

# PEA GROUP



844.813.2949  
PEAGROUP.COM

August 7, 2024  
Proposal No: 20-0164-PR1

via email: [gibb@downtownlakeorion.org](mailto:gibb@downtownlakeorion.org)

Mr. Matthew Gibb  
Lake Orion Downtown Development Authority  
118 N. Broadway St.  
Lake Orion, MI. 48326

**RE: Proposal for Boundary Survey  
Lake Orion Lumber, 215 S. Broadway  
Lake Orion, Oakland County, MI.**

Dear Mr. Gibb:

**PEA, Group** is pleased to provide this proposal for surveying services for the above-referenced project in the Lake Orion Michigan

## ***Project Description***

PEA Group understands that the Lake Orion Downtown Development Authority (DDA) would like to redevelop the former Lake Orion Lumber yard site located at the northeast corner of Atwater and Lapeer Rd (M-24) into a historic park facility. The subject parcels include several lots in the "Assessor's Plat of Deckers Addition" established in 1931, which was bisected by the former Michigan Central Railroad. Due to the convoluted nature of this property, PEA Group completed a preliminary boundary review for a perspective developer in 2020. In 2001 PEA Group was instrumental in the development of the Atwater Commons site located on the south side of Atwater Street adjacent to this property, providing both surveying and civil design services.

You have informed PEA Group that the DDA will eventually require surveying, engineering and environmental services, but to start the redevelopment process you have requested this proposal for a boundary survey, including limited planimetric mapping to develop conceptual site plans for the project.

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

## ***Scope of Services***

### **A. Boundary Survey**

PEA will research the property descriptions of the subject and surrounding parcels at both the local and county level. We will also gather any pertinent information obtained for the Atwater Commons project located on the south side of Atwater Street and review the title documents already provided. Using the information obtained PEA will perform a boundary survey to reconcile the boundaries of the prospective and adjoining parcels to produce an overall perimeter boundary of the potential

development. If an unusual boundary conflict is discovered the DDA will be contacted to review the matter prior to proceeding. Due to the potential future construction on the property, missing property corners will not be re-set. These corners can be re-set, post-demolition/re-construction under a later contract.

PEA Group will review the provided easements and restrictions of record and plot them on the final survey.

## **B. Limited Planimetric Mapping**

In conjunction with the boundary survey PEA Group will collect a limited amount of planimetric (no topographic elevations) mapping information to aid in the development of the site plans. You have indicated that the DDA would like to preserve several existing buildings, namely the main barn, office and possibly the supply shed. These buildings will be accurately surveyed, while the remaining buildings on the site will only be located in a generalized fashion. PEA Group will also map the location of the Paint Creek Trail and extent of the Leo's parking area adjoining the site.

## **C. Deliverables**

PEA Group will provide client a full sized (24"x36") PDF depicting the boundary information, applicable easements per the documents provided, and the planimetric mapping. Plots of the survey can be provided upon request. Additional fees for the plots will be based on reimbursable expenses outlined in the attached exhibit A. PEA Group can also provide the survey in electronic (AutoCAD) format upon request and payment of any outstanding invoices

## ***Fee Schedule***

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

Boundary Survey & Mapping	\$ 9,400.00	Lump Sum
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We thank you for the opportunity to submit this proposal. Upon receipt of this signed proposal, arrangements will be made to begin the project. PEA Group requests that a site contact be notified of our impending site visit.

Based on our current workload PEA anticipates providing client a preliminary survey approximately 4 weeks from authorization to proceed.

## ***Additional Services***

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

- ALTA/NSPS Land Title Survey
- Topographic & tree Survey
- Civil Engineering / site planning
- Phase 1 / Brownfield assistance
- Parcel Consolidation & Easement exhibits
- Landscape Architecture
- Construction Layout

### ***Assumptions and Understandings***

The following assumptions and understandings apply to this project:

- Client understands that the scope of this survey should not be considered an ALTA survey or a design grade topographic survey and is solely intended to be used for conceptual site plans. These services can be proposed as the project moves forward.
- Pricing is based on the site being generally clean and free of overgrown vegetation and lumberyard debris
- This proposal does not include services related to making “significant” modifications to the survey as a result of the review of a third party. These revisions, if any, shall be considered an additional service and billed on a Time & Material basis according to the attached hourly rate schedule.
- Underground utilities will be based upon observed evidence only, and may not include all utilities. A utility survey can be performed during any future topographic surveys
- This proposal is valid for a period of 45 days from the date of this proposal.
- All work shall be performed in accordance with the standard terms and conditions indicated on the attached Hourly Rate Schedule.

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

Mr. Gibb, 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**



Kevin T. Roach, P.S.  
Survey Project Manager

Attachment: Exhibit "A"

**Lake Orion Downtown Development Authority**

***"Client"***

Signatory is responsible for payment

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_



**EXHIBIT "A"**  
**2024 HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES**  
(Hourly Rate Schedule is subject to annual increases)

ADMINISTRATIVE SERVICES .....	\$80.00	PROJECT SURVEYOR .....	\$150.00
CAD TECHNICIAN I .....	100.00	SENIOR PROJECT SURVEYOR .....	155.00
CAD TECHNICIAN II .....	105.00	STAFF ENGINEER I .....	120.00
CAD TECHNICIAN III .....	110.00	STAFF ENGINEER II .....	130.00
ECOLOGICAL TECHNICIAN I .....	120.00	STAFF ENGINEER III .....	140.00
ECOLOGICAL TECHNICIAN II .....	125.00	SENIOR STAFF ENGINEER / STAFF ENGINEER IV .....	150.00
ECOLOGICAL TECHNICIAN III .....	130.00	STAFF SURVEYOR I .....	115.00
ECOLOGICAL TECHNICIAN IV .....	135.00	STAFF SURVEYOR II .....	120.00
ENGINEERING TECHNICIAN I .....	100.00	STAFF SURVEYOR III .....	125.00
ENGINEERING TECHNICIAN II .....	110.00	SENIOR STAFF SURVEYOR .....	125.00
ENGINEERING TECHNICIAN III .....	115.00	SURVEY CAD TECH I .....	80.00
ENGINEERING TECHNICIAN IV .....	125.00	SURVEY CAD TECH II .....	85.00
ENGINEERING TECHNICIAN V .....	130.00	SURVEY CAD TECH III .....	110.00
LANDSCAPE DESIGNER I .....	95.00	SURVEY CREW CHIEF I .....	110.00
LANDSCAPE DESIGNER II .....	110.00	SURVEY CREW CHIEF II .....	115.00
LANDSCAPE DESIGNER III .....	120.00	SURVEY CREW CHIEF III .....	120.00
LANDSCAPE DESIGNER IV .....	130.00	1 PERSON SURVEY CREW .....	155.00
LANDSCAPE ARCHITECT .....	135.00	2 PERSON SURVEY CREW .....	195.00
SENIOR LANDSCAPE ARCHITECT .....	140.00	3 PERSON SURVEY CREW .....	250.00
PROJECT COORDINATOR I .....	145.00	SURVEY TECHNICIAN I .....	85.00
PROJECT COORDINATOR II .....	150.00	SURVEY TECHNICIAN II .....	90.00
PROJECT COORDINATOR III .....	160.00	SURVEY TECHNICIAN III .....	115.00
SENIOR PROJECT COORDINATOR .....	165.00	SURVEY TECHNICIAN IV .....	125.00
PROJECT DESIGNER I .....	125.00	SURVEY TECHNICIAN V .....	130.00
PROJECT DESIGNER II .....	155.00	FIELD TECHNICIAN .....	115.00
PROJECT ENGINEER .....	155.00	FIREPROOFING OBSERVATION .....	100.00-130.00
SENIOR PROJECT ENGINEER .....	165.00	CERTIFIED WELDING INSPECTOR .....	100.00-130.00
PROJECT MANAGER I .....	155.00	CONSTRUCTION INSPECTOR .....	115.00
PROJECT MANAGER II .....	165.00	PROFESSIONAL WETLAND SCIENTIST .....	165.00
PROJECT MANAGER III .....	175.00	REGISTERED ROOF OBSERVER .....	100.00-130.00
SENIOR PROJECT MANAGER .....	190.00	PRINCIPAL .....	225.00

**GEOTECHNICAL ENGINEERING & CONSTRUCTION MATERIALS TESTING UNIT PRICES**

<b>LABORATORY TESTING</b>		<b>UNIT RATE</b>	<b>CMT PROFESSIONAL LABOR &amp; EQUIPMENT</b>		<b>UNIT RATE</b>
MOISTURE DENSITY RELATIONSHIP/ASTM D1557 .....	\$190.00	Per Test	ON-SITE OBSERVATION .....	\$350.00	Half Day
GRADATION ANALYSIS-SIEVE/ASTM C117/C136 .....	165.00	Per Test	ON-SITE OBSERVATION .....	670.00	Full Day
MOISTURE CONTENT DETERMINATION/ASTM D2216 .....	25.00	Per Test	ON-SITE OBSERVATION (With Nuke) .....	405.00	Half Day
ATTERBURG LIMIT DETERMINATION/ASTM D4318 .....	160.00	Per Test	ON-SITE OBSERVATION (With Nuke) .....	725.00	Full Day
ASPHALT MARSHALL DENSITY/ASTM D6926/D2726 .....	300.00	Per Test	ON-SITE OBSERVATION/WEEKEND OVERTIME/HOLIDAY .....	105.00	Hourly
ASPHALT EXTRACTION/SIEVE ANALYSIS/ASTM D2172 .....	300.00	Per Test	NUCLEAR DENSITY GAUGE .....	55.00	Per Day
LOSS ON IGNITION/ASTM D2974 .....	65.00	Per Test	FLOOR FLATNESS GAUGE (F-Meter) .....	750.00	Per Day
CONCRETE BEAMS/ASTM C293 .....	50.00	Per Beam	<b>UTILITY LOCATING SERVICES</b>		<b>UNIT RATE</b>
CONCRETE COMPRESSIVE STRENGTH/ASTM C39.(4in) .....	23.00	Per Cylinder	UTILITY LOCATING SERVICES .....	\$900.00	Half Day
CONCRETE COMPRESSIVE STRENGTH/ASTM C39 (6in) .....	28.00	Per Cylinder	UTILITY LOCATING SERVICES .....	1,600.00	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 .....	295.00	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, throw, 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 changes or adaptations, made after the 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 attorney's fees, arising out of 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 party's 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.