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WHITE LAKE TOWNSHIP
DEPARTMENT OF PUBLIC SERVICES

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

November 3, 2021

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

Re: Tentative Award of DLZ Engineering Services Agreement – Oak Ridge Park Sanitary SAD

Honorable Board of Trustees,

On the agenda for the November 16th Board of Trustees meeting there is a resolution for confirmation of the roll for a special assessment district known as Oak Ridge Park Sanitary SAD. DPS held a public bid opening for the project on October 13th, 2021. The project was advertised through BidNet as well as directly to qualified contractors that have worked for White Lake in the past. One bid was received on the project in the amount of \$190,726.65.

While there was only one bid on the project, the bid was lower than our cost estimates that were successfully petitioned by the residents of the district. My estimate unit pricing was based on the average bid unit pricing received for recent similar projects, in this case North Bogie Lake Sanitary SAD.

The Board of Trustees had previously approved Design Engineering and Geotechnical portions of the DLZ proposal for the project at the January 19, 2021 Board of Trustees Meeting.

DPS requests that the Board of Trustees tentatively award the Construction Engineering, Inspection, Contract Administration, and Staking portion of the DLZ Engineering Services proposal for the Oak Ridge Park Sanitary SAD pending and contingent of the confirmation of the role in an amount not to exceed \$120,520.00 (\$19,000.00+8% contingency).

Sincerely,

Director, Department of Public Services
Charter Township of White Lake



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
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January 7, 2021

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

Re: Charter Township of White Lake – Oak Ridge Park Sanitary Sewer Special Assessment District (SAD)

Dear Mr. Kowall:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal, for continued professional engineering services related to design and construction engineering services to the Charter Township of White Lake (TOWNSHIP) for the proposed Oak Ridge Park Sanitary Sewer Special Assessment District (SAD). It is our understanding that the proposed extension will generally be designed and constructed in accordance with preliminary design and cost opinions prepared by DLZ.

Our understanding of the project is based on discussions with TOWNSHIP staff and preparation of preliminary cost opinions for use in discussions with residents as related to the project. The proposed project is to be a pressure sanitary sewer of 2" and 3" diameter to serve approximately 36 parcels in Section 34 of the TOWNSHIP. The project will be funded by a SAD as administered by the TOWNSHIP in accordance with the applicable statutes and TOWNSHIP policies.

SCOPE OF SERVICES

The Improvements will generally consist of approximately 1,400 lineal feet of 2" diameter pressure sewer, 400 feet of 3" diameter pressure sewer, and appurtenances to serve properties along Hillway and Langfield Streets. The plans will include details for connection to the existing pressure sewer along Bathgate Street. The project will discharge into the White Lake Township Western Sewer District.

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

DESIGN ENGINEERING SERVICES

- DLZ will meet with the TOWNSHIP staff to verify the scope of the project and to gather input on the proposed sanitary sewer extension. The sizing of the proposed extensions will generally follow preliminary Master Planning, Michigan Department of Environmental Quality, Great Lakes, and Energy (EGLE) criteria, zoning, and industry standards.

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

- DLZ will perform a topographic survey of the proposed route and verify the existing physical features along the proposed route. In addition, DLZ will obtain information, for inclusion on the plans, related to existing underground utilities, property lines, monuments, county drains, if present, and other features of note.
- DLZ will facilitate obtaining subsurface information relating to soils by a third party. This information will be used in conjunction with the design of the sanitary sewer and as an aid to contractors bidding on the project.
- DLZ will develop the major components of the proposed sanitary sewer collection system extension including sewer main sizing and preliminary plans. Once prepared, DLZ will meet with TOWNSHIP staff to review the design as part of the preliminary design phase and assist the TOWNSHIP with information related to the SAD Process.
- DLZ will prepare final plan sheets depicting the physical features and the proposed sanitary sewer designed to industry standards. DLZ will review the proposed route to identify any easements that may be required for the prosecution of the work. If easements are required, DLZ will prepare them to be obtained by others. DLZ recommends that a budget for easement acquisition be developed by the TOWNSHIP, if required.
- DLZ will identify and develop permit applications and approvals that may be required for the prosecution of the project including: EGLE permit for sanitary sewer extensions, Oakland County Road Commission for work within the road right-of-way (ROW), Oakland County Water Resources Commissioner for sanitary sewer construction, Soil Erosion and Sedimentation Control, and other permits and approvals as may be required. Application and permit fees are not included.
- DLZ will, based on comments received in review meetings and items described above, complete the plans and specifications, prepare final estimates of probable costs and assist the TOWNSHIP in taking bids for construction.
- DLZ will, upon receipt of bids, prepare tabulations, review and make recommendations to the TOWNSHIP for contract award of the proposed improvements.

CONSTRUCTION ENGINEERING SERVICES

- DLZ will perform resident inspection services during the proposed construction activities. Inspection will be performed whenever the contractor is constructing the improvements proposed on the plans for the contract noted as CHARTER TOWNSHIP OF WHITE LAKE – Bogle Lake Road Pressure Sanitary Sewer Special Assessment District (SAD). Based on the scope of the project, we have assumed inspection days required will not exceed 15 days. Construction operations requiring full time Resident Inspection will include, but not be limited to, the following activities:
 - Sewer Main Installation, Structures, Surface Restoration, and Pressure Testing;
 - Construction of appurtenances. Such work can be observed by the same individual performing the construction review for the primary construction (drilling) provided: (1) they are located within 1,000 feet of the primary construction, (2) the Contractor cooperates to the extent that the construction review staff member is informed of the construction of appurtenances, and (3) that no work is covered prior to construction review.
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CONTRACT ADMINISTRATION

- DLZ's functions, responsibilities and obligation to the TOWNSHIP in this phase of the project work is outlined as follows:
 - Issuing a Notice to Proceed to the Contractor upon request of the TOWNSHIP.
 - Advising and consulting with the TOWNSHIP during the construction phase.
 - Attending required Project Meetings.
 - Making recommendations, upon request of the TOWNSHIP, on claims relating to the execution and progress of the construction work.
 - Review of shop drawings, samples, and other submittals by the Contractor, for general conformance to the design concept of the Project and for general compliance with the Contract Documents.
 - Visiting the construction site(s), as deemed necessary by the TOWNSHIP, to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Drawings and the Specifications.
 - Based on on-site observations and review of Contractor(s) applications for payment and the accompanying data and schedules, DLZ will determine the amounts owed to the Contractor(s) and recommend payment approval in such amounts in writing and in accordance with the provisions of the General Conditions of the Contract Documents.
 - Assistance in the preparation of Change Orders for TOWNSHIP approval.
 - Handle citizen complaints and refer them to the Contractor for disposition.
 - Receive and transmit to the TOWNSHIP all written guarantees and other required documentation assembled by the Contractor.
 - Conducting a Final Inspection and Issue a Final Report, a Certificate of Final Payment and provide As-Built electronic drawing files to the TOWNSHIP.

CONSTRUCTION STAKING

- DLZ's functions, responsibilities, and obligation to the TOWNSHIP, in this phase of the project work is outlined as follows:
 - DLZ will provide survey crews which will lay-out and stake, using stakes furnished by DLZ, the Improvements to be constructed, in accordance with the Drawings and Specifications furnished to the TOWNSHIP by DLZ. Staking does not include staking erosion control measures (i.e. silt fencing).
 - DLZ will measure the locations of the constructed Improvements and will submit As-Built Drawings containing such surveyed measurements, to the TOWNSHIP, no later than 60 days after the date of Substantial Completion of such Improvements.

GEOTECHNICAL INVESTIGATION

- DLZ will coordinate Geotechnical Investigation services on the project. Tests to be performed will include, but not be limited to the following: 4 soil borings to a depth of 15 feet with an engineering report in order to identify surface and subsurface conditions including groundwater conditions.
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SPECIAL SERVICES

- The following services, when requested and authorized by TOWNSHIP, will be provided by DLZ:
 - Additional inspection days in excess of the 6 days budgeted for this proposal.
 - Services due to changes in the scope and complexity of the project or its 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.

SERVICES NOT INCLUDED AS PART OF THIS PROPOSAL

- Environmental Assessments;
- Application for permit fees;
- Procurement of Easements;
- Wetland Determinations;
- Staking Silt Fence.

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 **DESIGN ENGINEERING 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 **\$20,475.00** without approval by 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 **CONSTRUCTION ENGINEERING SERVICES, CONTRACT ADMINISTRATION AND CONSTRUCTION STAKING**, DLZ proposes to charge and Township agrees to pay in accordance with the attached Rate Schedule labeled Exhibit B a not to exceed fee of **\$19,000.00** without approval by 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 **SPECIAL SERVICES**, DLZ proposes to charge the TOWNSHIP in accordance with the attached Rate Schedule labeled Exhibit B on the actual hours expended times the rate shown on Exhibit B for the classification of the individual working on the service.



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For services described in **GEOTECHNICAL INVESTIGATION**, DLZ estimates the total fee will not exceed \$6,270.50. Invoices will be rendered monthly based on sub-contractor invoices.

FEE SUMMARY:

Design Engineering	\$20,475.00
Construction Engineering/Resident Inspection/Contract Administration/Construction Staking	\$19,000.00
Geotechnical Investigation	\$6,270.50
Total Amount	\$45,745.50

ACCEPTANCE

DLZ and its employees comply with all coronavirus protocols and guidelines, including all updates and revisions thereto, issued by the States in which DLZ provides services and the U.S. Centers for Disease Control and Prevention (CDC). DLZ time and expense for additional safety protocols or training required by the Charter Township of White Lake or its representatives are not included in this proposal and will be invoiced at DLZ's standard rates.

Neither Party will be responsible or liable for delays caused by persons, events, or circumstances for which the Party, its employees, subcontractors, and subconsultants are not responsible including, but not limited to, Acts of God including delays attributable to the coronavirus pandemic.

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 Milke Leuffgen at (248) 681-7800.

Respectfully,
DLZ Michigan, Inc.

Terry E. Biederman, PE
Vice President

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

Approved and Accepted	
Signature	_____
Printed Name	RIK KOWALL
Title	TOWNSHIP SUPERVISOR
Date	1-20-21

BOT 1-19-21
DESIGN ENGINEERING AND
GEOTECHNICAL

EXHIBIT A
DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
2. **CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
3. **CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
4. **SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
5. **MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
6. **CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
8. **REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
9. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
10. **INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: **General Liability**- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; **Automobile Liability**- \$1,000,000 combined single limit; **Workers Compensation and Employers Liability**- in conformance with statutory requirements, and \$1,000,000 employers liability; and **Professional Liability**- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
11. **INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
12. **CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
13. **LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
14. **DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
15. **STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's services 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