

AGREEMENT BETWEEN
PROGRESSIVE COMPANIES AND ROUND LAKE IMPROVEMENT BOARD
FOR PLANT CONTROL AND
PROJECT ADMINISTRATION SERVICES

This Aquatic Plant Control and Project Administration Services Agreement (the "AGREEMENT"), by and between the **Round Lake** Improvement Board, whose address is 7525 Highland Road, White Lake, Michigan 48383, hereinafter referred to as the "LAKE BOARD", and **Progressive Companies**, a corporation authorized to do business in the State of Michigan, whose address is, 1811 4 Mile Road, NE, Grand Rapids, MI 49525 hereinafter referred to as "CONTRACTOR".

SCOPE OF WORK

1. CONTRACTOR shall be responsible for aquatic plant control, project administrative services for aquatic plant control treatments, and water quality sampling services on **Round Lake**, located in White Lake Township, Oakland County, State of Michigan. CONTRACTOR shall comply with the Scope of Work including the Treatment Plan as generally set forth in CONTRACTOR' Proposal for Professional Aquatic Plant Control and Project Administration Services for **Round Lake** Improvement Project 2026-2030, which shall hereinafter serve as CONTRACTOR's proposal, attached hereto as Exhibit "A", and in accordance with this Agreement.

CONSIDERATION

2. CONTRACTOR shall receive from LAKE BOARD as consideration for the services as contemplated in this Agreement, an amount not to exceed an annual cost of; Eight Thousand Five Hundred Dollars (\$8,500.00) for aquatic plant control services, Two Thousand Dollars (\$2,000.00) for project administration services, and Three Thousand Dollars (\$3,000.00) for Water Quality Sampling Services, for a total annual amount not to exceed Thirteen Thousand Five Hundred Dollars (\$13,500.00) for the completion of the Scope of Work as set forth above. Compensation will be billed as a stipulated sum at a quarterly sum of Three Thousand Three Hundred and Seventy-Five dollars (\$3,375.00) per quarter.

TERM OF AGREEMENT

3. The term of this Agreement shall be for five (5) years for the treatment years of 2026-

2030. However, this Agreement may be terminated without cause, by any party hereto, at any time upon written notice to the other party. In the event this Agreement is terminated, pro-rated compensation will be paid to the CONTRACTOR for services performed to the date of termination.

CONTRACT DOCUMENTS

The documents which form the basis for this contractual understanding between LAKE BOARD and CONTRACTOR are as follows:

- A. This Agreement; and
- B. Proposal For Professional Aquatic Plant Control, Project Administration Services, and Water Quality Sampling Services for Round Lake Improvement Project 2026-2030, which shall hereinafter serve as CONTRACTOR's proposal, attached hereto as Exhibit "A" and incorporated herein by reference; and
- C. Insurance Requirements, attached hereto as Exhibit "B" and incorporated herein by reference.

STANDARD OF PERFORMANCE

5. CONTRACTOR does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.

INSURANCE

6. Notwithstanding the insurance provision in the Proposal, attached as Exhibit A, CONTRACTOR is agreeing to assume responsibility for the scope of services as described above and herein, and shall maintain at a minimum the insurance coverages as described in attached Exhibit B, at no additional charge to the Lake Board.

GENERAL TERMS AND CONDITIONS

7. Indemnification by the CONTRACTOR: The CONTRACTOR shall indemnify, protect and hold the Lake Board, and the Township, its employees and agents harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) or other liability or loss, including, accidents, injury, death, or damages to any person or property, related in any way to the performance of this Agreement that result from accidental acts, negligent acts,

errors or omissions, or the willful misconduct of the CONTRACTOR'S personnel or equipment. This provision shall survive the termination of this Agreement.

8. Independent Contractor. The CONTRACTOR acknowledges and agrees that it is an independent contractor and is not an employee of the LAKE BOARD or the Township. As such, the CONTRACTOR shall not be entitled to participate in any fringe benefit programs adopted by the TOWNSHIP, nor will the CONTRACTOR be reimbursed for any expenses incurred. The CONTRACTOR shall be responsible for paying all of its own taxes on monies received for providing services under this Agreement. The CONTRACTOR shall furnish all labor, materials, and equipment necessary to perform the Scope of Work as set forth above.

9. Modifications. Any modifications to this Agreement or additional obligations assumed by either party in connection with this Agreement, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.

10. Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement.

11. Survival. These conditions shall survive the completion of the CONTRACTOR'S services on this project and the termination of services for any cause.

12. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and interpreted under the laws of the state of Michigan. The parties consent to the jurisdiction and venue of Oakland County, State of Michigan.

13. Severability. If any provision of this Agreement is deemed to be invalid, it shall not affect the other remaining valid provisions hereof.

14. Notices. Any notices to be sent to either party are to be sent to those addresses as set forth below:

If notice is sent to Contractor:

Progressive Companies
Attn: Paul Hausler & Jeff Roman
1811 4 Mile Road, NE
Grand Rapids, MI 49525

If notice is sent to the Township:

White Lake Township (PLIB)
Attn: Rik Kowall, Lake Board Chairman
7525 Highland Road
White Lake, MI 48383

With a Copy To:

White Lake Township Assessor, Dave Hieber @ Township Address Above

15. Assignability. CONTRACTOR shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent of the LAKE BOARD.

16. Conflict of Documents. Any conflict between the terms of this Agreement and the CONTRACTOR's proposal, attached as Exhibit A, the terms of this Agreement shall prevail.

17. Anti-Discrimination. The CONTRACTOR shall comply with all state and federal Anti-discrimination laws and shall use the leased premises in a nondiscriminatory manner to the end that no person, on the ground of race, color, religion, sex, age, handicap, disability, or national origin, shall be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

18. No Joint Venture. Nothing contained in the contract documents will make, or will be construed to make, the parties hereto partners or joint venturers with each other. Neither will anything in this Agreement render, or be construed to render, either of the parties hereto liable to any third party for the debts or obligations of the other party hereto.

19. Failure of LAKE BOARD to Insist on Compliance. The failure of LAKE BOARD to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of LAKE BOARD to insist on the future performance of any such terms covenants, or conditions, but the obligations of the CONTRACTOR with respect to such future performance shall continue in full force and effect.

[Remainder of page intentionally left blank – signatures on following page.]

ROUND LAKE IMPROVEMENT BOARD


By: Kik Kowall
Its: Chairman

Dated: 8-25-25

PROGRESSIVE COMPANIES

By: Paul Hausler

Its: Water Resources Practice Leader

Dated: August 28, 2025

By: Jeff Roman

Its: Director of Engineering

Dated: August 28, 2025

Exhibit A
(Contractor's Proposal)



Exhibit A

June 10, 2025

Round Lake Improvement Board
c/o White Lake Township
7225 Highland Road
White Lake, MI 48383

Re: Proposal for Professional Aquatic Plant Control, Project Administration, and Water Quality Sampling Services for Round Lake

Dear Round Lake Improvement Board,

Progressive Companies is pleased to present this proposal to continue our services in Aquatic Plant Control, Project Administration, and Water Quality Sampling services for Round Lake (Lake). The following is our understanding of the project, scope of services, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF PROJECT

The project, as we understand it, is to provide professional lake management consulting services to assist and guide the Round Lake Improvement Board (Lake Board) in the implementation of a five-year improvement project for the Lake.

SCOPE OF BASIC SERVICES

Based upon the above project understanding, we will provide the following scope of services.

Aquatic Plant Control:

1. Prepare bid documents or contract extensions for the nuisance aquatic plant control program, as necessary.
2. Provide support data and documentation to assist with the acquisition of Michigan Department of Environment, Great Lakes, and Energy (EGLE) permits for the plant control project.
3. Conduct four (4) global positioning system (GPS)-guided surveys of the Lake during the growing season to determine the scope of work to be conducted by the plant control contractor.
4. Provide geo-referenced prescriptive treatment and/or harvesting maps to the plant control contractor to guide plant control work.
5. Conduct surveys of the Lake to evaluate contractor performance.
6. Coordinate plant control activities to ensure work proceeds in an environmentally sound and cost-effective manner.
7. Confer with an authorized Lake Board representative regarding nuisance aquatic plant growth and contractor performance.
8. Report findings to the Lake Board and guide the Lake Board in making payments to the contractor(s).
9. Maintain a written record of the date, scope, and cost of plant control activities and prepare an annual summary of plant control activities, including dates of treatment, herbicides applied, acres treated, and plants targeted.

Project Administration:

1. Attend Lake Board meetings on a periodic basis.
2. Assist the Lake Board with project administration.
3. Review contractor invoices and guide the Lake Board in making payments to the plant control contractor.

Standard Agreement Provisions
Environmental Consulting Services

The parties to this Agreement, Progressive Companies, hereinafter called the CONSULTANT and Round Lake Improvement Board, hereinafter called the OWNER, hereby agree to the following conditions:

1. Limit of Scope: The services provided by the CONSULTANT shall be limited to those described in the proposal dated June 6, 2025. The parties agree that the terms of the proposal are incorporated herein by reference, and are part of this agreement as if fully set forth herein. If any terms set forth in the proposal are expressly in conflict with the terms hereof, the terms of the proposal shall govern.
2. Term: If services covered by this Agreement have not been completed within the time specified within this agreement, through no fault of the CONSULTANT, extension of the CONSULTANT's services beyond that time shall be compensated as additional services.
3. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
4. Code of Ethics and Professional Conduct: Professional Services provided by the CONSULTANT will be conducted in a manner consistent with ordinarily and normally exercised by CONSULTANTS practicing in the State where the Project resides.
5. Schedule for Rendering Services: The CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the CONSULTANT's reasonable control.
6. Payment Terms: Invoices submitted by the CONSULTANT are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date. If past due invoices cause the CONSULTANT to proceed with legal action or collection services, the OWNER agrees to pay all of the CONSULTANT's collection expenses including reasonable attorney fees.
7. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, worksheets, plans, preliminary material tables, supportive data, documents and other materials produced by the CONSULTANT in the course of and for the purpose of meeting this contract are the property of the CONSULTANT, shall remain in the possession of the CONSULTANT and the CONSULTANT has and retains all copyrights in such material. Upon execution of this Agreement, the CONSULTANT grants to the OWNER a nonexclusive license to reproduce the CONSULTANT's Instrument of Service solely for the purposes of constructing, using and maintaining the Project provided that the OWNER shall comply with all obligations including the prompt payment of all sums when due, under this Agreement.
8. Dispute Resolution: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully

12. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
13. Delays: The OWNER agrees that the CONSULTANT is not responsible for any damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions.
- In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.
14. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
15. Hazardous Materials: The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
16. Abandonment of Work: If any work is abandoned or suspended, the CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
17. Hiring of Personnel: OWNER may not directly hire any employee of the CONSULTANT. OWNER agrees that it shall not, directly or indirectly solicit any employee of the CONSULTANT from accepting employment with OWNER, affiliate companies, or competitors of CONSULTANT.
18. Timeliness of Performance: The OWNER and CONSULTANT are aware that many factors outside the Agreement control may affect the CONSULTANT's ability to complete the services to be provide under Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Exhibit B
(Insurance Requirements)

Progressive Companies shall not commence work under this contract until they have obtained the insurance required under this paragraph and shall keep such insurance in force for the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to **Round Lake** Improvement Board. The requirements below should not be interpreted to limit the liability of Progressive Companies. All deductibles and self-insured retentions, (SIR) are the responsibility of **Progressive Companies**.

Progressive Companies shall procure and maintain the following insurance coverage:

Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Limits may be obtained using primary and excess/umbrella liability policies.

Environmental/Pollution Liability: Coverage for all pollution and environmental risks, including, but not limited to, Contractor's Pollution Liability and Pollution Legal Liability coverage, where applicable, with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

The certificate shall name the **Round Lake** Improvement Board as the certificate holder, and shall include an endorsement stating the following shall be Additional Insureds:

Additional Insured: **Round Lake** Improvement Board, the Charter Township of White Lake, its employees and volunteers, agents, all boards, committees, commissions, and/or authorities and board members, including employees and volunteers thereof; Jim Nash, Oakland County Water Resources Commissioner, its employees, agents, and/or authorized representatives; and the Michigan Department of Environmental Quality, its employees, agents, and/or authorized representatives as additional insureds.

It is understood and agreed by naming the Client as additional insured, coverage afforded is considered primary and any other insurance the Client may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to **Round Lake** Improvement Board as directed in the agreement under Notices.

Proof of Insurance Coverage: **Progressive Companies** shall provide the **Round Lake** Improvement Board at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverage expires during the term of this contract, **Progressive Companies** shall deliver renewal certificates and endorsements to **Round Lake** Improvement Board at least ten (10) days prior to the expiration date.