



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

April 11, 2023

Mr. Aaron Potter
Water Director
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

RE: Elizabeth Lake Road Water Main Extension project

Dear Mr. Potter

Please find attached the tabulation of bids opened on April 6, 2023 for the above referenced project. Bid bonds of the low bidder will be held until the contract is awarded.

The project was advertised by the Township for a period of three weeks. This effort resulted in eight bids received on the project. The lowest bid using the base bid was submitted by HMC, LLC in the amount of \$213,344.00. The bids have been examined and the low bidder did not supply all of the requested supporting data with regards to previous project experience and project references. The second lowest bidder on the project was Superior Excavating, Inc. with a bid amount of \$217,989.50.

An engineering construction estimate was put together for the project based on recently received unit prices and the result was an estimated construction cost of \$237,185.00. The Township received three bids lower than the engineer's estimate. The other bid below the engineer's estimate came in from Artisan Contracting with a bid amount \$224,244.00.

As the low bidder had missing project experience and references, and neither the Township nor DLZ have any previous working experience HMC, LLC, DLZ is recommending the project be awarded to the second lowest bidder, Superior Excavating, Inc.

Superior Excavating, Inc. has successfully completed other projects in White Lake Township, most recently the Hulbert and Oak Ridge Sanitary Sewer SAD's. They have also recently completed the Bogie Lake North Sanitary Sewer SAD project and the underground utilities for the New Hope White Lake project. In each instance Superior Excavating, Inc. provided satisfactory work.

The submitted bid received for the project is below the project estimate, and the contractor bidding the project is known to be capable of completing the work, DLZ recommends the Township award a contract to



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Elizabeth Lake Rd. Water Main Extension
Recommendation
Page 2 of 2

Superior Excavating, Inc. of Auburn Hills, Michigan for the Elizabeth Lake Road Water Main Extension project in the amount of \$217,989.50. As this is an underground project with the possibility of additional expenses due to unforeseen conditions, the Board may wish to authorize the project along with an 8% contingency to deal with possible cost increases. The contract documents include provisions for a bid hold period of 60 days.

Lastly, consideration should be given to Construction Engineering/Inspection/Contract Administration for the project. Please consider the attached proposal from DLZ for approval of the construction phases. The proposal includes \$18,300 for these services.

Please feel free to call me if you have any questions on this information.

Sincerely,

Michael Leuffgen, P.E.
Department Manager

CC: Rik Kowall, Supervisor, White Lake Township

Attachments: Bid Tab
Elizabeth Lake Rd WM CE DLZ Proposal

**BID TABULATION FORM
CHARTER TOWNSHIP OF WHITE LAKE**

	DATE RECEIVED	TIME RECEIVED	VENDOR NAME & CONTACT INFORMATION	IDENTIFYING INFORMATION ON ENVELOPE		ITEMS TO BE INCLUDED IN BID				
				Statement on Envelope	Sealed	Bid Form Included and Signed (00410)	Bid Bond (5% of Proposal)	Signed Addenda #1	Price with Base Bid	Price with Alternate Bid
1	4/6/23	13:16	HCM, LLC	X	X	X	X	X	\$213,344.00	\$208,894.00
2	4/6/23	13:29	Superior Excavating	X	X	X	X	X	\$217,989.50	\$200,246.50
3	4/6/23	13:50	Artisan Contracting	X	X	X	X	X	\$224,244.00	\$224,244.00
4	4/6/23	13:28	Fonson Company	X	X	X	X	X	\$267,913.00	\$276,403.00
5	4/6/23	13:50	C.I. Contracting	X	X	X	X	X	\$248,386.00	\$277,746.00
6	4/6/23	13:50	V.I.L Construction	X	X	X	X	X	\$282,168.00	\$279,848.00
7	4/6/23	13:02	DVM Utilities	X	X	X	X	X	\$287,766.00	\$287,766.00
8	4/6/23	13:40	Diponio Contracting	X	X	X	X	X	\$303,095.00	\$329,195.00

ELIZABETH LAKE ROAD WATERMAIN INSTALLATION



Charter Township of White Lake
 Elizabeth Lake Road Reconstruction - Water Main
 DLZ # 2245-7537-00
 Bid Tabulation

Bid Opening: May 19, 2022 at 3:00 pm

Item	Description	Unit	QNTY	HMC, LCC		Superior Excavating		Artisan Contracting		Fonson Company		C.I. Contracting		V.I.L. Construction		DVM Utilities		Diponion Contracting	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	LSUM	1	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 24,875.00	\$ 24,875.00	\$ 7,500.00	\$ 7,500.00	\$ 25,300.00	\$ 25,300.00	\$ 2,000.00	\$ 2,000.00	\$ 31,000.00	\$ 31,000.00
2	Erosion Control, Silt Fence	FT	922	\$ 2.00	\$ 1,844.00	\$ 3.25	\$ 2,996.50	\$ 2.00	\$ 1,844.00	\$ 4.00	\$ 3,688.00	\$ 8.00	\$ 7,376.00	\$ 2.00	\$ 1,844.00	\$ 3.00	\$ 2,766.00	\$ 2.50	\$ 2,305.00
3	Traffic Control	LSUM	1	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00	\$ 13,000.00	\$ 13,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,700.00	\$ 7,700.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
4	Water Main, DI, 10 Inch, TR Det G	FT	9	\$ 350.00	\$ 3,150.00	\$ 425.00	\$ 3,825.00	\$ 300.00	\$ 2,700.00	\$ 475.00	\$ 4,275.00	\$ 190.00	\$ 1,710.00	\$ 216.00	\$ 1,944.00	\$ 280.00	\$ 2,520.00	\$ 260.00	\$ 2,340.00
5	Water Main, DI, 12 Inch, TR Det G	FT	580	\$ 190.00	\$ 110,200.00	\$ 195.85	\$ 113,593.00	\$ 215.00	\$ 124,700.00	\$ 235.00	\$ 136,300.00	\$ 210.00	\$ 121,800.00	\$ 241.00	\$ 139,780.00	\$ 281.00	\$ 162,980.00	\$ 275.00	\$ 159,500.00
6	Hydrant, Rem and Relocate	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,450.00	\$ 3,450.00	\$ 7,000.00	\$ 7,000.00	\$ 2,300.00	\$ 2,300.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,700.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00
7	Hydrant Assembly	EA	2	\$ 5,500.00	\$ 11,000.00	\$ 6,000.00	\$ 12,000.00	\$ 5,000.00	\$ 10,000.00	\$ 6,500.00	\$ 13,000.00	\$ 6,000.00	\$ 12,000.00	\$ 8,400.00	\$ 16,800.00	\$ 7,500.00	\$ 15,000.00	\$ 5,000.00	\$ 10,000.00
8	Gate Valve and Well, 12 Inch	EA	4	\$ 7,000.00	\$ 28,000.00	\$ 7,500.00	\$ 30,000.00	\$ 3,000.00	\$ 12,000.00	\$ 7,000.00	\$ 28,000.00	\$ 6,500.00	\$ 26,000.00	\$ 9,400.00	\$ 37,600.00	\$ 9,000.00	\$ 36,000.00	\$ 8,000.00	\$ 32,000.00
9	Connect to Existing Water Main	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 6,000.00	\$ 12,000.00	\$ 15,000.00	\$ 30,000.00	\$ 6,700.00	\$ 13,400.00	\$ 14,000.00	\$ 28,000.00	\$ 11,000.00	\$ 22,000.00
10	Tapping Sleeve, Valve and Well 10 Inch	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 15,750.00	\$ 15,750.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 13,000.00	\$ 13,000.00	\$ 13,600.00	\$ 13,600.00	\$ 16,000.00	\$ 16,000.00	\$ 20,000.00	\$ 20,000.00
11	Permit Allowance	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
12	Testing Allowance	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
13	Audio Visual Record of Construction Area	LSUM	1	\$ 1,650.00	\$ 1,650.00	\$ 1,125.00	\$ 1,125.00	\$ 5,000.00	\$ 5,000.00	\$ 975.00	\$ 975.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00
Total Base Bid				\$ 213,344.00		\$ 217,989.50		\$ 224,244.00		\$ 267,913.00		\$ 248,386.00		\$ 282,168.00		\$ 287,766.00		\$ 303,095.00	
Alternate 1																			
1	Water Main, 10 Inch, SDR11, HDPE TR Det G	FT	9	\$ 500.00	\$ 4,500.00	\$ 635.00	\$ 5,715.00	\$ -	\$ -	\$ 645.00	\$ 5,805.00	\$ 230.00	\$ 2,070.00	\$ 216.00	\$ 1,944.00	\$ 280.00	\$ 2,520.00	\$ 260.00	\$ 2,340.00
2	Water Main, 12 Inch, SDR11, HDPE TR Det G	FT	580	\$ 180.00	\$ 104,400.00	\$ 162.00	\$ 93,960.00	\$ -	\$ -	\$ 247.00	\$ 143,260.00	\$ 260.00	\$ 150,800.00	\$ 237.00	\$ 137,460.00	\$ 281.00	\$ 162,980.00	\$ 320.00	\$ 185,600.00
Total Alternate 1				\$ 108,900.00		\$ 99,675.00		\$ -		\$ 149,065.00		\$ 152,870.00		\$ 139,404.00		\$ 165,500.00		\$ 187,940.00	
Total Bid Price w/ Alternate				\$ 208,894.00		\$ 200,246.50		\$ 224,244.00		\$ 276,403.00		* \$ 277,746.00		\$ 279,848.00		\$ 287,766.00		\$ 329,195.00	



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April 11, 2023

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 Road Watermain Extension – Construction Engineer Services**

Dear Mr. Kowall:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal for continued professional engineering services related to construction engineering services to the Charter Township of White Lake (TOWNSHIP) for Elizabeth Lake Road Water Main Extension.

BACKGROUND

The water system improvements include installation of approximately 589 feet of 12-inch diameter water main along Elizabeth Lake Road, connecting to the existing 12-inch watermain near the south end of the Library property and extending past the driveway entrance to Stanley Park.

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

SCOPE OF SERVICES – CONSTRUCTION ENGINEERING

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, but not be limited to the following activities:

- General:
 - Construction of appurtenances. Such work can be observed by the same individual performing the construction review for the primary construction provided: (1) they are located within 500 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.
- Water Main:
 - Excavation, bedding and backfill.
 - Installation of all materials.
 - Installation and construction of all appurtenances (See General).
 - Pressure testing and bacteriological sampling.
- Structures:

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

- Excavation.
- Placement of precast concrete structures.
- Backfilling.
- Installation of equipment.
- Miscellaneous Work:
 - Final clean-up.

DLZ's Construction Engineering Fee is based on 100 hours of inspection over the duration of the 6-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 Project Meetings. Due to the anticipated construction timeline of 6 weeks, project meetings are anticipated to be limited to 1-2 meetings totaling approximately 3 hours.
- 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 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.
-

GIS Services

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

- DLZ will update the Township's GIS Network with revised water layer information per the surveyed measurements.

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, and Concrete Cylinder Breaking. 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.

The proposal fee does not include Materials and Testing Services costs, but it does include 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.

- The fees associated with this Construction Engineering category are based on an anticipated construction period of 6 weeks. 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 6-week construction window in the contract documents along with liquidated damage language to cover these additional costs should the contractor exceed the allotted time frame.

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.

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 The Charter Township of White Lake.



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White Lake Township
Elizabeth Lake Rd. Water Main Extension
April 11, 2023
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SERVICE FEE

For services described in **SCOPE OF SERVICES, CONSTRUCTION ENGINEERING** related to water main installation, 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 **\$18,300.00** without prior approval to 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.

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.

Vicki Briggs-Rasor, CPA.
Vice President

Approved and Accepted	
Signature	_____
Printed Name	_____
Title	_____
Date	_____

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



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 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.

Exhibit B
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