

August 28, 2023

Ann Barnette
Milford Downtown Development Authority
1100 Atlantic Street
Milford, MI 48381

Re: Construction Layout Services
Central Park
Milford, Michigan

Dear Ann:

It is with pleasure that we offer you this proposal for construction layout services for this project as described below.

SCOPE OF BASE SERVICES

A construction timetable has not been provided. The following scope is based upon our review of the construction plans provided to us and our experiences with similar projects.

Grading activities are anticipated to last 3 weeks; installing underground utilities is anticipated to last 1 week; paving is anticipated to last 3 weeks; fine grading and cleanup are anticipated to take 1 week.

We will provide all labor, materials, and equipment for the layout and establishment of grade levels as described below. Prior to the start of our field work, we require that we are provided with AutoCAD files (at no charge) for our use in calculating work points and offsets.

TASK A – CONSTRUCTION STAKING

For Services To Be Performed in Fall, 2023

1. Erosion Control

- Calculate and set horizontal and vertical controls.

Fee = \$735 (0.5 days in field)

2. Mass Grading

- (1) wetland crossing for boardwalk.
- Streets and parking lots every 50-feet plus high and low points with lath at back of curb with top of pavement grade on same stake along with distance and cut/fill to grade (approx. 36,090 sf).
- Centerline or edge of concrete walks with offsets (approx. 3,240 lf).
- Four corners of volleyball courts and (2) basketball courts with finish grade.
- Pad for pavilion.
- Drainage swales.
- Replace lost grading stakes due to grading operations (assume 90% of original layout will need to be reset)

Fee = \$6,615 (4.5 days in field)

3. Underground Site Utilities

- (9) storm sewer structures.

Fee = \$735 (0.5 day in field)

For Services To Be Performed in Winter- Spring, 2024

4. Prep. Aggregate Base for Paving

- Streets and parking lots every 50-feet plus high and low points with hubs at back of curb with top of base and top of pavement grade on same stake along with distance and cut/fill to grade.
- Measure completed aggregate base and produce a gridded map showing plan elevation versus completed elevation with the difference noted.

Fee = \$6,175 (4.0 days in field)

5. Asphalt Paving and Concrete Flatwork

- Replace lost paving stakes due to stoning operations (assume 20% of original layout will need to be reset)
- N. Main Street approach.
- Concrete walkway/path.
- Canoe/kayak launch into pond.
- ADA ramps and landings

Fee = \$5,400 (3.5 days in field)

6. Fine Grading and Cleanup

- Four corners of volleyball courts and (2) basketball courts.
- Pad for pavilion.
- Drainage swales.

Fee = \$1,545 (1.0 day in field)

7. Retaining Walls

- Top and bottom of walls for wall at ice rink (approx. 135 lf)
- Top and bottom of walls for wall at fire pit (approx. 8 lf)

Fee = \$770 (0.5 day in field)

8. Miscellaneous Items

- Monument sign
- Fencing at well head building
- Boardwalk and deck

Fee = \$2,315 (1.5 days in field)

TOTAL FEE = \$24,290 (16.0 DAYS IN FIELD)

Unless otherwise noted, the above fees are for one-time layout. Re-staking shall be performed at current hourly rates.

EXCLUDED SERVICES

- Measurements for undercuts and stockpiles are not included.
- Layout services for additional items not specified in this proposal can be provided on a time and material basis upon request.

PAYMENT TERMS

For the services provided, you will pay us according to our Standard Fee Schedule (enclosed) or the standard fee schedule that is in effect at the time the work is performed. We will perform work on a time and expense basis using the hourly rates in the attached Fee Schedule.

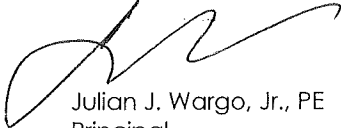
Our budget estimate is based on our understanding of the scope of work and the proposed approach described in this proposal and our experience performing similar work. Actual costs will be based on time and materials costs incurred for completion of this scope of work. Potential basis for budget modification includes but is not limited to changes in scope requested by Client and site access and field conditions at the time our services are performed. We will monitor budgets and inform Client if additional budget to complete the scope of services is necessary.

A copy of our standard conditions is attached for your review.

If you concur with this proposal, please sign in the space provided below and return one original signed copy of this document as our authorization to proceed.

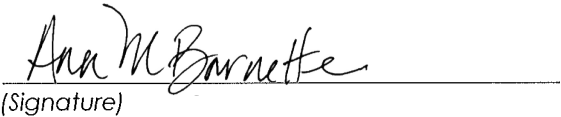
Thank you for this opportunity to be of service. Please contact us if you have any questions.

Offered by:



Julian J. Wargo, Jr., PE
Principal

Accepted by:



(Signature)

Ann M. Barnette
(Printed Name)

10/13/2023
(Date)

Encl.

J:Milford.GMA.CentralPark.RevStakingRFP

Z EIMET W OZNIAK
& ASSOCIATES
Civil Engineers & Land Surveyors
2023 STANDARD CONDITIONS

ACCESS TO SITE

Unless otherwise stated, ZWA will have access to the site for activities necessary for the performance of the services. ZWA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

UTILITIES

Client understands and agrees that ZWA relies upon the utility maps provided to ZWA by third parties with regard to the location of utilities. Client understands that these utility maps may not be accurate in identifying any specific utility, if at all, or may only provide an approximate location of potential utilities. Accordingly, the Client understands that the ability to locate any or all utility lines on the survey by ZWA may not be possible and that shown locations may not be entirely accurate.

FEE

The fee arrangement is current for one calendar year. The fee arrangement is subject to adjustment to prevailing rates at time of service thereafter. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Hourly rates are as follows:

Principal.....	\$164.00/hr.	Senior Engineer.....	\$140.00/hr.
Project Manager	\$148.00/hr.	Engineer.....	\$116.00/hr.
Survey Crew.....	\$160.00/hr. (portal to portal)	Engineering Technician	\$ 96.00/hr.
Surveyor.....	\$120.00/hr.	Clerical Services	\$ 60.00/hr..
Survey Tech.....	\$ 96.00/hr.		

Anytime over 8 hours per day, Saturdays, Sundays & Holidays are at 1.5 times the hourly rate.

REPRODUCTIONS & SHIPPING (will be charged in addition to any fee quoted)

Prints	\$ 2.00 per page
Mylar or Color Prints.....	\$20.00 per page
Photocopies.....	\$ 0.15 per page
CD File	\$50.00 each plus operator cost at current hourly rates
Ground Delivery	\$25.00 per package
Overnight Delivery.....	\$40.00/\$65.00/\$75.00 per package, based on distance
Overnight W/Early A.M. Delivery.	Additional cost + 10%
Outside Printing	Cost + 10%

BILLING/PAYMENTS

Invoices for ZWA's services shall be submitted, at ZWA's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, ZWA may, without waiving any claim or right against the Client, and without liability whatsoever to ZWA, terminate the performance of the service. Retainers shall be credited on the final invoice.

LATE PAYMENTS

Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance, at the sole election of ZWA. In the event any portion, or all, of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including attorney's fees.

INSPECTION/SUPERVISION/JOBSITE SAFETY

The professional activities of ZWA shall not be construed to imply any responsibility for methods of work performance, inspection, supervision, sequencing of construction, or safety in, on or about the jobsite.

INDEMNIFICATION

The Client agrees, to the fullest extent permitted by law, to indemnify and hold ZWA and all of its personnel harmless from and against any and all damage, liability or cost (including attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her employees, contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising out of or resulting from the performance of services that is the subject of this Agreement. ZWA is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and ZWA, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ZWA's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement from any cause or causes, shall not exceed ten times our fee or \$50,000.00, whichever is less. Such causes include, but are not limited to, ZWA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during or following the completion of the project, the Client and ZWA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

TERMINATION OF SERVICES

This agreement may be terminated by the Client or ZWA should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ZWA for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS

All documents produced by ZWA under this agreement shall remain the property of ZWA and may not be used by the Client for any other endeavor without the written consent of ZWA.

APPLICABLE LAWS

Unless otherwise specified, this agreement shall be governed by the laws of the State of Michigan .