



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

August 11, 2021

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

**Re: Proposal for Engineering Services for Dublin Senior Center at 685 Union Lake Rd, White Lake, MI 48386**

Dear Mr. Kowall:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to White Lake Township (TOWNSHIP) for engineering services including topographic survey, site plan preparations, permitting, and construction administration for the existing parking lot renovation project at Dublin Senior Center, 685 Union Lake Rd, White Lake, MI 48386. The following outlines our understanding of the scope of services and our proposed fees to complete the work.

#### **SCOPE OF SERVICES**

##### **Topographic Survey**

- DLZ will send survey crews on site to conduct a topographical survey of the site as necessary for planning of the proposed improvements, which includes existing site features, trees, utility structures, easements, and elevations.
- DLZ will process survey data and produce a topographic plan.

##### **Preliminary Engineering**

- DLZ will collect information as necessary to complete the design by field visit and interviews.
- DLZ will meet regularly with TOWNSHIP staff to verify design parameters, discuss progress on the project.
- DLZ will prepare preliminary site plans that meet local and state design standards for the proposed work. The drawings will include:
  - Topographic Survey;
  - Site Removal Plan;
  - Utility Plan;
  - Site Paving and Grading Plan;
  - Photometric Plan;
  - Soil and Sedimentation Plan; and
  - Standard Details.
- DLZ will attend design/progress meetings to review project progress.

##### **Permitting**

- DLZ will assist with permit applications, including Soil Erosion and Sedimentation Control permit and Right-of-Way permit with the Road Commission of Oakland county.

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

### **Final Engineering**

- DLZ will address any comments from jurisdictional authorities for the project.
- DLZ will prepare final site plans required for final site plan approval.
- DLZ will prepare specifications for the work proposed to be completed.
- DLZ will prepare construction cost estimate for proposed work.

### **Construction Administration**

- DLZ will assist TOWNSHIP staff 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 attend and conduct a pre-construction meeting. Periodic progress meetings will follow throughout the course of the project.
- DLZ will review shop drawings furnished by the contractors.
- 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 analyze and prepare suggested response for any contractor claims or Request for Information (RFI). DLZ 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 provide a representative(s) to observe the construction of the project on an as-needed basis when work is in progress.
- DLZ will provide construction staking to the improvements to be constructed.
- DLZ will review final pay application after preparation of final punch list and contractor compliance and make recommendation to TOWNSHIP staff for final payment.
- DLZ will arrange and conduct a final walk-through with the contractor and TOWNSHIP staff.
- 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.

### **Material Testing Services**

- DLZ will coordinate Material Testing activities. 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 limited to the following: Grain Size analysis, Standard Proctor, Modified Proctor, Concrete Slump Test, Concrete Air Entrainment, Concrete Cylinder Breaking, Asphalt Density Test, and Asphalt Extraction. It is the intent that this sub-consultant(s) will be mutually agreeable to TOWNSHIP staff. DLZ has not included the Materials and Testing Services 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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### 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 time utilized at actual rates and charges in accordance with the attached Schedule of Fees with approval by 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, 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 part of this proposal. The OWNER referred to in the Standard Terms and Conditions means the Charter Township of White Lake.

### SERVICES FEE

For services described in **SCOPE OF SERVICES- TOPOGRAPHIC SURVEY, PRELIMINARY ENGINEERING, PERMITTING, and FINAL ENGINEERING**, DLZ proposes to charge, and the TOWNSHIP agrees to pay in accordance with the attached Schedule of Fees labeled Exhibit B a not to exceed fee of **\$23,100.00** without prior approval of the TOWNSHIP. Invoices will be rendered monthly based on the actual hours expended times the rate shown in Exhibit B for the classification of the individual working on the project.

For services described in **SCOPE OF SERVICES- CONSTRUCTION ADMINISTRATION and MATERIAL TESTING COORDINATION**, DLZ proposes to charge, and the TOWNSHIP agrees to pay in accordance with the attached Schedule of Fees labeled Exhibit B a not to exceed fee of **\$23,600.00** without prior approval of the Township. Invoices will be rendered monthly based on the actual hours expended times the rate shown in Exhibit B for the classification of the individual working on the project.

A breakdown of the project design and construction engineering fees is outlined in the table below:

<u>Project Task</u>	<u>Fees</u>
Topographic	\$ 4,500.00
Preliminary Engineering	\$11,000.00
Permitting	\$ 1,500.00
Final Engineering	\$ 6,100.00
Construction Administration	<u>\$23,600.00</u>
<b>Total</b>	<b>\$46,700.00</b>

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

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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 Letter Agreement for professional services. This offer will remain open for acceptance for 30 days. If for any reason you should have questions, please do not hesitate to call me at (248) 681-7800.

Respectfully,  
**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 \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



**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.



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

Quantity (Base bid)

- 1. HMA - 21,000 SF
- 2. Concrete - 1,800 SF
- 3. Sidewalk - 900 SF
- 4. Curb - 300 FT

Quantity (Alt #1)

- 1. HMA - 11,000 SF
- 2. Sidewalk - 200 SF



MARK	ISSUED FOR	DATE
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

DRAWN BY: DLZ  
 DESIGN BY:  
 CHECKED BY:

JOB NUMBER: 2045-XXXX-00

SHEET NO:  
**V-101**

White Lake Township  
 7525 Highland Rd  
 White Lake, Michigan 48383

Dublin Senior Center  
 685 Union Lake Rd  
 White Lake, Michigan 48383

LOGO

**WARNING**  
 MULTITASKING AND NOT  
 BEING ON THE SAME PAGE  
 MEANS YOU ARE NOT  
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 VERIFY THE PROJECT  
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**COST OPINION**

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PROJECT DESCRIPTION	<u>Dublin Senior Center (Base Bid)</u>	JOB NO.	<u>NA</u>
PREPARED BY	<u>YD</u>	REVIEWED BY	<u>ML</u>
		DATE	<u>07/27/21</u>

**SUMMARY**

**UTILITIES**

Mobilization	\$10,000.00
Site Demolition (Pulverization)	\$65,000.00
Earthwork & Erosion Control	\$40,000.00
Storm Sewer	\$12,000.00
Paving	\$91,800.00
Miscellaneous	\$2,500.00
<b>TOTAL - SITE IMPROVEMENTS</b>	<b>\$221,300.00</b>

NOTE: The engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractors method of determining prices, or over competitive bidding or market conditions. His opinions of probable project costs and construction costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as an experienced and qualified engineer familiar with the construction industry. But, the engineer cannot and does not guarantee that proposals bids or actual project or construction costs will not vary from opinions of probable costs prepared by him.





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**COST OPINION**

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PROJECT DESCRIPTION	<u>Dublin Senior Center (Alt #1)</u>	JOB NO.	<u>NA</u>
PREPARED BY	<u>YD</u>	REVIEWED BY	<u>ML</u>
		DATE	<u>06/08/21</u>

**SUMMARY**

**UTILITIES**

Mobilization	\$10,000.00
Site Demolition (Pulverization)	\$32,000.00
Earthwork & Erosion Control	\$12,000.00
Paving	\$35,280.00
Miscellaneous	\$1,500.00
<b>TOTAL - SITE IMPROVEMENTS</b>	<b>\$90,780.00</b>

NOTE: The engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractors method of determining prices, or over competitive bidding or market conditions. His opinions of probable project costs and construction costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as an experienced and qualified engineer familiar with the construction industry. But, the engineer cannot and does not guarantee that proposals bids or actual project or construction costs will not vary from opinions of probable costs prepared by him.