emergency responders from these two benefit programs.

He further noted that this is a critical time for first responders to be available.

Trustee Voorheis questioned if other local communities were doing these resolutions. To which Mr. Fournier responded that 90% of his clients have opted out at this point.

It was **MOVED** by Treasurer Roman, **SUPPORTED** by Trustee Voorheis to approve Resolution #20-009 Emergency Responders Emergency Family Medical Leave Expansion Act. The motion **PASSED** by roll call vote (Kowall/yes, Lilley/yes, Roman/yes, Powell/yes, Voorheis/yes, Smith/yes)

- C. **RESOLUTION #20-010; TO APPROVE EMERGENCY RESPONDERS EMERGENCY PAID SICK LEAVE ACT REGARDING COVID 19**

It was **MOVED** by Treasurer Roman, **SUPPORTED** by Trustee Smith to approve Resolution #20-010 Emergency Responders Emergency Paid Sick Leave Act Regarding COVID 19. The motion **PASSED** by roll call vote (Smith/yes, Voorheis/yes, Powell/yes, Roman/yes, Lilley/yes, Kowall/yes)

Treasurer Roman was curious why they can't cut Oak trees after April 1<sup>st</sup>. To which Supervisor Kowall noted that Oak Wilt is the reason, but it can potentially be done with the painting of the cuts if it is done soon. Treasurer Roman further asked Mr. O'Neil to see if the development grant could cover some of the costs of the tree trimming.

It was **MOVED** by Supervisor Kowall, **SUPPORTED** by Trustee Voorheis to approve Dawson's Complete Tree Care for the \$17,000.00 and an additional \$2,000.00 if necessary, for the prune painting that may be required during this process. The motion **PASSED** by roll call vote (Kowall/yes, Roman/yes, Lilley/yes, Powell/yes, Voorheis/yes, Smith/yes)

**C. REQUEST TO APPROVE DLZ ENGINEERING PROPOSAL FOR HURON VALLEY SCHOOLS BOGIE LAKE ROAD WATERMAIN EXTENSION**

Aaron Potter indicated that in December of 2018 they started working on a DWRP Project Plan with Huron Valley Schools to extend watermain to the Lakeland campus. In March of 2019 it was decided that their portion of that plan was not fundable. Since then the school district has had a ballot initiative for a zero-increase bond to do maintenance on the schools and this project was part of that.

Recently they have been contacted by DWRP and they now determine that this should have been fundable and have asked DPS to resubmit. He continued that he plans to resubmit this for fourth quarter 2020 in order to get accurate costs estimates, he would like to move forward with engineering.

DPS is requesting the Township enter into a legal agreement with Huron Valley Schools, to be prepared by the Township attorney, for the prepayment design engineering services and geotechnical investigation, described in the DLZ proposal and DWRP Project Plan, and deposited into an escrow held by the Township to be used only for payment of these services.

Mike Lueffgen, DLZ. He noted that there is a cooperative effort with Huron Valley Schools. The proposal is for design services to get this underway. They will be targeting DWRP fourth-quarter funding for 2021, which would mean the permit would be required this time next year. With a potential fall 2021 construction start.

Lisa Hamameh. Clarified that there are two motions being requested:

- 1) To authorize the Township attorney and Supervisor to negotiate with Huron Valley School District an escrow type agreement to ensure the money they deposit into escrow is used to pay DLZ; and
- 2) To authorize the Supervisor to approve and accept the quote to whatever extent Mike and Aaron think appropriate at this time and to authorize the Supervisor to sign both agreements.

Mr. Potter added that the school does have alternate funding as their bond passed. He would leave it to the school district to determine what portion of the DLZ proposal they are willing to agree to.

Clerk Lilley clarified that it would be \$221,700.00 at this time for design and geotechnical. To which Mr. Potter added that the 6% contingency that is allowed under the DWRP Project Plan needs to be added.

Trustee Powell questioned on Page 5, first paragraph, that it states that the contract be drawn with liquidated damages and he understands that the Township could be liable for bonuses to the contractor if completed before the contract, if liquidated damages are included. He furthered that since the merge of DLZ and J&A he has noticed the fees have jumped up dramatically. He does not want this delayed, but in the future, he suggests going out for bids. He indicated that the engineers are coming up with the design and it gives the right for them to come back and ask

He is recommending at this time that they negotiate an agreement, that they are aware of the amount of the contract and move forward.

Lisa Hamameh interjected that if you agree to this contract, you are bound to this contract regardless of what Huron Valley decides to do.

Mr. Potter reminded that DPS is requesting the Board to approve DLZ's Engineering Services Proposal – Huron Valley Schools/ Bogie Lake Road Watermain Extension pending the execution of the payment agreement.

Treasurer Roman suggests that they negotiate the entire amount up front.

Trustee Powell can foresee the possibility of the Township getting stuck with costs above what the District agreed to.

Supervisor Kowall would like to just get approval for the design engineering and geotechnical portion. He indicated that it is a process and one part needs to get done before you can move on to the second part.

It was **MOVED** by Trustee Powell, **SUPPORTED** by Clerk Lilley for the Township to enter into an agreement with DLZ for the design phase and geotechnical phase at a cost not to exceed \$224,000.00 subject to a legal agreement with Huron Valley School (HVS) system to be prepared by the Township attorney and executed by the Township Supervisor for the prepayment of the design engineering fees and geotechnical investigation as described in the DLZ proposal and those funds be held in escrow by the Township to be used only for payment of these services. The motion **PASSED** by roll call vote (Smith/yes, Voorheis/yes, Powell/yes, Roman/yes, Lilley/yes, Kowall/yes)

#### **D. REQUEST TO APPROVE SHOTWELL SEWER MAIN RELINING**

Supervisor Kowall noted that this sewer drains a considerable amount of sewer in the Township and that it needs relining due to its age. He would like to see this move forward.

Aaron Potter indicated that during 2019 WRC discovered severe hydrogen sulfide damage in several sections of the main, with the most critical being Shotwell as it discharges the largest sanitary sewage into Phase I. DPS would like to get this project moving as soon as possible.

DPS and DLZ have assessed this damage as critical. DPS and OCWRC have current service agreements with Granite Inliner with consistent unit pricing. Granite Inliner bid the lowest price to OCWRC for this project.

DPS is requesting approval for OCWRC to complete the Shotwell sanitary main relining project in the amount of \$267,089.42, plus 10% contingency.

Trustee Voorheis confirmed that this job would fall under critical care under the current state of emergency.

Trustee Powell wondered if the Township could provide the inspection at a lower cost. To which Mr. Potter indicated that he didn't believe so.

Clerk Lilley confirmed that there is adequate funding in the Sewer Fund.

It was **MOVED** by Trustee Powell, **SUPPORTED** by Trustee Voorheis to approve the cleaning of the lining and televising of the Shotwell Sanitary Main under the control of the OCWRC at a price not to exceed

Clerk Lilley. He advised that the May election is called off. The Governor indicated that if we have an election it would be absentee ballot only. Residents who submitted applications for absentee ballot will receive a new application for the August and November election.

Trustee Powell. Wished welcome to all the residents tuned in. He is pleased with how smoothly this virtual meeting went and thanked Patricia and Supervisor Kowall for it. He noted that he heard from Trustee Ruggles who indicated that his network would not allow his participation.

Treasurer Roman. He thanked Patricia for the awesome job she did with the virtual meeting. He wished the residents to stay safe and noted that our country will get through this. Lastly, he noted that tomorrow is payday for Township employees. Checks will be mailed if not picked up by the end of day tomorrow.

Supervisor Kowall. Thanked Patricia for this meeting and reminded that this reminds them of why the Township needs updated technology. To the residents, we are open, just not as usual. This Board takes this job very seriously and is taking every effort to keep moving forward and have some sense of normalcy. Stay home, don't roam. There is a reason there is a shelter in place is out there. It is to protect you.

He shared something he read: We are in an era that will be recorded in human history. We will be defined as humans how we react to this. Man's inhumanity to man has gone on through history, but disease and pestilence are not within man's control. Through technology, science, determination, and faith, we will persevere. Good night, God Bless, pay attention to what comes out from Oakland County, from the Township website and other sources.

If you are senior out there that needs help, please contact the senior center. We are all here to serve you.

#### ADJOURNMENT

It was **MOVED** by Treasurer Roman, **SUPPORTED** by Trustee Smith to adjourn. The motion **PASSED** by voice vote (6 yes votes).

The meeting was adjourned at 5:38 p.m.

I, Terry Lilley, the duly elected and qualified Clerk of the Charter Township of White Lake, County of Oakland, State of Michigan, hereby certify that the foregoing is a true copy of the March 31, 2020 special board meeting minutes.

Terry Lilley  
Terry Lilley, Clerk  
White Lake Township  
Oakland County, Michigan

## Exhibit D

### Insurance Requirements

#### General Requirements.

Any person furnishing improvement, goods or services (hereinafter, a "Contractor") in connection with the Scope of Services – Designer as set forth on Exhibit A shall obtain and maintain insurance of the types and amounts stated below. The insurance shall remain in force until final completion of all work and for such additional periods as are stated below. All insurance shall be procured from reputable insurers authorized to do business in the place in which the Premises is located, having an A.M. Best rating of A- or higher and an A.M. Best Financial Size Category of Class VII or higher.

All insurance other than Professional Liability insurance shall be written on an "occurrence" basis and not a "claims-made" basis.

All insurance other than Professional Liability insurance shall be subject to deductibles or self-insured retentions no greater than \$50,000.

Huron Valley School District and its board members, employees, and agents shall be named as additional insureds on the Commercial General Liability, Business Automobile, and Commercial Umbrella policies and any required Completed Operations Policy.

All of the required policies shall be primary to any applicable insurance HVSD may carry, and shall not permit or require that such other coverage contribute to the payment of any loss. Additional Insureds shall also be provided with the same Completed Operations Coverage described under the commercial general liability insurance requirements.

Required insurance shall not be cancelled or non-renewed without at least 30 days' advance written notice to:

Huron Valley School District  
2390 S. Milford Road  
Highland, MI 48357

Any Contractor will not be permitted to begin work or services at the Premises unless and until it has provided HVSD with the required evidence that the required insurance is in place.

Any Contractor is solely responsible for any damage to, or loss of, its own vehicles or equipment, and should obtain such insurance as it deems appropriate to cover such damage or loss. HVSD is not liable for such damage or losses, and will not provide insurance to cover them.

#### Waiver of Subrogation.

Any Contractor, for itself and its insurers, waives all rights of recovery and all subrogation rights against HVSD for losses or damage covered by any insurance the Contractor Maintains other than Professional Liability insurance. If any insurance required by the Standard Agreement

<b>Commercial Umbrella Liability</b>	<p>Policy to apply excess of the Commercial General Liability (following form Per Project limit), Commercial Automobile and Employers Liability Coverages, with limits as follows:</p> <p>Occurrence Limit:                   \$2,000,000</p> <p>Aggregate Limit:                     \$2,000,000</p>
<b>Professional Liability Coverage</b>	<p>Per Claim:                               \$2,000,000</p> <p>Aggregate Limit:                     \$2,000,000</p>

**Michigan Department of Environment, Great Lakes, and Energy (EGLE)  
Drinking Water State Revolving Fund (DWSRF) Project Milestone Schedule  
for 4th Quarter Financing in Fiscal Year 2021  
Anticipated Loan Closing on August 30, 2021**

Applicant Name: White Lake Township  
Project Number: 7479-01  
Description: Iron Filtration, Backwash Discharge Sewer Force Main, and HVS Water Main Extension

<u>Milestone</u>	<u>By No Later Than</u>
EGLE Follow Up Comments on 2019 Project Plan Submittal	January 6, 2021
Submittal of Answers to EGLE Comments	January 20, 2021
Correction of All Remaining Planning Deficiencies (resolution of any outstanding SERP issues, including environmental clearances: U.S. FWS, MSU-MNFI, SHPO, THPOs, & EGLE-LWM, & EA-FNSI distribution list.)	March 3, 2021
Publication of EA-FNSI	April 19, 2021
Public Notice Clearance	May 19, 2021
EGLE Approval of Project Plan	May 21, 2021
Submittal of Draft Rate Methodology and Legal Documents	March 1, 2021
EGLE Comments on Draft Rate Methodology and Legal Documents	March 29, 2021
Submittal of Final Rate Methodology and Legal Documents	April 19, 2021
EGLE Approval of Rate Methodology and Legal Documents	May 17, 2021
Submittal of Draft Plans & Specifications and Basis of Design	March 1, 2021
EGLE Comments on Draft Plans & Specifications	March 29, 2021
Submittal of Final Plans & Specifications and Basis of Design	April 19, 2021
Issuance of Construction Permit	May 17, 2021
EGLE Approval of Plans & Specifications	May 21, 2021
Submittal of SRF Application Part I	May 13, 2021
Submittal of SRF Application Part II	May 13, 2021
Submittal of SRF Application Part III (including Resolution of Tentative Contract Award)	July 5, 2021
Publication of Bid Advertisement	May 25, 2021
Opening of Bids	June 24, 2021
Resolution of Tentative Contract Award by Governing Body	June 30, 2021
<b>EGLE Order of Approval*</b>	<b>August 9, 2021</b>
<b>MFA Loan Closing</b>	<b>August 30, 2021</b>
Notice To Proceed Issued	October 29, 2021

**\*As the authorized representative for this project, I understand that failure to adhere to this schedule may result in the bypass of this project and the assignment of funds reserved for it to other projects on Michigan's Project Priority List in accordance with the provisions of Section 5406 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994.**

Accepted on 12-10-20

By:   
Applicant's Authorized Representative

Accepted on 12/10/2020

By:   
Project Manager, Finance Division  
Water Infrastructure Financing Section

Approved on 12/11/2020

By:   
Administrator, Finance Division  
Water Infrastructure Financing Section