



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

WORK AUTHORIZATION

Authorization/Proposal No. 9-E223

Date: September 13, 2023

Client: Highland DDA
205 W. Livingston Road
Highland, MI 48357

Client Phone: 248-887-7200
Client Email: highlandDDA@gmail.com

Attention: Rick Hammel
Township Supervisor

RE: Colasanti Boardwalk Replacement
Proposal for Engineering and Surveying Services
Proposal #9-E223

Dear Rick:

In response to your request, we have reviewed the project requirements relative to development of plans and specifications for the Boardwalk Extension Project across the Colasanti's frontage pursuant to plans that were previously prepared in 2014. This project includes the removal of the existing pathway and boardwalk system and replacing it with a new boardwalk with helical pier foundations. All work shall be ADA compliant for accessibility and design.

Based on our review of the project requirements, we have identified the following scope of work required to develop these projects and advance them to the construction phase:

SCOPE OF WORK

PHASE I SERVICES – PRE-ENGINEERING

- Perform all field investigation and survey services required to support the full design development of the project. Field investigation and survey services will include the following:
 - Perform required field review of survey previously completed by NFE and prepare existing condition drawings consistent with Highland Township/RCOC requirements.
 - Existing underground utilities shall be located and identified, including rim elevations and pipe inverts.
 - Perform field engineering analysis to identify construction constraints, conditions and make engineering assessment of current conditions to support design initiatives.

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931
FAX: 248.332.8257



CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

PHASE II SERVICES – FINAL ENGINEERING

- Prepare final construction plans in accordance with Township requirements. Construction plans to include the following:
 - Existing Condition Plans
 - Final Plans including and utility work
 - Final Typical Detail Sheet with existing and proposed Cross-Sections.
 - Final Electrical Design
 - Standard Detail Sheet
 - Construction Staging Plan
- Identify work items consistent with Highland Township/RCOC Standard Specifications for Construction and prepare final Engineer’s Opinion of Construction Cost.
- Coordinate project development with the Township and permitting agencies, as required for project permits. Apply for and obtain all required permits from permitting authorities.
- Prepare construction bid documents including modified Highland Township boiler plate, standard specifications for construction.
- Submit 90% complete final design package to Township for final review and comments.
- Make all necessary changes to final design documents and assist Township with project bidding process
 - Review submitted bids for completeness and accuracy and prepare a bid tabulation sheet
 - Review references and prepare a letter recommending an award to the desired contractor.
- Attending project meetings as required to develop final design consistent with Township requirements. Based on the work outlined above, we submit the following engineering fee for your approval:

Based on the work outlined above, we submit the following engineering fee for your approval:

PROJECT – COLASANTI BOARDWALK REPLACEMENT PROJECT

<u>WORK</u>	<u>ESTIMATED FEE</u>
Phase I – Pre-Engineering Services	\$3,140.00
Phase II – Final Engineering Services	\$7,692.00
Reimbursable Expenses	\$ 500.00
TOTAL NOT-TO-EXCEED AMOUNT PROJECT:	<u>\$11,332.00</u>

We submit the following cost breakdown as evidence of our expected costs associated with the design of the project:

PHASE I – PRE-ENGINEERING

<u>Classification</u>	<u>Description of Work</u>	<u>Estimate Hours</u>	<u>Hourly Rate</u>	<u>Amount</u>
Engineering Tech III	Topographic Survey	16	104.00	1,664.00
Engineer II	Field Review/Investigation	12	92.00	1,104.00
Principal	Coordination	2	186.00	372.00
Subtotal Phase I				\$3,140.00

PHASE II – FINAL ENGINEERING

<u>Classification</u>	<u>Description of Work</u>	<u>Estimate Hours</u>	<u>Hourly Rate</u>	<u>Amount</u>
Engineering Tech. III	Prepare Const. Drawings in CAD	16	104.00	\$1,664.00
Project Engineer	Design of Improvements	36	116.00	4,176.00
Engineer II	Quantities & Cost Estimate, etc.	8	92.00	736.00
Principal	Review & Coordinate	6	186.00	1,116.00
Subtotal Phase III:				\$7,692.00

REIMBURSABLES

Blueprinting, delivery charges, etc.	\$ 500.00
Subtotal Reimbursables:	\$ 500.00

TOTAL NOT-TO-EXCEED AMOUNT PROJECT 1: \$ 11,332.00

The work will be undertaken in accordance with our professional services agreement dated August 5, 2020, and we will proceed with the design work upon your authorization and complete the required construction documents within the following design development schedule:

Pre-Engineering Phase	Completed by December 29, 2023
Final Engineering Phase	Completed by February 29, 2024
Permits	Completed by March 22, 2024
Bid Package Complete	Completed by March 22, 2024
Bids Received	Completed by May, 2024

Please be advised that invoices will be based on actual hours and work required as approved by your office and the not-to-exceed amount will not be exceeded unless authorized by our office. We look forward to working with you on this important project for the Township.

Highland DDA - Boardwalk Extension

RE: PROPOSAL #9-E223

September 13, 2023

Page 3

If you have any questions or require further information, please feel free to contact me.

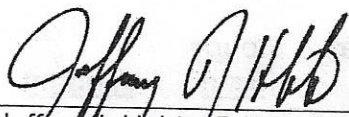
Thank you for choosing Nowak & Fraus Engineers.

The undersigned is the Owner of the Project or is an authorized representative of the Owner for the Project and acknowledges that he or she has read the terms of this Work Authorization and the attached Terms and Conditions and agrees to be bound by the provisions contained therein. The above Proposal is valid if accepted within 30 days of its receipt.

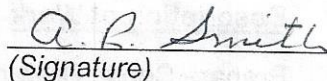
Sincerely,

NOWAK & FRAUS ENGINEERS

CLIENT



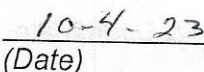
Jeffrey J. Huhta, P.E., P.S.
Managing Partner



(Signature)

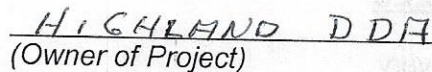


(Typed or Printed Name)

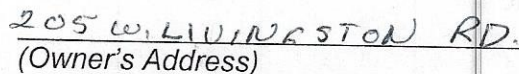


(Date)

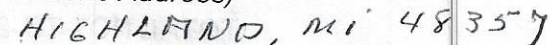
Authorized to Execute Agreement For:



(Owner of Project)



(Owner's Address)



NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931
FAX: 248.332.8257



CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

ATTACHMENT "A"
 2023 FEE SCHEDULE

PERSONNEL

HOURLY RATE

Principal	\$186.00
Senior Associate	\$166.00
ALTA Survey Manager	\$150.00
Associate / Senior Project Manager / Cad Manager	\$150.00
Professional Surveyor	\$138.00
Land Surveyor/Field Coordinator/ Project Manager	\$138.00
Woodland/Wetlands Manager	\$138.00
Registered Landscape Architect	\$132.00
Project Engineer	\$130.00
Senior Project Coordinator	\$116.00
Land Survey Technician	\$112.00
Landscape Architect	\$112.00
Engineer III	\$122.00
Engineer II	\$114.00
Engineer I	\$ 92.00
Engineering Technician III.	\$104.00
Engineering Technician II	\$ 102.00
Engineering Technician I	\$ 92.00
Senior Testing / Inspection Engineer	\$ 98.00
Testing / Inspection Engineer	\$ 94.00
Engineering Assistant	\$ 78.00
Survey Crew – 3 Person	\$220.00
Survey Crew – 2 Person	\$178.00
Survey Crew – 1 Person	\$140.00
Clerical	\$ 78.00

Authorized overtime will be billed at 1.2 times the above stated rates. Authorized overtime for Sundays and Holiday work will be billed at 1.4 times the above stated rates. Expert Testimony will be billed at 1.4 times the above stated rates. Survey crew size will be determined on a project-by-project basis by NFE Management to provide production surveying services.

Reimbursable Expenses: NFE Expenses when incurred in direct connection with project, will be charged at following rates:

▪ Courier services / Specialized Reproduction /Project Related Purchases	Cost + 15%
▪ Standard Print – Colorized Prints – 24” x 36” (Engineering Format)	\$25.00 Each
▪ Standard Print - Black Line Prints - 24” x 36” (Engineering Format)	\$3.00 Each
▪ Oversized Print - Black Line Prints - 30” x 42” (Architectural Format)	\$5.00 Each
▪ Mylar / Reproducible Vellum Print - 24” x 36” (Engineering Format)	\$25.00 Each
▪ Express (Hand) Deliveries – Local Area Only as Requested by Client	\$Hourly
▪ Electronic Data / Media / File Transfer as Requested by Client	\$Hourly
▪ Sub-Consultant Fee / Expenses (Application Fees, Review Fees, Permit Fees, etc.)	Fee / Cost + 15%
▪ Round Trip Vehicle Mileage from NFE Offices when identified on NFE Proposal	\$0.58.5 Mile
▪ Travel Expenses (Hotel, Meals, Etc.)	\$ At Cost
▪ Engineering Consent Agreements for Lender (\$2,500) / Project Insurance (Quoted Rate)	

Revised: January 1, 2023

2023 TERMS AND CONDITIONS

1. SERVICES EXCLUDED FROM BASIC SERVICES UNLESS EXPRESSLY INCLUDED IN THE SCOPE

The following types of services are not considered part of "basic" Professional Services and will be an extra to the contract fee unless specifically set forth in the scope of services:

- A. Survey/Environmental/Geotechnical Related Services
 - i. Any land surveying services not set forth in the quote, for example, boundary, topographical, tree and wetland surveys.
 - ii. Construction stakeout.
 - iii. As-Built Surveys.
 - iv. Parcel splits or combinations, condominium documents, deeds, easements, or rights-of-way documentation.
 - v. Environmental assessments and impact statements.
 - vi. Geotechnical Investigations/Underground Utility investigations (i.e., borings, camera lines, ground penetrating radar).
- B. Design Related Changes in Scope or items excluded from Basic Design Services
 - i. Services resulting from changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, offsite utility (water, sanitary and storm) studies required by a municipality or governmental agency, Client's schedule, or character of construction; and revising previously accepted or approved studies, reports, design documents or Contract Documents when such revisions are due to causes beyond NFE's control.
 - ii. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction; 2) a significant amount of defective or negligent work of the contractor(s); 3) acceleration of the progress schedule involving services beyond normal business hours; 4) default by contractor(s).
 - iii. Preparation and/or modification of Computer Assisted Design (CAD) drawings of topographical surveys furnished by others.
 - iv. Construction Administration, including but not limited to opinions or review of shop drawings, construction budgets, construction scheduling, pay applications or site visits.
 - v. On-site inspection or supervision of work performed on the Project.
 - vi. NFE shall exercise usual and customary professional care in its efforts to comply with all codes, regulations, laws in effect as of the date of this agreement. Any changes in said codes, regulations or laws after this date that requires revisions or redesign shall be an additional service.
 - vii. Obtaining, preparation or payment of permits or application fees.
 - viii. Reproductions of plans, specifications and/or contract documents, including electronic files.
 - ix. Expert Testimony at trial or deposition, including any time needed to prepare for the testimony or to prepare a report.
 - x. Service planning with utility companies.
 - xi. Preparation of lighting and photo-metric plans.
 - xii. Structural design of retaining walls or structures of any kind.
 - xiii. Earth balancing determinations.
 - xiv. Assistance with construction related problems and changes due to causes beyond NFE's control.
 - xv. Landscape or Irrigation design or planning.
 - xvi. Traffic Impact Studies/Traffic Analysis/Traffic Signal plans.
 - xvii. Project Specific Insurance for coverage that exceeds NFE's basic coverage.
 - xviii. Engineer's Consent Agreements and Certificates for Project Loans.

2. FEES

Client shall pay for services and expenses as set forth below.

- A. All invoices are due upon receipt. All invoices shall be deemed to have been received within three (3) days after being deposited in first class U.S. mail bearing the address listed herein. Any claims of errors or discrepancies in billings must be submitted to NFE in writing within 30 days of receipt of the invoice. Otherwise, all such objections are deemed waived and the account will become stated. Payments shall not be withheld, delayed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from third parties causing Additional Services or expenses.
- B. If the Client fails to pay any payment due to NFE for services and expenses within thirty (30) days after receipt of NFE' invoice, therefore, the amounts due shall include a late charge at a rate of one and one-half (1 1/2%) percent per month from said thirtieth (30) day and in addition, NFE may suspend all services under this Agreement until NFE has been paid in full all amounts due for services and expenses. Client shall pay all costs of collection, including attorney fees.
- C. **A signature on this work authorization provides permission to pull a credit bureau report on any company or individual who may be liable under this agreement (such as personal guarantor, proprietor, general partner, or similar person).**

3. "TIME AND MATERIAL" BASIS

All determination of fees on a "Time and Material" basis shall be as follows:

- A. "Time" is based on the hourly rates set forth in the NFE current calendar year Rate Schedule (Exhibit A). All travel time is billed at the hourly rates as set forth in Exhibit A.
- B. "Material": All materials, including out of pocket expenses such as subcontractor, permit application fees, and title searches etc. will be billed at actual cost, plus fifteen (15%) percent, except reproduction costs, postage and handling and computer costs which are billed at NFE' standard rates.

4. CLIENT'S RESPONSIBILITIES

Client shall be responsible to perform or provide the following:

- A. **Client shall provide a current title policy or vesting deed for all new private projects. Client may elect to have NFE order a title search for the project in question. Title searches shall be billed as a reimbursable pursuant to NFE' standard rates.**
- B. Arrange for access to and make all provisions for NFE to enter upon public or private property to perform the above professional services. NFE will take reasonable precautions to minimize any damages to property; however, Client understands and agrees that in the normal course of work, some damage may occur and that NFE is not responsible to correct said damage.
- C. Furnish all available information, surveys and documents pertinent to NFE' work, including a program which shall set forth the Client's objectives, schedule, constraints and site requirements. NFE shall be entitled to rely upon the completeness and accuracy of the information, surveys and documents provided by Client.
- D. Give prompt written notice to NFE whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of the above professional services.
- E. **Give prompt written notice to NFE of all defects or suspected defects in NFE' work or services of which the Client or Client's agent becomes aware, to allow NFE time to investigate and take any measures necessary to minimize the consequences of the defect. The Client shall require that all contractors and subcontractors, at any level, on the Project to contain in their contract a like requirement. Failure by the Client, the Client's contractors, or subcontractors to notify NFE shall relieve NFE of the costs of remedying the defect above the sum such remedy would have cost had prompt notification been given. In the event the defect is known or reasonably could have been known prior to installation and is attributed to construction layout, the failure to give prompt notice shall relieve NFE of all costs of remedying said defect.**
- F. Render all decisions or provide all necessary approvals pertaining to NFE' work. NFE will assist the Client in preparing applications and supporting documentation for the Client to secure permits and approvals, however, it is the Client's responsibility to pay all fees and to make sure all the necessary permits and approvals have been obtained prior to commencing work. If the Client elects to commence construction prior to receiving all the necessary permits and approvals, NFE shall not be held liable for any damages, losses and costs arising from that decision to proceed. NFE does not assume any responsibility for the decision to proceed by performing construction stakeout at the Client's request.
- G. The Client warrants the accuracy and the permission to use all information, plans, drawings, specifications, surveys, reports and documents provided to NFE in connection with the Project. The Client agrees, to the fullest extent permitted by law, to indemnify and hold NFE harmless of all expenses, damages, losses, and costs, including attorney fees, from any claims and/or liability, including copyright claims, resulting from the use of such information, plans, drawings, specifications surveys, reports and documents.

5. TIME AND PERFORMANCE

All work or services shall be performed as follows:

- A. All services shall be performed as expeditiously as is consistent with the professional skill and care ordinarily exercised by members of the profession practicing in the same locality under similar conditions.
- B. NFE is not responsible for any delay caused by activities or factors beyond NFE' reasonable control including, but not limited to, delays by reason of strikes, lockouts, weather, work slowdowns or stoppages, accidents or acts of God. When a delay is beyond NFE' reasonable control, Client agrees that NFE shall not be held liable for any damages arising from such delay, nor shall NFE be deemed to be in default of this Agreement.

6. LIMITATION OF LIABILITY

NFE's fees include a reasonable allowance for risks and to obtain that benefit the Client agrees the maximum aggregate amount of NFE' liability and/or NFE' professional engineers or surveyors shall be limited to \$25,000.00 or to the sum of NFE's fee whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. If the Client is unwilling to accept this limitation of liability the fees in the proposal shall increase by ten percent (10%), but not less than five hundred dollars (\$500) to compensate for the increase risk assumed by NFE. Client agrees the new limitation of liability shall be NFE's professional insurance policy limit for the project. Under no circumstance shall NFE and/or NFE's professional engineers or surveyors be liable for Client's loss of profits, delay damages, or any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

7. TIME PERIODS

The Client agrees that the applicable statute of limitations for any and all causes of action against NFE shall be two (2) years; except causes of action that are incapable of discovery during the two (2) year statute of limitations period shall be brought within six (6) months of discovery Causes of action shall be deemed to have accrued and the applicable statute of limitations shall commence to run on the date that NFE last provides service to the Client as to the matters out of which the cause of action arose. Under no circumstances shall any cause of action which could not be discovered during the two (2) year statute of limitations period be brought beyond six (6) years from the date of Nowak and Fraus' last service to the Client as to the matter out of which the cause of action arose.

8. TERMINATION FOR CONVENIENCE

Upon written notice, client or NFE may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of the termination notice, NFE shall stop work on all services included in this Agreement and grant a license to use in connection with the project any instruments of service complete at that time to the Client; provided the Client has paid NFE for all services performed up to the receipt of the termination notice. Upon termination for Convenience, NFE and Client shall have no further rights or remedies other than those utilized herein.

9. GENERAL CONSIDERATIONS

- A. Client and NFE each bind himself and his partners, successors, affiliated entities, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor NFE shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent NFE from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist in the performance of services. NFE has no duty to assign its drawings or work product to a lender on behalf of the client under the terms of this agreement.
- C. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and NFE.
- D. This Agreement represents the entire and integral agreement between NFE and the Client and supersedes all prior negotiations, representations, or agreements, whether written or oral. All NFE notes, disclaimers, details, specifications and instructions on NFE' drawings in connection with the project which the subject of this agreement shall be incorporated as part of this agreement. Only a written instrument signed by both NFE and the Client may amend this Agreement.
- E. Drawings and specifications are instruments of service and shall remain the property of NFE whether the Project for which they are made is executed or not. They are not to be used by the Client on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to NFE. The Client shall to the fullest extent permitted by law indemnify and hold harmless NFE from and against all claims, damages, losses, and costs, including attorney fees and costs of litigation, arising out of or in any way connected in the modification, misrepresentation, misuse, or reuse by other of the machine-readable information or data provided by NFE, excepting only such use as may be authorized, in writing, by NFE. NFE shall not authorize the reuse of its machine-readable information or data, either electronically, on disk or as a hard copy, unless full payment has been made by the Client. The Client will be appropriately charged based upon NFE' standard rates.
- F. In providing opinions of probable construction cost, the Client is advised that NFE has no control over contractor's cost or the price of labor, equipment or materials furnished by the contractor, or over the contractor's methods of pricing, and that the opinions of probable construction costs that may be provided as part of the professional services to be rendered are to be made based on current prevailing prices. No warranty, expressed or implied, is made as to the accuracy of such opinions as compared to bid or actual costs incurred by the Client.
- G. NFE may incorporate "design/build" concepts as a component of the construction plans. Where such concepts are used, the contractor, subcontractors, manufacturer, and/or supplier of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment or materials furnished. Any "shop drawings" reviewed by NFE related hereto is limited solely for the purpose of determining that the general requirements have been met.
- H. The information contained in this Proposal may be proprietary and shall not be disclosed to any parties outside of the Client's staff, partners, or be duplicated, used, or disclosed in whole or part for any purpose other than to evaluate the Proposal. Should the Proposal be accepted, the Client shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with NFE.
- I. The survey only reflects those utilities which could be observed by the surveyor in the field at the time the survey was performed. NFE is not responsible for the accuracy of any structures, physical features, or utilities that were buried, covered with snow or debris, or had vehicles parked over them at the time the survey was performed. NFE will request a Miss Dig "Design Ticket" in accordance with Michigan Public Act 174 for topographic surveys and ALTA/NSPS Land Title Surveys that request item 11 (2016) or 11(b) (2021) on Table A pursuant to the 2016 ALTA/NSPS Land Title Standards or under the new 2021 ALTA/NSPS Land Title Standards once they take effect. Please note the Facility owner/operator is only required to provide general information regarding the location of underground facilities and does not have to mark the facilities. The Client is responsible to arrange markings by the facility owner/operator prior to survey if so desired so they can be located during the survey. Further, the extended reporting period for underground utility owners to provide their records, the survey may not reflect all the underground utilities of record at the time the survey was issued. NFE is not responsible to update surveys to reflect records received after the date it was issued. Nor is NFE responsible to locate utilities marked by utility companies after the date the survey was performed in the field. Any subsequent trips to locate markings or revisions to the survey drawing, to reflect records received after the date the survey was issued, will be an extra to the contract. The Client and/or their authorized agent shall verify with the Facility Owners and/or their authorized agents, the completeness and exactness of the utilities located on the survey.
- J. The owner and/or authorized agent grants permission for the use of a drone to conduct aerial photography of the property. The drones use is for the purpose of performing an ALTA/NSPS Land Title survey and/or topographical survey and will not be used for any other private or commercial purpose without consent of the owner.
- K. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction
- L. This Agreement shall be governed exclusively by the laws applicable to the State of Michigan.