



February 6, 2026

Deby Henneman
Hamburg Township
PO Box 157 10405 Merrill Road
Hamburg, Michigan 48139

RE: Proposal for Engineering Services
Lakeland Trail Pedestrian Bridge
Hamburg, MI

Dear Tony:

Thank you for the opportunity to submit a Proposal for engineering services for the work related to the Michigan Department of Natural Resources Trust Fund Grant including removal and replacement of the Zukey Lake Trail Footbridge and addition of amenities as well as develop an existing railroad bridge, currently being used as a pedestrian bridge, on the Lakeland Trail System, and replacing it with a proposed pre-engineered bridge.

We understand the scope of work is as follows:

SURVEY PHASE SERVICES

1. Topographic survey services including:
 - a. Perform topographic survey of the area around the existing bridge site with enough detail to prepare plans and specifications.
 - b. No extensive research or field property line / boundary surveys are anticipated. Property lines and ROW will be shown on the plans from available information.
 - c. IMEG to submit a Miss Dig design locate and provide a summary table of existing utilities provided by requested design locate.

DESIGN PHASE SERVICES

1. Bridge Design services including:
 - a. Coordinate soil boring depth and locations with Client's Geotechnical Engineer.
 - b. Coordinate pre-engineered truss style and deck type with Client.

- c. Prepare plans for two substructure abutments and foundation support system.
 - d. Prepare General Plan and Elevation of proposed pedestrian bridge.
 - e. Prepare plans for concrete approach pavement. Anticipated to be 10 feet long off each end of bridge.
 - f. Prepare plans for approach railing. Coordinate style and material type with Client.
2. Coordination of geotechnical investigation to be paid directly by Township.
3. Civil Design services including:
 - a. Coordinate project with adjacent railroad and prepare necessary permit application(s).
 - b. Prepare site drawing showing amenities (selected by Township) and other minor improvements.
4. Prepare front end and applicable civil specifications.
5. Prepare contract documents that are suitable for pricing and construction purposes.
6. Project design meetings:
 - a. Attend approximately 2 virtual design coordination meetings

BIDDING PHASE SERVICES

1. Issue documents to prospective bidders. Document will be issued in electronic format.
2. Respond to contractor questions.
3. Prepare addenda information as required.
4. Attend bid opening.
5. Assist with bid evaluation and recommend award to successful contractor.
6. Prepare Agreement Between Owner and Contractor.

CONSTRUCTION PHASE SERVICES

1. Construction administration including:
 - a. Attend Preconstruction Conference and issue minutes.
 - b. Answer Contractor questions and Requests for Information (RFIs).
 - c. Prepare Requests for Proposal (RFPs) and deliver to Contractor for pricing.
 - d. Review Contractor responses to RFPs and recommend change orders.
 - e. Prepare change orders to the contract.
 - f. Review Contractor pay applications and recommend all or partial payment.
2. Review shop drawing submittals for items requested in the contract documents.
3. Attend construction meetings



ASSUMPTIONS

1. Drawings of the existing project area and underground utilities, which accurately represent the existing conditions, will be provided to IMEG.
2. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
3. Geotechnical investigation will be by others.
4. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

COMPENSATION

We propose to provide the services described above on a time and material basis, plus tax, using our standard hourly billing rates (attached), with the project hourly fees broken down as follows:

Design and Bidding Phases	\$20,000
Survey Phase	\$5,000
Construction Phase	\$5,000
Total Project Fee (Hourly, Not-to-Exceed)	\$30,000

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Payment of plan review fees, permit fees, or other imposed governmental agency fees.
2. Necessary consultants as approved by Client.
3. Expenses for safety training, background checks, and drug testing to access the site.
4. Postage and delivery charges.
5. Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel.
6. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.



GENERAL

The attached Terms and Conditions dated September 2024 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.

Ted Erickson
Digitally signed by Ted Erickson
DN: cn=Ted Erickson, o=IMEG Consultants Corp, ou=IMEG
Erickson
Date: 2026.02.06 10:25:47 -0500

Ted L. Erikson, PE
Principal

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HAMBURG TOWNSHIP

Accepted:

Signature

Title

Date



1. Definitions:

"Agreement" - Collectively IMEG's proposal, these Standard Terms and Conditions, IMEG's Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

"Change Order" - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

"Client" - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

"Day(s)" - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

"IMEG" - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

"Losses" - Any loss, liability, claim, damage, cost, expense, and reasonable attorney's fees.

"Party" - Each of IMEG and Client; **"Parties"** means IMEG and Client collectively.

"Project" - The specific project for which Services are performed pursuant to this Agreement.

"Project Owner" - The party responsible for the initiation, funding, and oversight of the Project.

"Services" - The services or work performed by IMEG in any office location for Client on the Project.

"Standard Hourly Rates" - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location ("**Standard of Care**"). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG's negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client's other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor's work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor's performance or the failure of contractor's or subcontractor's work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one-and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Service: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of \$100,000.00. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification:

Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12. Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.



2026 STANDARD HOURLY RATES - CIVIL
(rates adjusted annually)

Senior Client Executive/ Senior Market Director / VP	\$260	Senior (Crew Chief / Coordinator) 2	\$140
Client Executive / Market Director	\$245	Senior (Crew Chief / Coordinator) 1	\$135
Project Executive	\$210	(Crew Chief / Senior Technician / Project Coordinator) 2	\$130
Senior Project Manager 2	\$205	(Crew Chief / Senior Technician / Project Coordinator) 1	\$125
Senior Project Manager 1	\$185	Technician 4 / Graduate Surveyor 2	\$115
Engineer of Distinction	\$220	Technician 3 / Graduate Surveyor 1	\$110
Senior Engineer 3	\$200	Technician 2	\$95
Senior Engineer 2	\$185	Technician 1	\$85
Senior Engineer 1	\$170	Designer of Distinction	\$180
Project Engineer 2	\$160	Senior Designer 3	\$165
Project Engineer 1	\$145	Senior Designer 2	\$155
Landscape Architect of Distinction	\$210	Senior Designer 1	\$145
Senior Landscape Architect 3	\$195	Project Designer 2	\$135
Senior Landscape Architect 2	\$175	Project Designer 1	\$130
Senior Landscape Architect 1	\$165	Designer 2	\$120
Project Landscape Architect 2	\$155	Designer 1	\$110
Project Landscape Architect 1	\$145	Design Technician 2	\$100
Planner of Distinction	\$210	Design Technician 1 / Intern	\$90
Senior Planner 3	\$195	Senior Construction Administrator	\$150
Senior Planner 2	\$175	Construction Administrator	\$140
Senior Planner 1	\$165	Senior Environmental Specialist 3	\$205
Project Planner 2	\$155	Senior Environmental Specialist 2	\$195
Project Planner 1	\$145	Senior Environmental Specialist 1	\$185
Planner 2	\$115	Senior Engagement Specialist 1	\$180
Planner 1	\$105	Environmental Specialist 1	\$165
Planner Technician 2	\$95	Environmental Technician 1	\$125
Planner Technician 1	\$85	GIS System Architect	\$135
Graduate (Designer / Planner) 2	\$130	GIS Analyst	\$130
Graduate (Designer / Planner) 1	\$120	Graduate (GIS Analyst) 2	\$125
Senior Land Surveyor 3	\$170	Graduate (GIS Analyst) 1	\$115
Senior Land Surveyor 2	\$155	Senior Administrative Assistant	\$95
Senior Land Surveyor 1	\$145	Administrative Assistant	\$85
Project Surveyor 2	\$135		
Project Surveyor 1	\$130		
Senior Crew Chief 3	\$150		

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.