



July 8, 2025
2024P032R1

Mr. Mike Brown
Conway Township
8015 N Fowlerville Rd.
Fowlerville, MI 48836

Subject: **Fee Proposal for a Community Noise Assessment**
Re: Proposed Headland Solar Energy Facility
Conway & Cohoctah Townships - Livingston County, MI

Dear Mr. Brown:

This proposal outlines our plan to assess the potential noise impact from a proposed solar energy facility in Conway and Cohoctah Townships, Livingston County, MI. With residents concerned about inverter and transformer noise, our study aims to provide Conway Township with an understanding of the expected noise impact. To achieve this, we will measure the sound levels of an existing solar facility and compare the results to predictions conducted as part of the approval process for installing this solar facility. From our measurements and comparison, we will provide our opinion for the expected noise impact produced from the Headland Solar Development in Livingston County. Our aim is to provide you with information that will aid with your decision-making for this important development. Our detailed scope of work follows.

Proposed Scope of Work: Acoustic Study for Headland Solar Development

Our work will help Conway Township understand the potential noise impact from the proposed Headland Solar development. We will do this by performing the following tasks:

1. Characterize Noise from an Existing Solar Facility:

- Conduct sound level measurements for 48 hours at a key residential property near an existing solar energy facility that is currently operating.
- This measurement is intended to capture the sound level and character of solar inverters.

2. Compare the Actual Versus Predicted Noise Impact for an Installed Solar Facility:

- We will compare the sound levels measured from an operating solar facility to the noise prediction study provided prior to the construction of that solar facility.
- Based on the comparison of these data, we will provide our opinion as to the value of the noise prediction when considering the actual noise levels and character produced by an operating solar energy facility. Additionally, we will use this

comparison to provide our opinion as to the expected noise impact from the proposed Headland Solar development, assuming the inverters will produce similar sounds to the facility we measure. We will look at overall noise levels and check for any noticeable tones.

3. Deliver a Detailed Report:

- We will provide a report that summarizes the results of our measurements, the noise characteristics of the solar facility sound levels and our opinion of the potential noise impact. This report will also compare our findings to any relevant noise guidelines or criteria that apply.

4. Discuss Findings with Conway and Cohoctah Townships:

- We will meet with Conway and Cohoctah Township officials to go over our study's results and answer any questions.

5. Present at a Public Hearing:

- We will attend public hearings, one in Conway Township and one in Cohoctah Township, to present a summary of our study's findings to the community.

Cost Estimate and Timing

We estimate that **30 hours** of K&SE technical staff will be needed to execute the scope-of-work described above. At an hourly rate of \$225/hour, (see our standard Terms & Charge Rates, included as Exhibit 1), plus instrument and expense charges of \$560, we expect total charges of **\$7,310** to accrue for this work.

Mr. Brown, we appreciate your calling us about this work and look forward to working with you. Please call if you have any questions or wish to discuss this in greater detail. To proceed, please sign and return the authorization statement provided below and return it to us with a retainer fee of **\$3,655** (50% of the expected charges).

Sincerely,
K & S ENGINEERS, LLC



Darren Brown, P.E.
INCE Board Certified
Principal Consultant

PROPOSAL ACCEPTANCE AND AUTHORIZATION TO PROCEED

The undersigned, an authorized representative of Conway Township, hereby accepts on behalf of Conway Township the Scope-of-Work and Terms (Exhibit 1) as detailed in K&SE Proposal No. 2024P032R1 dated July 8, 2025 for acoustical engineering services.

Name and Title

Signature

Date



EXHIBIT 1

TERMS AND CHARGE RATES (as of June 20, 2025)

Direct Effort and Billing Rates

K & S Engineers, LLC (K&SE) bills for professional services based on the time spent by technical staff. This includes work done in our office, at client sites, and travel time. Charges reflect the actual hourly rates of the personnel performing the work. For projects with a defined scope, we may use composite hourly rates for estimating purposes, but final billing is based on actual time and rates unless agreed otherwise in writing. Fixed-fee contracts may be offered when the scope is clearly defined. If the project scope or conditions change significantly, K&SE reserves the right to adjust the billing method or renegotiate terms.

Current hourly rates for principal consultants, consultants, and engineers range from \$160 to \$380 per hour, depending on individual qualifications and the nature of the work. A full rate schedule by staff category is available upon request.

Expenses and Reimbursable Costs

K & S Engineers, LLC (K&SE) charges separately for reimbursable expenses incurred in connection with a project. These include, but are not limited to, materials, specialized services, instrumentation, leased equipment, transportation, lodging, meals, and other direct costs associated with extended field work or special project requirements. Reimbursable expenses are billed at cost plus a 10% administrative charge. Mileage for travel to and from project sites is billed at \$0.90 per mile.

Retainer

A non-refundable retainer is required prior to the commencement of services for all new projects. The retainer amount shall be the greater of \$1,000 or 50% of the estimated project charges, unless otherwise agreed in writing. The retainer secures scheduling, project planning, and initial administrative effort. Retainer requirements may be waived at the discretion of K & S Engineers, LLC for long-standing clients or for clients with an active purchase order or other approved payment arrangement.

Authorization and Contract Requirements

Written authorization is required before K & S Engineers, LLC will commence any services. Acceptable forms of authorization include a signed proposal, an Authorization to Proceed agreement, or a client-issued Purchase Order that references the scope and terms outlined in our proposal.

Standard industry agreements, such as those published by the American Institute of Architects (AIA), may be accepted at our discretion. Non-standard contracts for projects exceeding \$10,000 may be considered on a case-by-case basis and are subject to review by our legal counsel and insurance carriers prior to acceptance.

Invoices and Payment Terms

K & S Engineers, LLC (K&SE) will issue invoices on a monthly basis, at defined project milestones, and/or upon project completion, depending on the nature of the engagement. All invoices are payable in full within thirty (30) days of the invoice date. Any errors or disputes related to an invoice must be submitted in writing within thirty (30) days of the invoice date. Undisputed invoices after 30 days are deemed valid and payable.

Past due balances will accrue interest at a rate of 1.5% per month (18% annually). Accounts that remain unpaid after ninety (90) days may be subject to additional collection costs, including attorney's fees and a surcharge of up to 25% to cover the cost of collection. K&SE reserves the right to suspend or terminate services on delinquent accounts.

Warranty Disclaimer

K & S Engineers, LLC performs its services using accepted engineering practices and professional judgment, based on the information, conditions, and tools available at the time. While reasonable care is taken to ensure the accuracy and reliability of our work product, we do not guarantee specific results or future performance. No expressed or implied warranties are provided, including warranties of merchantability or fitness for a particular purpose. This includes any products, equipment, or systems that may be referenced or recommended as part of our services.

Intellectual Property Rights

K & S Engineers, LLC retains all common law, statutory, and other intellectual property rights, including copyrights, in and to all proposals, reports, documents, acoustical databases, models, drawings, and specifications developed or delivered in connection with this project. Upon full and final payment of all fees due, the client is granted a non-exclusive, non-transferable license to use the copyrighted materials solely for the specific project for which they were prepared. Any reuse, reproduction, or distribution of such materials for other projects or purposes without the prior written consent of K & S Engineers, LLC is strictly prohibited.