

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



Trustees  
Scott Ruggles  
Liz Fessler Smith  
Andrea C. Voorheis  
Michael Powell

**WHITE LAKE TOWNSHIP  
DEPARTMENT OF PUBLIC SERVICES**

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

April, 27, 2023

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

**RE: Request to approve DLZ Engineering Services Proposal – Round Lake SW Sanitary Extension**

Honorable Board of Trustees,

An intension resolution # 24-001 and public hearing for a petitioned SAD known as Round Lake SW Sanitary Extension was held at the Regular Township Board Meeting on January 16<sup>th</sup>, 2024. At this meeting it was requested that the Township request proposals for engineering services for this project. The Sewer Sub-Committee developed the request for proposal (RFP) which was sent out to thirteen (13) engineering firms requested by the committee on February 14<sup>th</sup>, 2024. A public opening of sealed proposals was held on March 5<sup>th</sup>, 2024. Four (4) proposals were received.

1. DLZ - \$139,650.00
2. Keift Engineering (Did not include inspection services) - \$160,000.00
3. The Umlor Group - \$192,405.00
4. Anderson, Eckstein, & Westrick - \$199,500.00

DLZ Engineering is the lowest cost proposal with options B & 2 most closely matching the RFP and the Township Engineering Standards for utilities construction. As inspection services costs are a function of the speed of the selected contractor and this is a lake district, I am anticipating challenges with the construction of the sewer extension. I recommend a 10% contingency on inspection and construction staking.

**DPS requests to approve DLZ Engineering Services Proposal – Round Lake SW Sanitary Extension w/ Options B & 2 in the amount of \$139,650.00 plus 10% contingency on inspection and staking.**

Sincerely,

Aaron Potter  
Director, Department of Public Services  
Charter Township of White Lake

\$ 139,650  
2:05 PM.



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

March 5, 2024

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

**Re: Charter Township of White Lake – Round Lake SW Sanitary Extension**

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 Round Lake SW Sanitary Extension. Our understanding of the project is based on the RFP published by the TOWNSHIP, and discussions with Township staff prior to issuance of the RFP. The proposed project is to be a pressure sanitary sewer of 2" and 6" diameter to serve approximately 101 parcels in Section 35 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 4,910 lineal feet of 2" diameter pressure sewer and 3,240 lineal feet of 6" diameter pressure sewer and appurtenances to serve the streets of Grove Point Drive, Round Lake Boulevard, Midway Road, Caprice Drive, Orchard Drive, Clearwater Boulevard, and Cooley Lake Road. The pressure sewer along Cooley Lake Road will connect to the Eastern Sewer District existing gravity sewer at the intersection of Round Lake Road and Cooley Lake Road at an existing manhole.

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.
- DLZ will perform a topographic survey of the proposed routes and verify the existing physical features along the proposed routes. In addition, DLZ will obtain information, for inclusion on the plans, related to existing underground utilities, property irons, monuments, county drains, if present, and other features of note.

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

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 coordinate with the Township regarding geotechnical investigation and recommend soil boring locations for the township to acquire 3<sup>rd</sup> party geotechnical analysis and soil boring logs that will ultimately be incorporated into the final bidding documents for the design.
- 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 understands TOWNSHIP will prepare required easement documents. 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, EGLE Joint Permit Application (JPA), Road Commission for Oakland County (RCOC) for work within the road right-of-way (ROW), Oakland County Water Resources Commissioner (OCWRC) 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**

### ***Construction Inspection Options***

DLZ is offering two levels of inspection for the TOWNSHIP to Choose From. Option A is a reduced level of effort approach to minimize costs, while Option B is a full-time inspection approach.

### ***Construction Inspection Option A***

- Construction Inspection Option A represents a reduced effort approach for Construction Inspection where DLZ will perform resident inspection services for select construction activities. Option A Excludes inspection of pipe installation by directional drilling and instead includes review of contractor provided bore logs to review installed pipe line and grade. DLZ will also inspect up to 10 locations where the Contractor exposes installed pipe to verify installation matches bore log and design intent. Other Resident Inspection services included in Option A are as follows:
    - DLZ will perform Full Time Inspection during Structure Installations and Appurtenances
    - DLZ will perform Inspection of preliminary and final pressure tests
    - DLZ will perform Part Time Inspection of Surface Restoration
-

o DLZ will perform Part Time Inspection for backfill compaction and road surface restoration. For Construction Inspection Option A, DLZ assumes inspection days required will not exceed 27 days at 10 hours per day.

#### **Construction Inspection Option B**

- Construction Inspection Option B represents a level of inspection closer to full-time during Construction Activities. 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 – Round Lake Road SW Sanitary Extension. Based on the scope of the project, we have assumed inspection days required will not exceed 45 days at 10 hours per day. Construction operations requiring full time Resident Inspection will include, but not be limited to, the following activities:
  - o Sewer Main pipe directional drilling and pipe installation, Installation of Structures, Surface Restoration, Pressure Testing.
  - o 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.
  - o DLZ will perform Part time Inspection for backfill compaction and road surface restoration.

#### **CONTRACT ADMINISTRATION**

- DLZ's functions, responsibilities and obligation to the TOWNSHIP in this phase of the project work is outlined as follows:
    - o Issuing a Notice To Proceed to the Contractor upon request of the TOWNSHIP.
    - o Advising and consulting with the TOWNSHIP during the construction phase.
    - o Attending required Project Meetings.
    - o Making recommendations, upon request of the TOWNSHIP, on claims relating to the execution and progress of the construction work.
    - o 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.
    - o 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.
    - o 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.
    - o Assistance in the preparation of Change Orders for TOWNSHIP approval.
    - o 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 is offering two levels of Construction Staking for the TOWNSHIP to Choose From. Option 1 is a reduced cost approach by laying out the entire project in one mobilization. Option 2 allows the project staking to follow the pace of production of the contractor, so the entire project is not staked all at one time. This may be desirable to avoid re-staking areas that get damaged or pulled out ahead of construction.

#### ***Construction Staking Option 1***

Construction Staking Option 1 represents a lower cost approach to construction staking where the entire project limits will be staked out with one mobilization by DLZ.

- 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 measurers (i.e. silt fencing). Staking will include centerline staking at 50-foot intervals, and structure staking with 10 foot and 15 foot offset staking.
  - 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.

#### ***Construction Staking Option 2***

Construction Staking Option 2 represents staking that will be completed over up to 8 separate trips to the project site to perform construction layout staking. This allows the staking to be limited to the immediate area of work for the contractor and avoids staking well ahead of actual construction. This may be desirable to avoid stakes from being damaged or moved by residents ahead of construction in their area.

- 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 measurers (i.e. silt fencing). Staking will include centerline staking at 50-foot intervals, and structure staking with 10 foot and 15 foot offset staking.
    - 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 recommend the location and depth of Geotechnical Investigation services as needed on the project for TOWNSHIP to coordinate 3<sup>rd</sup> party Geotechnical Investigation.

### SPECIAL SERVICES

- The following services not included in the above scope of services, when requested and authorized by TOWNSHIP, will be provided by DLZ:
  - Additional inspection days in excess of the 45 days at 10 hours per day 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.

**The following services are not considered part of this proposal, but may be necessary to complete the project:**

- Environmental Assessment
- Detailed surveys for specific protected species (including mussels)
- Application for permit fees
- Soil Borings
- Easement Exhibits and 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 the **SCOPE OF SERVICES, DESIGN ENGINEERING** related to preliminary and final design of the Low-Pressure Sanitary Sewer, DLZ proposes to charge, and the TOWNSHIP agrees to pay a Lump Sum fee of **\$61,250.00**. Invoices will be rendered monthly.

For services described in the **SCOPE OF SERVICES, CONSTRUCTION ENGINEERING SERVICES:**

- **CONSTRUCTION INSPECTION OPTION A**, 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 **\$27,560.00** without





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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.

- **CONSTRUCTION INSPECTION OPTION B**, 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 **\$41,400.00** 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 the **SCOPE OF SERVICES, CONSTRUCTION ENGINEERING – CONTRACT ADMINISTRATION** related to construction of the Low-Pressure Sanitary Sewer, DLZ proposes to charge, and the TOWNSHIP agrees to pay a Lump Sum fee of **\$25,000.00**. Invoices will be rendered monthly.

For services described in the **SCOPE OF SERVICES, CONSTRUCTION STAKING SERVICES:**

- **CONSTRUCTION STAKING Option 1**, 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 **\$9,000.00** 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.
- **CONSTRUCTION STAKING Option 2**, 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 **\$12,000.00** 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, and the TOWNSHIP agrees to pay in accordance with the attached Rate Schedule labeled Exhibit B on the actual hours expended times the rate shown for the classification of the individual working on the service.

**FEE SUMMARY:**

Design Engineering	Lump Sum	\$61,250.00
Construction Engineering Services:		
Construction Inspection Option A	Rate Schedule	\$27,560.00
Construction Inspection Option B	Rate Schedule	\$41,400.00
Contract Administration	Lump Sum	\$25,000.00
Construction Staking Option 1	Rate Schedule	\$9,000.00
Construction Staking Option 2	Rate Schedule	\$12,000.00
<b>Total Amount W/Options A , &amp; 1</b>		<b>\$122,810.00</b>
<b>Total Amount W/Options A, &amp; 2</b>		<b>\$125,810.00</b>
<b>Total Amount W/Options B, &amp; 1</b>		<b>\$136,650.00</b>
<b>Total Amount W/ Options B, &amp; 2</b>		<b>\$139,650.00</b>



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Charter Township of White Lake  
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**ACCEPTANCE**

DLZ appreciates the opportunity to submit this Proposal for professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to call Mike Leuffgen at (248) 681-7800.

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.

Respectfully,  
DLZ Michigan, Inc.

Manoj Sethi, PE  
President

- Attachments:
- Exhibit A: WLT Terms and Conditions
  - Exhibit B: Rate Schedule
  - Exhibit C: Insurance Requirements

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



## EXHIBIT A

### DLZ'S STANDARD TERMS AND CONDITIONS FOR CERTAIN WHITE LAKE TOWNSHIP PROJECTS

1. **INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
2. **CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
3. **CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
4. **SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
5. **MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
6. **CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
8. **REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
9. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
10. **INSURANCE:** DLZ will maintain insurance consistent with the requirements on the attached Exhibit C. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
11. **CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
12. **LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT.
13. **DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled in a court of competent jurisdiction in the state where the Project is located. Such court shall have personal jurisdiction over DLZ and CLIENT. This Agreement is governed by, and interpreted in accordance with, the laws of the state where the Project is located, without regard to conflict of law principles. DLZ and CLIENT each agrees to, and hereby does, voluntarily waive its right to a jury trial for any dispute arising between them regarding DLZ's services or this Agreement.
14. **DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
15. **SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
16. **ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
17. **STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

2023 - 2024

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



## EXHIBIT C

Insurance. DLZ shall not commence work under this contract until they have obtained the insurance required under this paragraph and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Client. The requirements below should not be interpreted to limit the liability of DLZ. All deductibles and SIR's are the responsibility of DLZ.

- Professional Liability in an amount not less than \$2,000,000 per occurrence and \$2,000,000 general aggregate. If this policy is claims made form, then the DLZ shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.
- Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- Additional Insured: Commercial General Liability and Automobile Liability as described above shall include an endorsement stating the Client shall be listed as additional insured. It is understood and agreed by naming the Client as additional insured, coverage afforded is considered primary and any other insurance the Client may have in effect shall be considered secondary and/or excess.
- Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to Client.
- Proof of Insurance Coverage: DLZ shall provide the Client at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.
- If any of the above coverages expire during the term of this contract, the DLZ shall deliver renewal certificates and endorsements to the Client at least ten (10) days prior to the expiration date.

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



Trustees  
Scott Ruggles  
Liz Fessler Smith  
Andrea C. Voorheis  
Michael Powell

## 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)

February 14, 2024

Charter Township of White Lake is requesting proposals for professional engineering services related to design and construction engineering services to the Charter Township of White Lake (TOWNSHIP) for the proposed Round Lake South/West Sanitary Sewer Special Assessment District (SAD). The proposed extension will generally be designed and constructed in accordance with preliminary design and cost opinions prepared by the Twp Engineer as shown on the attached. The proposed project is to be a pressure sanitary sewer estimated at 2" to 6" diameter to serve approximately 101 parcels in Section 35 of the TOWNSHIP. The project will be funded by an SAD as administered by the TOWNSHIP in accordance with the applicable statutes and TOWNSHIP policies. Any questions should be directed to Aaron Potter, DPS Director.

### **SCOPE OF SERVICES**

The improvements will generally consist of approximately 3240 lineal feet of 6" diameter pressure sewer, 4906 feet of 2" diameter pressure sewer, and appurtenances to serve properties along Cooley Lake Road and portions of the Round Lake No. 1, 2, and 3 neighborhoods. The plans will include details for connection to the existing gravity sewer along Cooley Lake Road at Round Lake Road.

### **DESIGN ENGINEERING SERVICES**

- The selected engineering firm 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.
- The selected engineering firm will perform a topographic survey of the proposed route and verify the existing physical features along the proposed route. In addition, the selected engineering firm will obtain information, for inclusion on the plans, related to existing underground utilities, property irons, monuments, county drains, if present, and other features of note.
- The selected engineering firm will facilitate obtaining subsurface information relating to soils by a third party with location guidance from the selected engineer. This information will be used in conjunction with the design of the sanitary sewer and as an aid to contractors bidding on the project.
- The selected engineering firm will develop the major components of the proposed sanitary sewer collection system extension including sewer main sizing and preliminary plans. Once prepared, the selected engineering firm 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 hearings.
- The selected engineering firm will prepare final plan sheets depicting the physical features and the proposed sanitary sewer designed to industry standards and identify any easements that may be required for the prosecution of the work. If easements are required, DPS will prepare



them to be obtained by others using the Township standard easement document templates. A budget for easement acquisition be developed by the TOWNSHIP, if required.

- The selected engineering firm 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.
- The selected engineering firm will, based on comments received in review meetings and items described above, complete the construction plans and specifications, prepare final estimates of probable costs and assist the TOWNSHIP in taking bids for construction.
- The selected engineering firm will, upon receipt of bids, prepare tabulations, review and make recommendations to the TOWNSHIP for contract award of the proposed improvements.

#### **CONSTRUCTION ENGINEERING SERVICES**

- The selected engineering firm 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 – Round Lake South/West Pressure Sanitary Sewer Special Assessment District (SAD). The selected engineering firm shall advise on the assumed inspection days required. Construction operations requiring full time Resident Inspection will include, but not be limited to, the following activities:
  - Sewer Main Installation, Structures, 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 backfilled prior to construction inspection and review.
  - Part time inspection for backfill compaction and road surface restoration. The Township Engineer will witness proof roll and review load sheets.

#### **CONTRACT ADMINISTRATION**

- The selected engineering firm'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, The selected engineering firm 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**

- The selected engineering firm will provide survey crews which will lay-out and stake, using stakes furnished by the selected firm, the improvements to be constructed, in accordance with the Drawings and Specifications furnished to the TOWNSHIP by the selected engineering firm. Staking does not include staking erosion control measurers (i.e. silt fencing).
- The selected engineering firm will measure the locations of the constructed improvements and will submit As-Built Drawings in PDF format, containing such surveyed measurements, to the TOWNSHIP, no later than 60 days after the date of Substantial Completion of such improvements.

#### **GEOTECHNICAL INVESTIGATION**

- The selective engineering firm will recommend the location and depth of Geotechnical Investigation services as needed on the project.

#### **SPECIAL SERVICES**

- The following services, when requested and authorized by TOWNSHIP, will be provided by the selected engineering firm:
  - Additional inspection days in excess of the 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 permit fees;
- Soil borings;
- Procurement of Easements;
- Wetland Determinations;
- Staking Silt Fence.



Please submit sealed proposals to:

White Lake Township Clerk's Office, 7525 Highland Rd., White Lake, MI 48383 no later than  
2:00 pm, March 5<sup>th</sup>, 2024.

Public opening will be held at:

Charter Township of White Lake, Annex Building, 7525 Highland Rd., White Lake, MI 48383,  
2:00 pm, March 5<sup>th</sup>, 2024.

Sincerely,

A handwritten signature in black ink that reads "Aaron Potter". The signature is written in a cursive style with a small dot at the end.

DPS Director, White Lake Township