



CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

## **WORK AUTHORIZATION**

**Authorization/Proposal No.** 9-D152

**Date:** May 7, 2020

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

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

**Attention:** Melissa Dashevich  
Executive Director

**RE:** **Highland Gateway Arch  
Proposal for Engineering and Surveying Services  
Proposal #9-D152**

Dear Missy:

Pursuant to your request, we are pleased to submit this proposal for professional services concerning the above referenced project. We have reviewed the project requirements and have identified our understanding of the project as follows:

### **PROJECT DESCRIPTION**

- The DDA desires to install a new gateway feature for their downtown. We understand the DDA has been working with Tad Krear and Land Design Studio to develop the plans for this proposal. The project has advanced, and it is now time to submit detailed permit drawings to the RCOC for permit approval. As such, the DDA needs surveying and permit assistance to accomplish this important project.
- We expect the following services will be required for this project:
  - Perform an as-built topographic survey of the project area
  - Prepare a site plan including addressing grading and drainage related issues.
  - Prepare details to accommodate traffic closures and detours as necessary
  - Prepare permit applications for submittal to RCOC
  - Provide project closeout assistance as necessary

Based on the above, we have developed the following scope of work and associated fees relative to the development of the project:

### **SCOPE OF WORK: SURVEYING & ENGINEERING**

#### **1. Topographic/As-Built Survey**

NFE will prepare a Topographic Survey of the project area in accordance with RCOC requirements for approval. Survey will be limited to the improvement area.

***Lump Sum Fee: \$1,800.00***

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NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE  
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**2. Geotechnical Investigation**

NFE will coordinate with Testing Engineers and Consultants to have two 30-foot-deep soil borings completed in accordance with Road Commission for Oakland County requirements for permit approval. This data will be used for the structural design of the foundations.

***Lump Sum Fee: \$4,880.00***

**3. Construction Documents**

Prepare construction engineering plans for approval by RCOC.

***Lump Sum Fee: \$4,500.00***

**4. Permits**

Assist Owner in preparing required RCOC permit as required.

***Lump Sum Fee: \$1,000.00***

**SCOPE OF WORK: MISCELLANEOUS**

**5. Extra Services**

Any additional services required for the development of this project, not specifically identified above, or as requested by the owner, will be quoted separately or billed on an hourly basis according to the enclosed Nowak & Fraus 2020 Fee Schedule.

***Estimated Fee: T&M***

**6. Reimbursable Expenses**

Reimbursable expenses, including costs involving reproduction of drawings, specifications, meeting attendance, etc., required by the project, except those utilized by Nowak & Fraus in the development of the project will be invoiced based on time and materials in accordance with the attached Fee Schedule.

***Budget: \$100.00***

**SCHEDULE**

The work, as identified above, shall be completed in accordance with the following schedule:

- |                              |                                   |
|------------------------------|-----------------------------------|
| • Survey                     | Within 3 weeks of authorization   |
| • Geotechnical Investigation | Within 4 weeks of authorization   |
| • Construction Documents     | Within 6-8 weeks of authorization |
| • Permit                     | T.B.D.                            |

**SCOPE CLARIFICATIONS AND EXCLUSIONS:**

Proposal specifically excludes payment for any required permit, review or inspection fees, architectural, utility studies/design, retaining wall design, etc., which may be required as part of this project. This proposal excludes all items that may become required that are not specifically identified above. All meeting attendance will be by others or invoiced as additional services. Our work will be based upon concepts and drawings prepared by Land Design Studio and the DDA's artist. NFE will not review their work for conformance with structural or other related standards. Structural analysis and details will be by others.

**PAYMENT FOR SERVICES:**

Nowak & Fraus Engineers shall invoice services monthly on a percent complete basis. Invoices are due upon receipt in accordance with our Terms & Conditions. We have enclosed a copy of our Terms & Conditions and 2020 Fee Schedule which constitute the basis for the fees we have quoted you; and, for any additional services that may be required; or for work beyond the scope of services described herein.

**ACCEPTANCE & AUTHORIZATION TO PROCEED:**

Do not hesitate to contact us if you have any questions regarding this work authorization. Otherwise, please return a signed and dated copy of this work authorization which shall serve as our authorization to proceed.

**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.**

Highland DDA - Gateway Arch

**RE: PROPOSAL #9-D152**

May 7, 2020

Page 4

Thank you for choosing Nowak & Fraus Engineers.

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)

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**ATTACHMENT "A"  
2020 FEE SCHEDULE**

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**PERSONNEL**

**HOURLY RATE**

Principal.....	\$152.00
Senior Associate.....	\$132.00
Associate.....	\$122.00
ALTA Survey Manager.....	\$124.00
Land Surveyor/Field Coordinator.....	\$112.00
CAD Manager.....	\$112.00
Senior Project Manager.....	\$122.00
Project Manager.....	\$110.00
Woodland/Wetlands Manager.....	\$110.00
Registered Landscape Architect.....	\$106.00
Landscape Architect.....	\$ 76.00
Project Engineer.....	\$102.00
Engineer III.....	\$ 96.00
Engineer II.....	\$ 90.00
Engineer I.....	\$ 80.00
Engineering Technician III.....	\$ 92.00
Engineering Technician II.....	\$ 76.00
Engineering Technician I.....	\$ 68.00
Senior Testing/Inspection Engineer.....	\$ 78.00
Testing/Inspection Engineer.....	\$ 72.00
Engineering Assistant.....	\$ 60.00
Survey Crew – 3 Person.....	\$175.00
Survey Crew – 2 Person.....	\$145.00
Survey Crew – 1 Person.....	\$115.00
Land Survey Technician.....	\$ 86.00
Clerical .....	\$ 60.00

Authorized overtime will be billed at 1.2 times the above stated rates.  
 Authorized overtime for Sundays and Holidays 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 per project basis by NFE.

**Miscellaneous:**

Engineering Consent Agreements (for Lender) .....	\$2,500.00
Project Insurance (available upon request) .....	Quoted Rate

**Reimbursable Expenses:**

The following expenses, when incurred in direct connection with the project, will be charged at the rates indicated (includes handling):

- Courier services and project related purchases ..... Cost + 15%
- Color Prints.....\$25.00 Each
- Prints ..... \$2.00 Each
- Specialty Reproductions..... Cost + 15%
- Express (Hand) Deliveries ..... \$100/Each
- Electronic Data Transfer ..... Hourly
- Subconsultants ..... Fee + 15%
- Expenses (Application Fees, Review Fees, Permit Fees, etc.) ..... Cost + 15%
- Mileage..... \$0.575/ Mile\*
- Travel Expenses (Hotel, Meals, Etc.) ..... At Cost\*

\*Round trip vehicle mileage from the NFE offices will be charged at \$0.575 per mile, when identified in the Work Authorization, as a reimbursable expense. Travel expenses such as hotel cost, per diem costs, meals, tolls, etc. will be charged at cost when identified in the Work Authorization as a reimbursable expense.

NOWAK & FRAUS ENGINEERS

*Revised: January 14, 2020*



CIVIL ENGINEERS  
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## 2019 TERMS AND CONDITIONS

### **SERVICES EXCLUDED FROM BASIC SERVICES UNLESS EXPRESSLY INCLUDED IN THE SCOPE**

The following types of services are not considered part of "basic" Design Services and will be an extra to the contract fee:

#### **(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, 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. Opinions or review of construction budget requirements, or construction scheduling.
- 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 or preparation of permits.
- 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.
- xiii. Earth balancing determinations.
- xiv. Assistance with construction related problems and changes due to causes beyond NFE's control.
- xv. Landscape design and Planning.
- xvi. Traffic Impact Studies/Traffic Analysis.
- xvii. Project Specific Insurance for coverage that exceeds NFE's basic coverage.
- xviii. Engineer's Consent Agreements and Certificates for Project Loans.

### **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's 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).**

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### **"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's standard rates.

### **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 or NFE may elect to order a title search for the project in question. Title searches shall be billed as a reimbursable pursuant to NFE's 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's 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's work or services of which the Client or Client's agent becomes aware, in order 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's 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.

### **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's reasonable control including, but not limited to, delays by reason of strikes, lockouts, weather, work slow downs or stoppages, accidents or acts of God. When a delay is beyond NFE's 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.

### **LIMITATION OF LIABILITY**

To the maximum extent permitted by law, the Client agrees the maximum aggregate amount of NFE's liability and/or NFE's 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. 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.

### **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. 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. However, 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. 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.

### **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 dispatch or receipt of the termination notice, Consultant shall stop work on all services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant for all services performed up to the dispatch or receipt of the termination notice. Upon termination for Convenience, Consultant and Client shall have no further rights or remedies other than those utilized herein.

### **GENERAL CONSIDERATIONS**

- (A) Client and NFE each bind themselves and their 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.
- (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's 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 constructed or not. They are not to be used by the Client on the project for which they were prepared for or other projects or extensions to this Project, if NFE is not involved, 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's 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 surveys that request item 11 on Table A pursuant to the 2016 ALTA standards. Due to 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 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.