

**BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS MEETING
Wednesday, December 14, 2022, 8:30 AM
Berkley Public Safety - 2nd Floor Conference Room**



MISSION: The Berkley Downtown Development Authority exists to spur economic vitality, improve the streetscape, enhance visitors' diverse experiences, and create connections to the community on Coolidge and Twelve Mile Road in downtown Berkley, Michigan.

AGENDA

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Approval of Minutes**
 - A. Regular Meeting Minutes of November 9, 2022
- V. **Liaison Reports**
 - A. City Council – Steve Baker
 - B. Community Development – Kristen Kapelanski
 - C. Planning Commission – Matteo Passalacqua
 - D. Public Works – Shawn Young and Ric Chalmers
 - E. Chamber of Commerce – Tim Murad
- VI. **Treasurer's Report**
 - A. Financial Reports for November 2022
- VII. **Action Items**
 - A. PEA Group Proposal for Landscape Architecture Services – 12 Mile and Robina North Streetscape Construction Drawings, Revised Quote for \$29,300
- VIII. **Discussion Items**
 - A. Coolidge Crosswalks Activation, Enhancements Progress
 - B. Coolidge Complete Streets Pilot Project Recommendations
 - C. Outdoor Dining and Downtown Side Street Closure Opportunities
 - D. Downtown Design Guidelines Progress
 - E. Robina North Design Concepts Progress
 - F. ArtSpace at Coolidge and Catalpa Progress
 - G. Small Business Saturday, MerriMonth Promotional Efforts
- IX. **Student Board Member Updates**
- X. **Board Committee Updates**
 - A. Art & Design
 - B. Business Development
 - C. Downtown Events
 - D. Marketing Strategies
 - E. Organization
 - F. West Twelve Mile
- XI. **Executive Director Updates**
- XII. **Board of Directors' Comments**
- XIII. **Public Comments**
- XIV. **Adjournment**

**MEETING MINUTES
BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
MEETING OF THE BOARD OF TRUSTEES
Wednesday, November 9, 2022, 8:30 AM
Berkley Public Safety, 2nd Floor, Conference Room**



I. CALL TO ORDER: The meeting was called to order at 8:32 AM with Chair Andy Gilbert presiding.

II. ROLL CALL:

Present: Tim Barnes
Matthew Baumgarten
Donna Dirkse
Desiree Dutcher
Scott Francis
Andy Gilbert
Chris Gross
Jenna Hance
Uli Laczkovich
Matteo Passalacqua
Ashley Poirier
Garrett Wyatt
Brian Zifkin

Absent: None

Also present: Ric Chalmers, DPW Liaison
Kristen Kapelanski, Community Development Director
Mike McGuinness, DDA Executive Director
Tim Murad, Chamber of Commerce Liaison

III. APPROVAL OF AGENDA:

On motion by Gross and second by Poirier, the agenda was unanimously approved by the Board.

IV. APPROVAL OF MINUTES

A. Regular Meeting of October 12, 2022

On motion by Zifkin and second by Gross, the minutes of October 12, 2022 were unanimously approved by the Board.

V. LIAISON REPORTS

A. City Council – Steve Baker

In Baker's absence, Baumgarten reported that at its 10/26 meeting, the Coolidge task force approved the current traffic configuration of Coolidge (one lane each way, center left turn lane, and bike lanes next to the curbside parking lane). Their recommendation will be sent to Council for approval. Anticipated improvements will be to have the 12 Mile/Coolidge intersection mirror the design of the 11 Mile/Coolidge intersection (outside lane right turn only, then merging the two into one lane) and adding bump-outs to protect parking lanes. Council will take that up at their Nov. 21

meeting. Councilperson Price was elected to the State legislature, and the City will begin taking applications to fill her seat. Also upcoming is discussion of the closure of Griffith at 12 Mile and expanding that kind of closure to other streets in the downtown.

B. Community Development –Kristen Kapelanski

Kapelanski reported that the recently completed parking study was approved by Council, and outdoor dining is being discussed, to change it from special land use, and limiting vape shops.

C. Planning Commission – Matteo Passalacqua

Passalacqua had nothing further to report.

D. Public Works – Shawn Young and Ric Chalmers

Chalmers reported that Santa's house is being readied for the holidays.

E. Chamber of Commerce – Tim Murad

Murad reported the Chamber held its State of the City gathering at the new event space at Coolidge and Catalpa. Their \$30.00 discount card sales are ongoing, and cards are also being sold by community and school groups, as well as Chamber businesses. Their City Guide has been distributed and mailed to residents. The holiday party will be held December 13 at Dog & Pony. Planning is underway for the Saturday of Mother's Day 2023 weekend kit home tour.

VI. TREASURER'S REPORT:

A. Financial Report for October 2022

Gross reported revenues of \$9,000, and downward adjustments for 2021/22 and 2022/23. Expenditures covered events, public art (murals), contractual services, streetscape improvements (PEA), and normal salaries. There is @\$301,000 available to spend for the fiscal year.

Passalacqua moved to receive and accept the Treasurer's report for October 2022, Dirkse seconded, and the motion was unanimously approved by the Board.

VII. ACTION ITEMS:

A. No issues/items to be approved.

VIII. DISCUSSION ITEMS

A. BOO!KLEY Season Throughout Downtown Concluded

McGuinness thanked all who made this year's season an even bigger success, especially Lisa Kempner, who led the initiative, and the entire marketing team. The streets were crowded with residents and visitors from out of town, with 120 businesses taking part in the Trick or Treat stroll. Board members expressed enthusiasm for expanding the activities every year, because the crowd would support it, and increasing the budget in the future. McGuinness noted that more volunteers are always needed for skeleton distribution/installation, candy delivery, and clean-up.

B. Strong Success of BOO!KLEY Skeletons Engagement

McGuinness again thanked the skeleton sponsors and noted that 260-plus skeletons were placed around the downtown. He reported residents also volunteered to help with skeleton decorating. Board members would like to see more saturation (continuous placement along the streets). Baumgarten noted they were even mentioned at an MML event he attended in Muskegon. Help is needed to collect all the skeletons.

C. Coolidge Crosswalks Activation, Enhancements Progress Update

McGuinness reported the engineers have submitted their memo of recommendations, and it has been decided to move forward with the permanent work suggested. Curbs will be coming out, and bollards are already out in the roadway. Extending of the painting of the lanes is also one of the first next steps forward.

D. Coolidge Complete Streets Pilot Project Recommendations

See V.A. above.

E. Outdoor Dining and Griffith Avenue Closure Council Considerations

McGuinness reported the City's decision earlier in the pandemic allowing outdoor dining and Berkley Common to use the street space adjacent to its restaurant, with Griffith closed to traffic, expires December 31. Council will address these situations at one of its upcoming meetings. Passalacqua asked that the Board be notified when these issues are on Council's agenda so they can attend in support.

F. Downtown Design Guidelines Progress Update

Kapelanski reported the ordinance governing the guidelines will come before Council on November 21 for the first reading. The second reading is scheduled for December 5. She projects the guidelines will be fully implemented and in place by January 2023.

G. Robina North Design Concepts Progress Update

Passalacqua reported PEA Group has delivered final 3-D renderings of the space. Next up are proposals to do a bid package for contractors. PEA's original quotation to do the bid package was @\$45,000, which they reduced to @\$30,000 after discussions. He needs to work with Kapelanski and McGuinness about reducing that number even more and maybe even bidding out preparation of the bid package. The bid package was budgeted for the 2022/23 fiscal year. The design elements are transferable to other downtown public spaces.

H. ArtSpace at Coolidge and Catalpa Progress Update

Trash cans are now on site, and the trash is scheduled for regular pick-up. Panels for student art display have arrived minus some minor pieces, bistro seating is still in place, and the signature sculpture is at the foundry for casting.

I. Small Business Saturday, MerriMonth Promotional Efforts

McGuinness reported Berkley received promotional bags from Oakland County that can be distributed to downtown businesses. Small Business Saturday is the Saturday after Thanksgiving. There are also still some bags made by empowered women working in a shop downtown that were commissioned a few years ago.

IX. STUDENT BOARD MEMBER UPDATES

Wyatt reported two new students, sophomores Justin and Talia, have volunteered and been chosen to join the Board. Two gender-neutral bathrooms have been designated at the high school, a student-led initiative. Girls varsity volleyball is having a successful start to their season.

X. BOARD COMMITTEE UPDATES:

A. Art & Design Committee – Matteo Passalacqua

The committee did not hold a meeting.

B. Business Development Committee – Jenna Hance

McGuinness reported that Oakland County and SEMCOG are offering a Main Street training session on Nov. 22. Gilbert noted an opportunity to use social marketing to recruit new businesses. McGuinness suggested a mailing to all local businesses, on a quarterly basis, and gauging their interest in showcasing an inside look of their store or promotion.

Kapelanski reported an Italian restaurant is in the process of opening in the vacant building across from the Library. She suggested if anyone hears about a business thinking of opening in Berkley, they should give them her contact information. It will help speed and smooth the process.

McGuinness reported Milano's Salon will be leaving. McCourt's location will have a hair salon. Aqua Tots is close to opening. Kapelanski reported the LaSalette development will be finalizing the

development in the first quarter of 2023. Baumgarten reported that if the DDA district increases the number of residents to at least 100, then the Board will need to add a district resident to the Board.

C. Downtown Events Committee

No report.

D. Marketing Strategies Committee – Ashley Poirier

Nothing additional to report.

E. Organization Committee – Scott Francis

Nothing additional to report.

F. West 12-Mile Committee – Brian Zifkin

Zifkin reported he and Barnes had discussed options to use the vacant lot near the D&D bike shop for scaled down activities like a BMX event. Mini-golf modules might be available to rent or buy and free golf outings could be held there once a month or so. Barnes knows gamers who might be interested in holding mini-games. Since it's also being considered the art district, local artisans could hold demos to showcase their skills.

XI. EXECUTIVE DIRECTOR UPDATES

Nothing additional to report.

XII. BOARD OF DIRECTORS' COMMENTS:

A block party will be held before the Holiday Lights Parade. Merry and Bright Shopping Nights with downtown businesses open later starts Thursday nights in December. The family shopping trolley will run downtown on December 10. Santa Claus will be at the Library on December 11. Gross reported that one of her clients was hoping to open a high-end lifestyle café in Berkley.

XIII. PUBLIC COMMENTS: The opportunity for public comment was offered, and there were no in-person requests to address the body. Gilbert asked that anyone with comments or questions e-mail them to the DDA to be answered within five business days.

XIV. Adjournment:

The meeting adjourned at 9:50 AM on motion by Barnes and second by Zifkin.

Fund 814 DDA

GL Number	Description	PERIOD ENDED 11/30/2021	PERIOD ENDED 11/30/2022
*** Assets ***			
	Cash	511,145.39	539,357.96
	Accounts Receivable	2,585.20	5,134.69
	Other Assets	0.00	0.00
	Total Assets	513,730.59	544,492.65
*** Liabilities ***			
	Accounts Payable	0.00	8,244.53
	Liabilities-ST	4,326.60	9,841.62
	Total Liabilities	4,326.60	18,086.15
*** Fund Balance ***			
	Unassigned	386,500.75	386,500.75
	Total Fund Balance	386,500.75	386,500.75
	Beginning Fund Balance	386,500.75	386,500.75
	Net of Revenues VS Expenditures - 21-22		(73,779.72)
	*21-22 End FB/22-23 Beg FB	312,721.03	
	Net of Revenues VS Expenditures - Current Year	122,903.24	213,685.47
	Ending Fund Balance	509,403.99	526,406.50
	Total Liabilities And Fund Balance	513,730.59	544,492.65

* Year Not Closed

REVENUE AND EXPENDITURE REPORT FOR CITY OF BERKLEY
 PERIOD ENDING 11/30/2022
 % Fiscal Year Completed: 41.92

GL NUMBER	DESCRIPTION	END BALANCE		2022-23 AMENDED BUDGET	ACTIVITY FOR MONTH 11/30/2022 INCREASE (DECREASE)	YTD BALANCE		% BDGT USED
		NORMAL	(ABNORMAL)			NORMAL	(ABNORMAL)	
Fund 814 - DDA								
Revenues								
Dept 001 - REVENUES								
814-001-401-000	PROPERTY TAXES	40,563.16		37,000.00	0.00		35,281.87	95.36
814-001-401-001	PROPERTY TAX CAPTURE - DDA	343,690.28		361,000.00	0.00		322,327.37	89.29
814-001-401-900	PROPERTY TAXES - CHARGEBACKS	(1,170.37)		0.00	0.00		0.00	0.00
814-001-445-000	INTEREST AND PENALTIES ON TAXES	186.58		0.00	0.00		0.00	0.00
814-001-539-000	STATE GRANTS	8,500.00		10,000.00	0.00		0.00	0.00
814-001-573-000	LOCAL COMMUNITY STABILIZATION SHARE-PPT	0.00		14,000.00	0.00		0.00	0.00
814-001-664-000	INVESTMENT EARNINGS (LOSSES)	1,143.48		3,000.00	0.00		1,902.18	63.41
814-001-674-005	MERCHANDISE REVENUE	4,795.00		500.00	0.00		1,728.49	345.70
814-001-675-005	CORPORATE DONATIONS	56,004.66		5,000.00	0.00		500.00	10.00
814-001-675-814	EVENT SPONSORSHIPS	3,880.00		2,500.00	188.00		5,696.25	227.85
Total Dept 001 - REVENUES		457,592.79		433,000.00	188.00		367,436.16	84.86
TOTAL REVENUES		457,592.79		433,000.00	188.00		367,436.16	84.86
Expenditures								
Dept 175 - DDA ADMINISTRATION								
814-175-704-000	FULL TIME EMPLOYEES	67,753.22		77,250.00	5,942.30		32,596.10	42.20
814-175-715-000	FICA	5,146.28		5,909.00	450.04		2,468.65	41.78
814-175-725-000	WORKERS COMPENSATION	0.00		255.00	0.00		0.00	0.00
814-175-728-000	OFFICE SUPPLIES	2,815.03		500.00	0.00		0.00	0.00
814-175-817-008	BOARD TRAININGS	0.00		2,000.00	0.00		0.00	0.00
814-175-960-000	PROFESSIONAL DEVELOPMENT	942.50		3,000.00	0.00		223.00	7.43
Total Dept 175 - DDA ADMINISTRATION		76,657.03		88,914.00	6,392.34		35,287.75	39.69
Dept 265 - CITY HALL								
814-265-921-100	TRIBUNAL/BOARD OF REVIEW TAX EXPENSE	0.00		2,000.00	0.00		0.00	0.00
Total Dept 265 - CITY HALL		0.00		2,000.00	0.00		0.00	0.00
Dept 822 - DDA OPERATIONS								
814-822-727-100	INTERNAL SRVC - LABOR & ADMIN	10,000.00		20,000.00	0.00		5,000.00	25.00
814-822-730-000	POSTAGE-PRINTING-MAILING	98.00		300.00	0.00		0.00	0.00
814-822-803-000	MEMBERSHIPS AND DUES	350.00		1,100.00	0.00		250.00	22.73
814-822-807-000	AUDIT SERVICES	1,710.00		1,800.00	0.00		0.00	0.00
814-822-818-205	SECRETARIAL SERVICES	1,800.00		2,000.00	150.00		750.00	37.50
814-822-824-000	LEGAL SERVICES	0.00		2,500.00	0.00		0.00	0.00
814-822-853-000	TELEPHONE	526.19		600.00	40.37		161.64	26.94
814-822-865-000	DOWNTOWN BERKLEY PARTNERS NON PROFIT	0.00		100.00	0.00		0.00	0.00
814-822-866-000	SUBSCRIPTION SERVICES	0.00		300.00	0.00		0.00	0.00
814-822-904-000	PRINTING	0.00		300.00	0.00		0.00	0.00
Total Dept 822 - DDA OPERATIONS		14,484.19		29,000.00	190.37		6,161.64	21.25
Dept 824 - SPECIAL EVENTS								
814-824-817-004	DDA - EVENTS	19,008.67		24,000.00	6,961.59		27,411.91	114.22
814-824-817-015	HOLIDAY LIGHTS	32,723.03		40,000.00	0.00		0.00	0.00
Total Dept 824 - SPECIAL EVENTS		51,731.70		64,000.00	6,961.59		27,411.91	42.83

REVENUE AND EXPENDITURE REPORT FOR CITY OF BERKLEY
 PERIOD ENDING 11/30/2022
 % Fiscal Year Completed: 41.92

GL NUMBER	DESCRIPTION	END BALANCE	2022-23	ACTIVITY FOR	YTD BALANCE	% BDGT
		06/30/2022		AMENDED BUDGET	MONTH 11/30/2022	
		NORMAL (ABNORMAL)		INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 814 - DDA						
Expenditures						
Dept 826 - MARKETING AND ADVERTISING						
814-826-814-000	WEBSITE	312.00	500.00	0.00	0.00	0.00
814-826-817-002	DOWNTOWN MERCHANDISE EXPENDITURES	1,500.00	3,000.00	0.00	205.02	6.83
814-826-818-000	CONTRACTUAL SERVICES	6,000.00	7,200.00	0.00	4,800.00	66.67
814-826-901-000	ADVERTISING/MARKETING	28,795.54	37,800.00	80.00	4,064.99	10.75
814-826-901-001	MAP UPDATE & REPRINT	72.00	1,500.00	0.00	0.00	0.00
Total Dept 826 - MARKETING AND ADVERTISING		36,679.54	50,000.00	80.00	9,070.01	18.14
Dept 829 - STREETScape & DESIGN						
814-829-818-000	CONTRACTUAL SERVICES	2,210.00	0.00	0.00	0.00	0.00
814-829-818-200	FLOWER BASKET PROGRAM	30,014.19	28,000.00	0.00	10,336.68	36.92
814-829-818-201	PUBLIC ART/PLACEMAKING	39,851.00	40,000.00	3,855.86	27,405.86	68.51
814-829-818-207	PEST CONTROL	360.00	500.00	40.00	200.00	40.00
814-829-974-001	FACADE GRANT INCENTIVE PROGRAM	12,862.77	15,000.00	0.00	5,000.00	33.33
Total Dept 829 - STREETScape & DESIGN		85,297.96	83,500.00	3,895.86	42,942.54	51.43
Dept 940 - PUBLIC IMPROVEMENT						
814-940-974-002	STREETScape IMPROVEMENTS	41,050.87	60,000.00	1,570.18	17,573.84	29.29
814-940-974-003	SIDEWALK REPAIR	17,599.48	0.00	0.00	0.00	0.00
814-940-974-005	WAYFINDING	57,943.59	7,000.00	0.00	0.00	0.00
814-940-974-007	BERKLEY PLAZA PROJECT	126,703.07	5,500.00	0.00	600.00	10.91
Total Dept 940 - PUBLIC IMPROVEMENT		243,297.01	72,500.00	1,570.18	18,173.84	25.07
Dept 952 - ACTIVE EMPLOYEE BENEFITS						
814-952-716-000	DENTAL/VISION/LIFE-LTD/RHCS	1,834.55	3,000.00	237.70	1,303.88	43.46
814-952-716-500	HEALTH CARE COSTS - BC/BS	6,402.11	12,800.00	0.00	4,838.72	37.80
814-952-718-000	RETIREMENT-DB MERS	14,988.42	27,000.00	0.00	8,560.40	31.71
Total Dept 952 - ACTIVE EMPLOYEE BENEFITS		23,225.08	42,800.00	237.70	14,703.00	34.35
TOTAL EXPENDITURES		531,372.51	432,714.00	19,328.04	153,750.69	35.53
Fund 814 - DDA:						
TOTAL REVENUES		457,592.79	433,000.00	188.00	367,436.16	84.86
TOTAL EXPENDITURES		531,372.51	432,714.00	19,328.04	153,750.69	35.53
NET OF REVENUES & EXPENDITURES		(73,779.72)	286.00	(19,140.04)	213,685.47	4,715.20
BEG. FUND BALANCE		386,500.75	386,500.75		386,500.75	
NET OF REVENUES/EXPENDITURES - 2021-22					(73,779.72)	
END FUND BALANCE		312,721.03	386,786.75		526,406.50	

From: Mike Franklin

Nov 8,
2022,
2:40 PM

To: Michael McGuinness, Matteo Passalacqua

Matteo,

Per our conversation yesterday, below is a potential revision to the proposal for bid package services. I have provided a breakdown of reduced services and cost implications.

Topographic Survey: **\$5,500 Original Quote. Reduce fee: -\$700. Revised Quote: \$4,800.**

Design Development: **\$8,500 Original Quote.** If the City doesn't think we need to go through a site plan approval process, this phase can be reduced. We will assemble a DD set for preliminary pricing only. No documents will be issued for municipal review. **Reduce fee: -\$4,500. Revised Quote: \$4,000.**

Construction Drawings: **\$14,000 Original Quote.** If the City doesn't feel that technical specifications are required, this phase can be reduced. We will assemble a construction drawing set that can be used for bidding purposes. No additional documents will be supplied. The City will be responsible for creating, issuing, reviewing and awarding the bid package. **Reduce fee: -\$3,500. Revised Quote: \$10,500.**

Permitting Assistance: **\$3,500 Original Quote.** If the City plans on handling all permit applications and review, or they don't think this is required, we can eliminate this fee. **Reduce fee: -\$3,500. Revised Quote: \$0.**

Construction Services: **\$9,500 Original Quote.** We will attend the pre-bid meeting, pre-construction meeting and (3) on-site visits (2 during construction and 1 final punch list review). We will not attend any weekly or bi-weekly online construction meetings. We will review shop drawings, submittals and respond to construction information requests. **Reduce fee: -\$3,000. Revised Quote: \$6,500.**

Meetings: **\$3,000 Original Quote.** This is an allowance and will be billed hourly as needed. **Reduce fee: -\$500. Revised Quote: \$2,500.**

Reimbursable Expenses: **\$1,500 Original Quote.** This is an estimate and will be used as needed. **Reduce fee: -\$500. Revised Quote: \$1,000.**

Total Reduced Fees: \$16,200

Revised Total Quote: \$29,300



November 4, 2022
Project No.: 2022-0362b-PR

via email: director@downtownberkley.com

Mike McGuinness
City of Berkley Downtown Development Authority
3338 Coolidge Highway
Berkley, MI 48072

**RE: Proposal for Landscape Architecture Services
12 Mile and Robina North Streetscape Construction Drawings
Berkley, Oakland County, Michigan**

Dear Mr. McGuinness:

PEA Group is pleased to provide this proposal for surveying and landscape architectural services for the above-mentioned projects.

Project Description

It is our understanding that the **City of Berkley Downtown Development Authority (DDA) (Client)** is requesting design services to develop construction drawing/bid package for streetscape improvements at 12 Mile and Robina Avenue. PEA Group proposes to assist the Client by providing Topographic Survey, Design Development, Construction Drawings, Permitting Assistance and Construction Services. The focus of the work is to develop a comprehensive site package, within budget and meets the Client's project goals.

Scope of Services

Based on the above information, PEA Group proposes the following scope of services and associated fees:

A. Topographic Survey

The topographic survey will show the existing conditions, including visible surface features and underground utilities in the area of work only. Ground elevations will be measured at no more than 50-foot intervals or at breaks in grade across the project site. Elevations of hard surfaces will be shown to the nearest hundredth of a foot with elevations of soft surfaces shown to the nearest tenth of a foot. The topographic survey will show above ground improvements including buildings, paving, curbs, utility poles, manholes, catch basins, hydrants, etc., where applicable. Underground utilities will be based upon visual evidence and records provided by the municipality and private utilities obtained via a Miss Dig Design Ticket submission. Where applicable, inverts will be obtained for critical design areas and only if accessible by surface structures. Per the Client's request, the field mapping limits for this project will include the West and South sides of the building including items directly adjacent to the proposed utility pad.

Unless directed otherwise by the Client, PEA Group will prepare a 24 in. x 36 in. drawing that will depict existing site improvements, contours, and ground elevations relative to property boundaries. The legend and site benchmark will be shown on the drawing. A signed and sealed version can be provided if required for submittals in accordance with PEA Group's reimbursable expense policy.

B. Design Development

PEA Group will prepare design development drawings for the streetscape improvements identified in the final conceptual design. Plans will include:

- Cover Sheet
- Survey
- Preliminary Site Plan
- Preliminary Grading Plan
- Preliminary Utility Plan
- Preliminary Landscape Plan
- Preliminary Irrigation Plan
- Preliminary Electrical Plan
- Preliminary Storm Water Management Plan
- Preliminary Notes and Details

PEA Group will coordinate our services with the other consulting and design professionals as needed. PEA Group will coordinate the submittal of drawings of our consultants, to prepare a complete drawing set for submittal. Upon completion of the work, PEA Group will submit the required sets of signed and sealed drawings to the municipality for review.

This proposal assumes one (1) set of plan revisions will be required based on comments from the municipality to meet ordinance requirements. Review comments from the municipality and/or consultants will be addressed, and the required plan sets will be re-submitted to the municipality for approval. Additionally, this proposal assumes one (1) set of minor revisions to the approved conceptual plan prior to site plan submittal. Fees and costs incurred for meetings not defined in this proposal, responding to additional or extraordinary review comments, site layout changes in excess of those defined above, and re-submittals will be billed on a time and expense basis, as defined in the attached *Exhibit "A" (Hourly Rate Schedule and Standard Agreement for Professional Services)*.

PEA Group will provide a Preliminary Cost Estimate for the estimated cost of construction of the site work.

C. Construction Drawings

PEA Group will prepare the detailed construction drawings for municipal approvals, construction permits, and bidding. The construction drawings will include, but not be limited to the following Plans:

- Cover Sheet
- Survey
- Demolition Plan
- Dimensional and Paving Plan
- Grading Plan
- SESC Plan
- Utility Plan
- Utility Profiles

- Storm Water Management Plan
- Drainage Area Plan
- Construction Notes and Details
- Landscape Plan
- Landscape Details
- Irrigation Plan and Details
- Electrical Plan and Details
- Technical Specifications

Upon completion, PEA Group will submit the required signed and sealed plan sets and completed application to the municipality for review and approval. Any review comments received from the municipality will be addressed and revised plans will be re-submitted to the municipality for approval. This proposal assumes one (1) set of plan revisions will be required based on comments from the municipality. PEA Group will also submit the construction plans to the applicable regulatory agencies for review and approval. Fees and costs incurred for meetings not defined in this proposal, responding to additional or extraordinary review comments, site layout changes in excess of those defined above, and re-submittals will be billed on a time and expense basis, as defined in the attached *Exhibit "A" (Hourly Rate Schedule and Standard Agreement for Professional Services)*.

Existing electrical/mechanical utility information, i.e., gas, electrical, telephone, water and lighting will be indicated on the plan for informational purposes only. The contractor will be responsible for coordination and code requirements of all utilities.

PEA Group will finalize the Cost Estimate for the estimated cost of construction. This final estimate will be issued to the Client for budgeting purposes.

D. Permitting Assistance

PEA Group will assist in completing and applying for the following Construction Permits:

- City of Berkley Engineering Approval
- Oakland County Soil Erosion and Sedimentation Permit Approval
- City of Berkley ROW Construction Permit

E. Construction Services

PEA Group will attend the pre-bid, pre-construction meeting and additional meetings as requested during the construction phase. PEA Group will conduct four (4) onsite construction review visits. PEA Group will review shop drawings, submittals and respond to construction information request. At the completion of the construction phase PEA Group will conduct a final visit and provide a quality control list to be distributed to the contractor. PEA Group will invoice on an hourly basis for these services in accordance with the attached *Exhibit "A" (Hourly Rate Schedule and Standard Agreement for Professional Services)*. For the purposes of this proposal, we have provided an allowance for this service.

F. Meetings

In the body of this proposal, we have noted our attendance at specific meetings for each phase of the project. Based on past experience with projects of this scale, there will be a number of meetings and conference calls that will be necessary to discuss, evaluate, review, and coordinate the various elements of this project. Since the exact number of these meetings cannot be exactly determined at this point, we are providing an allowance for these meetings.

PEA Group will invoice you on an hourly basis for these services in accordance with the attached *Exhibit "A" (Hourly Rate Schedule and Standard Agreement for Professional Services)*.

G. Reimbursable Expenses

In addition to the referenced fees, we charge at cost for reimbursable expenses such as postage, overnight mailings, reproductions, mileage, and other similar items, as defined in the attached *Exhibit "A" (Hourly Rate Schedule and Standard Agreement for Professional Services)*.

Fee Schedule

PEA Group proposes to provide the above-referenced services in accordance with the following fee schedule:

Topographic Survey	\$ 5,500.00	Lump Sum
Design Development	\$ 8,500.00	Lump Sum
Construction Drawings	\$14,000.00	Lump Sum
Permitting Assistance	\$ 3,500.00	Hourly, Allowance
Construction Services	\$ 9,500.00	Lump Sum
Meetings	\$ 3,000.00	Hourly, Allowance
Reimbursable Expenses	\$ 1,500.00	Estimate

The fees listed above are an estimated not-to-exceed amount. Upon receipt of this signed letter, PEA Group will begin generation of the approved package. Any additional costs, which requires bidding from a third-party contractor, has not been included in the above total.

In addition to the above referenced fees, we charge at cost for reimbursable expenses such as postage, overnight mailings, reproductions, mileage, and other similar items, as defined in the attached *Exhibit "A" (Hourly Rate Schedule and Standard Agreement for Professional Services)*.

Additional Services

PEA Group can provide a scope and fees for the following services upon request:

- Construction Monitoring and Material Testing
- Construction Staking
- Storm Water Operator Services
- Record Drawings
- Off-Site Engineering Services
- Variance and Special Land Use Assistance
- Parcel Consolidation Survey
- ALTA/ACSM Land Title Survey
- Furniture Purchasing
- Bidding and Contract Administration
- Any other services and/or revisions not specifically described in the Scope of Services herein

Assumptions and Understandings

Unless otherwise indicated in the proposal above, the following assumptions and understandings apply to this project:

- PEA Group will not be providing any geotechnical services for this project.
- This proposal is based on the presence of existing water and sanitary sewer services at the property boundary with sufficient depth and capacity to service the development. Extension of these services is not included unless otherwise stated.
- This proposal is based on the presence of an acceptable storm water discharge point at the property boundary with sufficient depth and capacity to service the development.
- Design of appropriate storm water detention systems are included, if required.
- Lift station design for either storm sewer and/or sanitary sewer is not included in the scope of services for this proposal.
- PEA Group assumes that offsite improvements are excluded from the scope of work for this proposal unless explicitly indicated. These include water main and sanitary sewer extensions, storm water system improvements, as well as road widening or acceleration/deceleration lanes and turn lanes.
- PEA Group assumes that a Traffic Study is not required for the project.
- Revisions to the approved final conceptual site plan layout after PEA Group has started the Design Development Site Plan drawings may result in additional engineering services that will be invoiced on an hourly basis according to the hourly rate schedule that is attached to this proposal.
- PEA Group assumes variances and Special Land Use will not be required for the project.
- Project will not be applying for LEED certification.
- Extraordinary review comments are defined as those which require engineering services outside of the requirements of the municipal zoning ordinance and engineering standards.
- PEA Group assumes that an Environmental Impact Statement is not required for the project.
- PEA Group assumes that special designs required to comply with any site Environmental Investigations are not included in the scope of services for this proposal.
- PEA Group assumes front-end specifications and owner/contractor contract forms will be provided by the Client. The Client will be responsible for assembling, issuing and administration of the bid package and contract agreement with the contractor.
- Client will be responsible for submission of all permit applications and payment of all fees, if necessary.
- This proposal is valid for sixty (60) days from proposal date.
- PEA Group will not accrue fees in excess of the above-established fees without further written authorization.
- All work shall be performed in accordance with the standard terms and conditions indicated on the attached *Exhibit "A" (Hourly Rate Schedule and Standard Agreement for Professional Services)*.

We thank you for the opportunity to submit this proposal. When signing this proposal, the City of Berkley DDA understands and accepts the fact that payment for services rendered is due within 30 days of the date of our invoice. City of Berkley DDA agrees that payments to PEA Group are not subject to local or state agency approvals, permit acquisitions, third party agreements, project financing, or closings.

Mr. McGuiness, if this proposal and the attached *Exhibit "A" (Hourly Rate Schedule and Standard Agreement for Professional Services)* are acceptable to you, please sign below and return one copy.

Sincerely,

PEA Group



Michael Franklin, PLA, LEED AP
Senior Project Manager

Attachment: Exhibit "A"

City of Berkley DDA

"Client"

Signatory is responsible for payment

By: _____
Printed
Name: _____
Title: _____
Dated: _____
Email: _____
Phone: _____



EXHIBIT "A"

2022 HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES
 (Hourly Rate Schedule is subject to annual increases)

3 PERSON SURVEY CREW	\$235.00	SENIOR PROJECT MANAGER	\$175.00
2 PERSON SURVEY CREW	180.00	PROJECT MANAGER	165.00
1 PERSON SURVEY CREW	145.00	PROJECT COORDINATOR	130.00-150.00
SENIOR LANDSCAPE ARCHITECT	130.00	SENIOR PROJECT SURVEYOR/ENGINEER	150.00
LANDSCAPE ARCHITECT	125.00	PROJECT SURVEYOR/ENGINEER	140.00
LANDSCAPE DESIGNER IV	115.00	SENIOR STAFF SURVEYOR/ENGINEER	120.00
LANDSCAPE DESIGNER III	110.00	PROJECT DESIGNER II	140.00
LANDSCAPE DESIGNER II	95.00	PROJECT DESIGNER I	115.00
LANDSCAPE DESIGNER I	85.00	STAFF ENGINEER III	115.00
PROFESSIONAL WETLAND SCIENTIST	155.00	STAFF ENGINEER II	110.00
ECOLOGICAL TECHNICIAN	110.00	STAFF ENGINEER I	105.00
ENGINEERING TECHNICIAN V	120.00	STAFF SURVEYOR III	115.00
ENGINEERING TECHNICIAN IV	115.00	STAFF SURVEYOR II	110.00
ENGINEERING TECHNICIAN III	105.00	STAFF SURVEYOR I	105.00
ENGINEERING TECHNICIAN II	100.00	CONSTRUCTION OBSERVER	100.00
ENGINEERING TECHNICIAN I	90.00	ADMINISTRATIVE SERVICES	70.00
SURVEY TECHNICIAN V	120.00	FIELD TECHNICIAN	105.00
SURVEY TECHNICIAN IV	115.00	FIREPROOFING OBSERVATION	100.00-130.00
SURVEY TECHNICIAN III	105.00	CERTIFIED WELDING INSPECTOR	100.00-130.00
SURVEY TECHNICIAN II	80.00	REGISTERED ROOF OBSERVER	100.00-130.00
SURVEY TECHNICIAN I	75.00	CAD TECHNICIAN III	100.00
		CAD TECHNICIAN II	95.00
		CAD TECHNICIAN I	90.00

GEOTECHNICAL ENGINEERING & CONSTRUCTION MATERIALS TESTING UNIT PRICES

LABORATORY TESTING	UNIT RATE	CMT PROFESSIONAL LABOR & EQUIPMENT	UNIT RATE
MOISTURE DENSITY RELATIONSHIP/ASTM D1557	\$185.00 Per Test	ON-SITE OBSERVATION	\$335.00 Half Day
GRADATION ANALYSIS-SIEVE/ASTM C117/C136	160.00 Per Test	ON-SITE OBSERVATION	630.00 Full Day
MOISTURE CONTENT DETERMINATION/ASTM D2216	25.00 Per Test	ON-SITE OBSERVATION/WEEKEND OVERTIME/HOLIDAY ..	105.00 Hourly
ATTERBURG LIMIT DETERMINATION/ASTM D4318	160.00 Per Test	NUCLEAR DENSITY GAUGE	55.00 Per Day
ASPHALT MARSHALL DENSITY/ASTM D6926/D2726	300.00 Per Test	FLOOR FLATNESS GAUGE (F-Meter)	750.00 Per Day
ASPHALT EXTRACTION/SIEVE ANALYSIS/ASTM D2172 ..	300.00 Per Test		
LOSS ON IGNITION/ASTM D2974	65.00 Per Test	UTILITY LOCATING SERVICES	UNIT RATE
CONCRETE BEAMS/ASTM C293	50.00 Per Beam	UTILITY LOCATING SERVICES	\$850.00 Half Day
CONCRETE COMPRESSIVE STRENGTH/ASTM C39	22.00 Per Cylinder	UTILITY LOCATING SERVICES	1,500.00 Full Day
MORTAR COMPRESSIVE STRENGTH/ASTM C109	30.00 Per Test	UTILITY LOCATING SERVICES – 2 MAN CREW	1,250.00 Half Day
GROUT COMPRESSIVE STRENGTH/C1019	30.00 Per Test	UTILITY LOCATING SERVICES – 2 MAN CREW	2,200.00 Full Day
		UTILITY LOCATING SERVICES/PREMIUM RATE	275.00 Per Hour
		UTILITY LOCATING SERVICES/WEEKEND/HOLIDAY	2,200.00 Full Day

Expert Testimony and/or Depositions 50% added to Hourly Rate Schedule
 This Hourly Rate Schedule represents standard rates for the hours between 7:00 am and 6:00 pm daily, Monday through Friday.
 Premium rates (one and one-half times the standard rate) may be charged for over eight (8) hours in a day, time on weekends and/or Holidays.
 Credit Card payments made within 30 days of the invoice date will not be assessed a processing fee. Any credit card payments made after 30 days will be assessed a 3.5% charge for credit card payment processing.

REIMBURSABLE EXPENSES

The following expenses, when incurred in direct connection with the Project, will be charged at the rate shown:

Transportation, lodging and subsistence for out-of-town travel	Cost + 10% Administration Fees
Photographs, shipping and express delivery charges, and Project related purchases	Cost + 10% Administration Fees
Vehicle Mileage from PEA Group offices, exceeding a 30-mile radius will be charged at	\$0.70 per Mile
Obtain Subcontractors/Subconsultants to perform specialty work	Consultant Fee + 15% Administration
Fees for printing and reproduction	PEA Group Cost
Application Fees	Cost + 10% Administration Fees

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE I – AGREEMENT. This Agreement between the parties identified herein consists of the terms in the "Standard Agreement for Professional Services", the Hourly Rate Schedule and the Proposal. PEA Group refers to Professional Engineering Associates, Inc., which includes all Departments of PEA Group. CLIENT refers to person or entity with which PEA Group has contracted to perform professional services. Project refers to the scope of services outlined in the Proposal. PEA Group agrees not to begin work until the Proposal is executed by both parties.

ARTICLE II – SCOPE OF SERVICES. PEA Group's professional services under this Agreement extend only to those services specifically described in the Proposal. Other services will be considered as Additional Services. Should changes be made in the plan or phasing or implementation of the plan following initiation of the effort included within the scope of work, the CLIENT accepts that the extra effort and expenses necessary due to these changes will be treated as Additional Services. If upon the request of the CLIENT, PEA Group agrees to perform Additional Services, then CLIENT agrees to pay PEA Group for the performance of such Additional Services in accordance with the Hourly Rate Schedule. PEA Group will not accrue fees for Additional Services without further authorization from the Client. All meetings and/or site visits requested beyond the maximum number indicated in the Scope-of-Work shall be billed on a Time and Material basis as Additional Services based on the Hourly Rate Schedule for Professional Services.

PEA Group may incorporate "Performance Specifications" as a component of Construction Documents. Performance Specifications rely upon a statement of systems, equipment and/or materials to be incorporated into the project in terms of required results, without mandating specific means for achieving the required results. Performance Specifications establish minimum standards which must be met by defining the functional requirements, the operating conditions and/or environment in which it must operate and/or related matters such as general standards which must be satisfied, warranty requirements, etc. Where performance specifications are used, they will be identified as such.

Where Performance Specifications 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. The Contractor, their Subcontractors, and others who actually manufacture and supply the items will be the sole parties liable to the CLIENT for loss or damage caused by defective or deficient design, manufacture or performance. PEA Group's shop drawing review is strictly to determine that manufacturers and suppliers have referenced the appropriate operating conditions and environment.

If PEA Group's services are delayed or suspended in whole or in part by CLIENT, act of God or other reason beyond PEA Group's control, or if PEA Group's services are extended by Contractor's actions or inactions for more than 90 days through no fault of PEA Group, PEA Group shall be entitled to equitable adjustment of rates and amounts of compensation and extension of deadline provided for elsewhere in this Agreement to reflect reasonable costs incurred by PEA Group in connection with, among other things, such delay or suspension and reactivation.

ARTICLE III – CONFIDENTIALITY. PEA Group shall maintain as confidential such information obtained from CLIENT or developed as part of the Services as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain or which PEA Group is required to disclose by law or order of a court, administrative agency or other legal authority. Unless otherwise agreed, PEA Group may use and publish CLIENT'S name and a general description of the Services in describing PEA Group's experience to other CLIENTS or potential CLIENTS.

ARTICLE IV – STANDARD OF CARE. PEA Group shall perform or furnish professional engineering and related services as outlined in the Proposal for all phases of the Project to which this Agreement applies. PEA Group may employ Consultants, as PEA Group deems necessary to assist in the performance or furnishing of the services. PEA Group will assist the CLIENT in preparing applications and supporting documents for the CLIENT to secure permits and approvals from agencies having jurisdiction over the Project. The CLIENT agrees to pay all application and review fees. PEA Group shall perform the Services with the care and skill ordinarily exercised by members of PEA Group's profession practicing in the same locality under similar conditions. PEA Group makes no other warranty or guarantee, express or implied, in connection with this Agreement, the performance of the services or in any report, opinion or other document developed as part of the Services.

PEA Group and CLIENT shall comply with applicable Laws or Regulations. This Agreement is based on these requirements as of the Proposal date. Changes to these requirements after the Proposal date of this Agreement may be the basis for modifications to CLIENT'S responsibilities or to PEA Group's scope of services, times of performance, or compensation.

Information Provided by Others: Where PEA Group indicates to the CLIENT the information needed for rendering of services hereunder, the CLIENT shall provide PEA Group such information as is available to the CLIENT and the CLIENT'S Consultants and Contractors, and PEA Group shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for PEA Group to assure the accuracy, completeness and sufficiency of such information including aerial surveys, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold PEA Group harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT or its agents or contractors to the PEA Group.

In consideration of the benefits to the CLIENT of employing the "fast track process" (in which some of PEA Group's design services overlap the construction work and are out of sequence with the traditional project delivery method), and in recognition of the inherent risks of fast tracking to PEA Group, the CLIENT agrees to waive all claims against PEA Group for design changes and modifications of portions of the work already constructed due to the CLIENT'S decision to employ the "fast track process".

CLIENT shall be responsible for, and PEA Group may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PEA Group pursuant to this Agreement.

ARTICLE V – SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA. CLIENT shall provide PEA Group with lawful access to the site(s) where the services are to be performed. CLIENT shall defend PEA Group from any challenge to such right-of-entry and shall indemnify and hold PEA Group harmless from any claims of trespass which may occur and all costs and attorneys' fees incurred by PEA Group as a result of any such claim. PEA Group will take reasonable measures to minimize damage to the site and disruption resulting from operations thereon; however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (i.e., soil borings, test pits, surveying, etc.), the correction of which shall not be PEA Group's responsibility unless otherwise agreed to by the parties. CLIENT shall supply PEA Group with information available in CLIENT'S file on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the services are to be performed. PEA Group shall be entitled to rely on the accuracy and completeness of information furnished by others (including location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the scope of services. PEA Group shall not be liable for damage to underground utilities or structures not disclosed in writing to PEA Group.

In accepting this Agreement for consulting services, it is acknowledged by both parties that PEA Group's scope of services does not include any services related to a Hazardous Environmental Condition. In the event PEA Group or any other party encounters a Hazardous Environmental Condition, PEA Group may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

ARTICLE VI – BILLING, PAYMENTS AND COLLECTION. Unless otherwise agreed, CLIENT shall pay for the Services in accordance with PEA Group's Proposal and this Agreement.

Retainage – Should the CLIENT be required to make an initial payment (Retainer) as indicated in the Proposal this retainer shall be held by PEA Group and applied against the final invoice. PEA Group reserves the right to apply the retainer to invoices that are past due upon which occurrence the CLIENT agrees to reinstate the retainer prior to PEA Group resuming work.

Invoicing – Progress invoices will be submitted to the CLIENT approximately once a month and a final bill will be submitted upon completion of the services. Invoices shall be considered PAST DUE if not paid within 30 calendar days of the invoice date. CLIENT agrees that the periodic billing from PEA Group to CLIENT are correct, conclusive, binding on CLIENT and due and payable in full unless CLIENT, within 10 calendar days from the date of receipt of such billing, notifies PEA Group in writing of alleged inaccuracies, discrepancies, or errors in billing. Any portion of the invoice not included in the notification shall be paid within 30 days of receipt of the invoice. It is agreed that all invoices 30 days past due cannot be contested. Payments shall also be received directly from the CLIENT with no delay due to any third party agreements.

Late Fees – If payment is not received by PEA Group within 30 calendar days of the invoice date, the CLIENT shall pay interest on the PAST DUE amount at the rate of 18% per annum (for business entities) or 7% per annum (for individuals), as the case may be. Payment thereafter shall first be applied to costs of collection, then to interest and then to the unpaid contract amount.

Collection Costs – CLIENT shall pay to PEA Group all costs of collection (including the costs and fees of both in-house and outside counsel), whether or not an action or other proceeding is commenced. In the event legal action is necessary to enforce the payment provisions of this Agreement, PEA Group shall be entitled to collect from the CLIENT any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by PEA Group in connection therewith and, in addition, the reasonable value of PEA Group's time, consultant's fees, and expenses spent in connection with such collection action, computed at PEA Group's prevailing Hourly Rate Schedule and expense policies.

Suspension of Services – If the CLIENT fails to make payment when due or otherwise is in breach of this Agreement, then PEA Group may, in addition to its other rights and remedies hereunder and under applicable law, terminate or suspend performance of services upon 7 calendar days' notice to the CLIENT. PEA Group shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Failure to make payment within 60 days of invoice date shall constitute a release of PEA Group from any and all claims which CLIENT may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

Lien Rights – PEA Group hereby notifies CLIENT that it intends to utilize all available lien rights it may have in connection with its provision of services under this Agreement. In order to perfect any construction lien in favor of PEA Group, CLIENT agrees to provide, if applicable, any Notice of Commencement, or any other notice required by the Michigan Construction Lien Act, MCL 570.00 et seq. The CLIENT agrees that the services by PEA Group are considered property improvements and the CLIENT waives the right to any legal defense to the contrary.

ARTICLE VII – LIMITATION OF LIABILITY. It is expressly agreed that the CLIENT's maximum recovery against PEA Group relating to the professional services performed hereunder, whether in contract, tort, or otherwise, is the amount of PEA Group's fee and that an award of damages not to exceed such fee is CLIENT's sole and exclusive remedy against PEA Group. Under no circumstance shall PEA Group be liable for CLIENT'S loss of profit, delay damages, or for any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Where PEA Group's fee exceeds \$250,000 CLIENT's maximum recovery against PEA Group will not exceed \$250,000.

ARTICLE VIII – INDEMNIFICATION. Subject to Article VII above, PEA Group shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, employees, consultants and its agents from and against any and all costs, losses, and damages (including but not limited to all actual and reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of PEA Group or PEA Group's officers, directors, partners, employees, consultants, contractors or agents, in the performance and furnishing of PEA Group's services under this Agreement.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PEA Group, PEA Group's officers, directors, partners, employees, consultants and its agents, from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, consultants, contractors or agents, with respect to this Agreement or the Project.

To the fullest extent permitted by law, PEA Group's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of PEA Group and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that PEA Group's negligence bears to the total negligence of CLIENT, PEA Group, and all other negligent entities and individuals.

In addition to the indemnity provided in this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PEA Group and its officers, directors, partners, employees, consultants and its agents, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom.

ARTICLE IX – WORKSITE SAFETY / PEA GROUP SITE VISITS. PEA Group will comply with CLIENT'S reasonable rules and regulations governing PEA Group's activities on CLIENT'S premises to the extent that the same are provided to PEA Group prior to the start of the Services. PEA Group will be responsible only for the on-site activities of its employees.

If the Services include site visits, for example, to monitor construction activities for compliance with plans and specifications, the parties agree that PEA Group shall assume no responsibility or authority for supervision or control over any Contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT also agrees that the CLIENT, PEA Group and consultants shall be indemnified and shall be listed as additional insureds under the General Contractor's General Liability Insurance Policy.

PEA Group shall not be responsible for the acts or omissions of any Contractor(s), Subcontractor or Supplier, or of any of the Contractor's agents or employees or any other persons (except PEA Group's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of PEA Group. PEA Group neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

ARTICLE X – CONSTRUCTION PHASE SERVICES.

Should CLIENT provide Construction Phase services with either CLIENT'S representatives or a third party, PEA Group's basic services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the attached Proposal.

Under these conditions it is understood and agreed that PEA Group's basic services under this Agreement do not include project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT. CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against PEA Group that may be in any way connected thereto.

Should the CLIENT or CLIENT'S representative encounter a conflict during construction between plans and specifications or field inspection, either among themselves or with the requirements of any and all reviewing and permit-issuing agencies, CLIENT shall seek clarification in writing from PEA Group before commencement of construction. Failure to do so shall relieve PEA Group from any and all liability resulting in this matter.

ARTICLE XI – REUSE OR ALTERATION OF DOCUMENTS. Documents prepared by PEA Group are instruments of its services and PEA Group retains all common law, statutory and other reserved rights, including copyright. Subject to the timely payment and performance by CLIENT of its obligations hereunder, PEA Group grants to CLIENT a limited license to use such document in connection with the Project.

Reuse of Documents: All documents, including but not limited to the calculations, drawings, and specifications prepared by PEA Group pursuant to this Agreement, whether in hard copy or machine readable form, are related exclusively to the Projects described herein. No documents prepared by PEA Group pursuant to this Agreement are intended or represented to be suitable for use by the CLIENT or others on extensions of this current Project, or for reuse in any other location.

Further, in the event that PEA Group's services under this Agreement are terminated for any reason prior to completion of the services described herein, then PEA Group shall not be responsible for any incomplete documents. Any continued use of PEA Group's documents on this Project, whether in hard copy or machine readable form, or any use on any other location, with or without any changes or adaptations, made after termination of PEA Group prior to completion of PEA Group's services according to this Agreement will be at the CLIENT'S sole risk and without liability or legal recourse to PEA Group; and the CLIENT shall indemnify and hold PEA Group harmless from all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting therefrom.

The CLIENT recognizes that changes or modifications to PEA Group's instruments of professional service introduced by anyone other than PEA Group may result in adverse consequences that PEA Group can neither predict nor control. Therefore, in consideration of PEA Group's Agreement to deliver its instruments of professional service in machine-readable form, the CLIENT agrees, to the fullest extent permitted by law, to hold harmless and indemnify PEA Group from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected in the modification, misinterpretation, misuse, or reuse by other of the machine readable information and data provided by PEA Group under this Agreement. The foregoing indemnification applies to any use of the Project documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by PEA Group.

Ownership and the right to exclusive possession of all documents, including but not limited to reports, letters, applications, drawings, and specifications, prepared by PEA Group pursuant to this Agreement whether in hard copy or machine readable form, belong to PEA Group until payment has been made in full by CLIENT pursuant to either the Fixed Fee Agreement or the Hourly Rate Agreement, as invoiced by PEA Group to CLIENT.

Photographs of any completed Project embodying the services of PEA Group provided hereunder may be considered as its property, and may be used in publications, marketing materials, and other literature prepared by or on behalf of PEA Group.

ARTICLE XII – PROGRESSION OF WORK. Neither CLIENT nor PEA Group shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, work performed out of sequence or demands or requirements of governmental agencies.

ARTICLE XIII – DISPUTE RESOLUTION – for Professional Liability

Mediation – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of PEA Group's services, PEA Group may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

PEA Group and CLIENT shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be made by a written notice to the other party to this Agreement and to the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitrations or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties agree to split the mediator's fee and any filing fees equally. The mediation shall be held in a place where the Project is located, unless other location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Arbitration – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation.

Any claim, dispute and other matters in question between the parties that are not resolved by mediation shall be decided by binding arbitration which, unless the parties mutually agree otherwise, shall be conducted at the Southfield, Michigan, offices of the American Arbitration Association before a panel of three (3) arbitrators in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made more than one (1) year after the matter on which such demand is based first arose, or after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter is question would be barred by the applicable statute of limitations whichever is less. No claim or defense by CLIENT against PEA Group predicated on an allegation of professional negligence by PEA Group may be asserted unless accompanied by a written opinion by a duly licensed expert in PEA Group's field of expertise setting forth such expert's opinion that, considering all of the facts and circumstances evaluated by such expert, the acts or omissions of PEA Group materially deviated from the applicable industry standard of care. Such a written opinion shall be a condition precedent to filing or otherwise asserting any claim or defense predicated on professional negligence, and CLIENT's failure to include such an opinion with any such claim or defense shall entitle PEA Group to an immediate summary dismissal with prejudice of such claim or defense for failure to state a claim or defense upon which relief may be granted.

No arbitration arising out of or relating to the Project shall include, by consolidation or joinder or in any other manner, PEA Group, PEA Group's employees or consultants, except by written consent containing specific reference to the Agreement and signed by PEA Group, the CLIENT, the contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the CLIENT, contractor and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the CLIENT or the contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described therein or with a person or entity not named or described therein. The foregoing Agreement to arbitrate and other agreement to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Expense of Litigation – If litigation or arbitration related to the services performed is initiated against PEA Group by the CLIENT, its contractors, or subcontractors, and such proceeding concludes with the entry of a judgment or award favorable to PEA Group, the CLIENT shall reimburse PEA Group its reasonable attorney's fees, reasonable experts' fees, and other expenses related to the proceeding. Such expenses shall include the cost, determined by PEA Group's normal hourly billing rates, of the time devoted to the proceedings by PEA Group's employees.

ARTICLE XIV – SUSPENSION OF WORK. The CLIENT may suspend services performed by PEA Group with cause upon 7 days written notice. PEA Group shall submit an invoice for services up to the effective date of the work suspension and the CLIENT shall pay PEA Group all outstanding invoices within 14 days. If the work suspension exceeds 30 days from the effective work suspension date, PEA Group shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

ARTICLE XV – TERMINATION. The obligation to provide further services under this Agreement may be terminated by either party upon 7-calendar day's written notice. Upon receipt of notice of termination from CLIENT, PEA Group shall immediately cease work and take all reasonable steps to minimize costs relating to termination. In the event of any termination, PEA Group will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder and other reasonable expenses incurred by PEA Group as a result of such termination. In the event PEA Group's compensation under this Agreement is a Fixed Fee/Lump Sum, upon such termination the amount payable to PEA Group for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by PEA Group, the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

ARTICLE XVI – SUCCESSOR, ASSIGNS. This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.

PEA Group shall not be required to sign any documents, no matter by whom requested, that would result in PEA Group's having to certify, guarantee or warrant the existence of conditions whose existence that PEA Group cannot ascertain. CLIENT agrees not to make resolution of any dispute with PEA Group or payment of any amount due to the PEA Group in any way contingent upon PEA Group's signing any such certification.

ARTICLE XVII – SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the CLIENT and PEA Group will work in good faith to replace an invalid provision with one that is valid and as close to the original meaning as possible.

ARTICLE XVIII – APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the parties consent to exclusive jurisdiction of all disputes hereunder in the State of Michigan.

ARTICLE XIX – ENTIRE AGREEMENT. CLIENT, by signing the attached Proposal, acknowledges that this Agreement has been read, understands it and agrees to be bound by its terms. The terms and conditions of this Agreement, together with the PEA Group Proposal (including attachments thereto) and any applicable Addendum, constitute the entire Agreement between the parties and supersede all prior oral or written representations, understandings and agreements. The CLIENT is expressly prohibited during the term of, and for one year following the expiration or termination of this Agreement, and it will be considered a material breach of this Agreement, to solicit for the purposes of employment an employee of PEA Group without the prior written consent of PEA Group. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PEA Group shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. Each person signing the Proposal represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.