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DEPARTMENT OF PUBLIC WORKS
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DATE: October 19, 2020
TO: Honorable Charter Township of Waterford Board of Trustees
FROM: Russell D. Williams, DPW Director *RW*
RE: DLZ Michigan, Engineering Agreement – Filter Media Analysis Study

Please review the attached quote from DLZ Michigan (DLZ). This is a quote for a Filter Media Analysis Study for the General Filter Type II-Q Aeralater filters located throughout the township's water treatment system.

Filters:

1. 19-1 Daffodil
2. 5-1 David K
3. 12-1 Golfhill
4. 14-1 Lorena
5. 24-1 Marion
6. 16-1 Ridgetop
7. 25-1 W. Huron

The Department of Public Works has requested this study to prioritize filter rehabilitation projects as a continuation of the June 2020 Water Asset Management Plan (WAMP), as required by the Michigan Department of Environment, Great Lakes, and Energy and completed by DLZ.

The filters are at an age that will require consideration of major rehabilitation. It is prudent to evaluate the overall asset and determine if it may be more effective to replace or rehabilitate the existing filter(s).

The proposed study will:

- determine the existing condition of the filter media and filters
- develop rehabilitation cost estimates
- develop replacement cost estimates
- develop a return on investment for each scenario
- provide recommendations based on finding for prioritizing filter rehabilitation and/or replacement

Requested Board Action

Approve the Engineering Agreement – Waterford Township Filter Media Analysis Study for the Not to Exceed cost of \$58,000.00 from Account Number 59045-97010 Water Capital Infrastructure Preservation.

With us there are no boundaries



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

August 12, 2020

Mr. Russ Williams, Director
Waterford Township
Waterford, Mi 48329

Re: Proposal for Waterford Township Filter Media Analysis Study

Dear Mr. Williams:

DLZ, Michigan Inc. (DLZ) is pleased to submit this proposal to the Charter Township of Waterford Department of Public Works (TOWNSHIP) to complete an inspection of water treatment plant (WTP) iron filters and their media condition. Based on inspection results a cost for iron filter and/or media rehabilitation and replacement will be prepared. The analysis will also include the comparison of cost between rehabilitation vs replacement and the expected Return on Investment (ROI) for each option.

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

SCOPE OF SERVICES

- DLZ will meet with the TOWNSHIP to review the scope of services and determine the schedule for inspections;
- DLZ will gather existing data to include hours of operation, volume of water treated between filter back washes, back wash water volumes, chemical usage and labor for each site;
- DLZ will inspect one cell of each gravity filter to measure level of the media for media loss and condition of the filter media;
- DLZ will view the interior of the filter that can be seen while measuring the media level and take photos of the filter cell interior;
- DLZ will compare the operation of the gravity filter at the 16-1 WTP that has had the air scour option added to the gravity filters without the air scour option;
- DLZ will prepare cost estimates for filter rehabilitation involving filter media replacement;
- DLZ will prepare cost estimates for replacement of the filter equipment with higher treatment rate equipment;
- DLZ will prepare O&M cost estimates for each rehabilitation and replacement option including chemical, labor and wastewater treatment costs;
- DLZ will prepare a life cycle ROI cost analysis for each option;
- DLZ will develop a recommended priority for filter rehabilitation and/or replacement;

SCHEDULE

The proposed schedule is based on starting one week after award of the contract.

• Kickoff meeting	Week One
• Collect existing operational data	Week Two
• Interview operators	Week Three
• Onsite inspections of filters	Week Three & Week Four
• Prepare preliminary analysis and review with TOWNSHIP	Week Five, Week Six & Week Seven
• Complete final report	Week Eight, Week Nine & Week Ten

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 and personnel to provide access to the filter cells.
- The TOWNSHIP will provide WTP operational data and existing As-Built drawings for each WTP.

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 Work Order Proposal. The Client referred to in the Standard Terms and Conditions means the Charter Township of Waterford.

SERVICES FEE

For services described in the **SCOPE OF SERVICES**, DLZ proposes to charge, and TOWNSHIP agrees to pay a not to exceed amount of **\$58,000** in accordance with the attached Exhibit B Rate Schedule. Invoices will be rendered monthly.

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 Waterford Township 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.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Waterford Township
Filter Media Analysis Study Proposal
August 12, 2020
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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 Greg Gucwa at (248) 681-7800.

Respectively,
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 alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
- 9. OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
- 10. INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability-\$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability-\$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability-\$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
- 11. INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
- 12. CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
- 13. LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
- 14. DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
- 15. STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's services 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