



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

July 21, 2022

Mr. Gary Wall, Township Supervisor
Waterford Township
5200 Civic Center Drive
Waterford, Mi 48329

Re: Proposal for Consulting Engineering Services – HAWK Pedestrian Signal

Dear Mr. Wall:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to Waterford Township (TOWNSHIP) to perform consulting engineering services for the proposed High-Intensity Activated Crosswalk (HAWK) Pedestrian Signal, including the preparation of project documents and to provide contract administration and construction engineering services. The following is DLZ's understanding, scope of services and proposed fee.

BACKGROUND

Per discussion with TOWNSHIP staff, it is DLZ's understanding that a pedestrian activated HAWK signal is desired at the existing crosswalk over southbound Williams Lake Rd. adjacent to the Hatchery Rd. intersection with northbound Williams Lake Rd. and the entrance to the Pontiac Lake State Recreation Area. The desired signal will include mast arm mounted signal heads on a single mast arm stretching across all lanes of southbound Williams Lake Rd. As a result, the TOWNSHIP has requested DLZ to provide a proposal to prepare bid documents for the HAWK signal for bidding in Winter 2022 and construction in Spring/Summer 2023.

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

SCOPE OF SERVICES

Field Data Collection

- DLZ will perform a topographical survey of the project area.
- DLZ will coordinate with a subcontractor to perform geotechnical investigation. A 25-foot-deep soil boring located within 10 feet of the proposed mast arm foundation is required.
- DLZ will review the ROW location in this area.

Engineering Plan and Permitting

- DLZ will analyze the data collected from the field and from the record drawings.
- DLZ will prepare engineering plans, quantities, and specifications for the proposed HAWK signal.
- DLZ will assist with Road Commission for Oakland County (RCOC) permit applications(s). Note that the TOWNSHIP is responsible for permit fees. DLZ will address any comments from RCOC.
- DLZ will attend design/progress meetings to review project progress.

Bidding and Construction Administration

- DLZ will utilize Michigan Department of Transportation (MDOT) Standard Specifications for Construction, pay items and other information as much as possible to prepare bidding documents.

- DLZ will prepare construction cost estimates for proposed work.
- DLZ will assist the TOWNSHIP in bidding the project, answer questions during bidding, conduct a pre-bid meeting, prepare addenda as may be required, review the bids, and make a recommendation upon receipt and review of the bids.
- DLZ will attend and conduct a pre-construction meeting. Periodic progress meetings will follow throughout the course of the project.
- DLZ will review the contractor's breakdown of cost, material quantities and scheduling.
- DLZ will review and clarify any RFI's submitted.
- DLZ will review submittals and shop drawings from contractors.
- 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 review final pay application after preparation of final punch list and contractor compliance and make recommendation to TOWNSHIP for final payment.
- DLZ will arrange and conduct a final walk-through with the contractor and the TOWNSHIP.
- 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 of all punch list items.
- DLZ will prepare certification of contract completion with recommendation for contract close-out when all work is satisfactorily completed.

SCOPE OF SERVICES – ADDITIONAL SERVICES

The following services, when requested and authorized by the TOWNSHIP, will be provided by DLZ:

- Sidewalk design if the crosswalk is to be reconstructed.
- 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 related to dewatering activities and laboratory services that may be required for the project.

PROPOSED SCHEDULED

Survey – Completed Fall 2022

Preliminary Design – Winter 2022/2023

Bid – Winter 2023

Construction Start – Spring/Summer 2023

RESPONSIBILITIES OF THE TOWNSHIP

- The TOWNSHIP will designate an individual(s) to be the primary contact person for the project.
- The TOWNSHIP, or designee(s), will attend all necessary meetings for the completion of the project.
- The TOWNSHIP will provide access to the site.

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 Waterford.



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SERVICES FEE

For services described in the **SCOPE OF SERVICES**, DLZ proposes to charge, and Township agrees to pay a total Not to Exceed Lump Sum amount of **\$38,000.00** without prior approval of the TOWNSHIP. Invoices will be rendered monthly.

• Field Data Collection	\$ 2,000.00
• Engineering Plan and Permitting	\$17,400.00
• Geotechnical Engineering Services	\$ 9,400.00
• Bidding and Construction Engineering Services	<u>\$ 9,200.00</u>
Total	\$38,000.00

Fees are based on an estimated construction cost of \$120,000.00.

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 Waterford 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.

DLZ appreciates the opportunity to submit this Proposal for Professional Services. This offer will remain open for acceptance for 60 days. If you approve and accept this Proposal, please sign, date and return one copy of this Proposal for our records. If for any reason you should have questions or need any additional information, please do not hesitate to contact Leigh Merrill at (248) 836-4060.

Respectively,
DLZ MICHIGAN, INC.

Terry Biederman, P.E.
Vice President

Attachments:
Exhibit A: Standard Terms and Conditions

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

EXHIBIT A
STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLL 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, DLL will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLL 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 DLL 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 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 DLL 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 extent permitted by law, DLZ agrees to indemnify and save harmless the CLIENT from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the CLIENT 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 DLZ 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, may 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: [Not Used].

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.

20. TERMINATION Either Party may terminate this Agreement, in whole or in part, for any reason, including convenience, upon ninety (90) days written notice to the other Party. CLIENT's obligation in the event of termination is for payment of the actual services provided by DLZ prior to the effective date of termination.

21. INDEPENDENT CONTRACTOR Nothing in this Agreement is intended to establish an employer employee relationship between the CLIENT and DLZ.

22. FORCE MAJEURE Neither Party shall be liable for failure to perform contractual obligations or duties caused by events beyond their reasonable control, including but not limited to natural disasters, strikes, acts of terrorism or compliance with law. Reasonable notice shall be given by the affected Party of the event.

23. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE This Agreement shall be governed by the laws of the State of Michigan. Any action to enforce this Agreement shall be brought in the appropriate state or federal court in the state of Michigan.

24. ENTIRE AGREEMENT This represents the entire understanding between the Parties concerning the services covered by this Agreement.