

Bloomfield Township Public Library

Building & Grounds Committee

Thursday, October 10, 2024 9:00 a.m.

Rumsey Board Room & Zoom

Join Zoom Meeting

<https://us06web.zoom.us/j/7163780334?pwd=S3BDZTNVY2h4d2k5TFhiWEI1Lyt2Zz09>

AGENDA

Old Business:

- Drainage Improvement Project– Joe Christopher, Spalding DeDecker
- Cedar Fascia Repair
- Roof Repair Update

New Business:

- None

Next meeting:

- Thursday, December 12, 2024 at 9:00 a.m. at the Library

**BLOOMFIELD TOWNSHIP PUBLIC LIBRARY
MEMORANDUM**

TO: Building & Grounds Committee

FROM: Tera Moon, Library Director

DATE: October 7, 2024

SUBJECT: Drainage Improvements Project

June 2023 : committee met with Joe Christopher and heard his idea to create a detention basin on the northeast corner of the Library campus (see minutes from 6/8/2023 meeting)

July 2023 : Quote from Spalding DeDecker to design and administer the bid process for construction of the detention basin plus other services. \$60,250

March 2024 : Joe Christopher shared design documents for detention basin

April 2024 : Joe Christopher met with Bloomfield Township engineers to preview the design to ensure a smooth formal design review. The meeting went well and the Township engineers were positive about the design.

May-June 2024 : Detention basin location staked. Discussions of landscaping, including getting Goldner Walsh on board and review of existing plant matter to keep and move or discard.

July 2024 : Joe Christopher met with Bloomfield Township engineer for a formal design review. They questioned the design and asked for further review.

September 2024 : Joe Christopher met again with Bloomfield Township engineering. During this meeting, the design was approved. The Township engineers questioned the Library's decision to create the basin if plans were under consideration to redo the parking lot.

Which is where we are now.

At this time, I recommend proceeding with the construction of the detention basin. While I would someday like to redo the parking lot, there are reasons to wait a few years. It is not urgent – especially if sump pumps and the basin alleviate flooding. Hugo is having some work done to camera and clean out the existing detention basin (under the west

side of the parking lot). Construction in the parking lot will be extremely disruptive to library service. If these other measures end the flooding, then we could proceed with just a “mill and overlay” of the parking lot and not a complete reconstruction. It’s my understanding that a mill and overlay of the existing pavement would not require any additional stormwater management. If the pavement were to be completely removed and replaced, that portion of the site would need to be brought up to current Oakland County WRC standards requiring infiltration testing, stormwater detention, water quality treatment, etc.

Additionally, redoing the parking lot would be significantly more expensive. Joe had provided some rough estimates for two projects: building the basin in the northeast lawn and redoing the parking lot and installing new basins underground. For the above ground basin, the estimate was \$220,000. The parking lot replacement and basin work would be about \$1million.

If you think proceeding with the basin is the right thing to do, the next step would be for Joe to request bids from construction firms. We may not be able to complete this work till spring because the work would have to be bid out and then awarded by the library board. This would take time and winter is coming which would make this work more difficult if not impossible. In the meantime, Hugo would like to proceed with getting a sump pump installed on the central pit (the one in the Maintenance Workshop; the primary flooding point) over the winter. We would like to hire Rolls Mechanical to do that work as we have a good relationship with them and a high level of trust in their abilities to do a good job.

For your reference, I am including meeting minutes from three building and grounds committee meetings which will help you see the progression of this project and some of the decisions made along the way. I also included the quote for design work that Joe Christopher prepared for us in July 2023.

Included in this packet are:

- Minutes from June 8, 2023 building and grounds committee meeting
- Minutes from April 11, 2024 building and grounds committee meeting
- Minutes from June 13, 2024 building and grounds committee meeting
- Quote from Spalding DeDecker for design work

PROPOSED MINUTES OF THE BLOOMFIELD TOWNSHIP PUBLIC LIBRARY BUILDING AND GROUNDS COMMITTEE

The meeting of the Bloomfield Township Public Library Board of Trustees Building and Grounds Committee was held at 9:00am on Thursday, June 8, 2023.

Trustees Present: Trustees: Keith Carduner (via Zoom), Dani Gillman, Judy Lindstrom, Joan Luksik, Shane Spradlin

Administration: Tera Moon, Library Director; Katherine Bryant, Assistant Director; Hugo Cardenas, Facility Services Department Head

Guests: Joe Christopher, Spaulding DeDecker

Lower-level water investigation

Director Tera Moon introduced Joe Christopher of Spaulding DeDecker. Joe shared options to solve the flooding issue in the lower level. He took a conservative approach to determining how much water needs to be detained, based on current Oakland County standards. The first option is an aboveground detention basin on the northeast corner of the Library site, near the corner of Lone Pine Rd and Timberlake Dr. The large trees in the area, including the Dawn Redwoods, would be preserved, but a few small ornamental trees would need to be moved. It is proposed to be four feet deep, and when not filled with water, it would be a wetland or filled with appropriate plantings. This design would serve as an overflow holding area for the water pipe along the east side of the building, retaining water until the pipe can handle the flow. An alternate site for this detention basin is along the north side of the building. Another option is an underground detention basin on the east side of the parking lot, which would be an addition to an existing basin in that area.

Joe discussed the cost estimate for the project, with two options. The first option includes both lawn and parking lot detention basins, and includes repaving the entire parking lot, for a total of \$974,826. Joe recommended installing the parking lot detention basin at the end of the life of the parking lot, when repaving would be necessary anyway, as this is a substantial cost in this option. The second option does not include the parking lot detention basin, for a total of \$211,786. Both options include landscaping and restoring the grounds. Additional items could be added on, including a backflow preventer or a pump station at the central sump and replacing the existing landscaping with swale on the north side of the building. A cost estimate for a pump station needs further investigation.

Joe recommended that the best solution for the value is to install the aboveground detention basin and the pump station, for a total of approximately \$350,000-400,000. This would bring the property in line with modern standards. He assured the committee that the lower level would never flood again if these measures were implemented. He recommended engaging the Township in the discussion.

Joe shared photos of the Library grounds to clarify the proposed plans and the group discussed the various options in more detail. The committee decided to move forward with Spaulding DeDecker, asking for a proposal to be presented at the August 10 Building and Grounds Committee meeting and voted on at the August 16 Board meeting. The proposal should include the aboveground detention basin and related costs, to be completed in spring 2024. The Library will work with another company to install the pump station, potentially to be completed in winter 2023-2024. Joe will consider the timing of both projects and make a recommendation.

Roof Update

Tera recounted a meeting at which Chris Schlaps (from Rewold and Son) and Richard Renaud (from Quinn Evans) shared information about the roofing problems with her and Hugo. There were four companies involved

with the original installation, and none have taken responsibility for the current issues. Tera has been unable to connect with Richard since the May Board meeting. At this point, the work will not be completed this year, due to scheduling and weather concerns. Additionally, there aren't many contractors who perform this type of work. There are three distinct issues: the skylights, the membrane, and the cedar fascia. Tera would like to invite Chris and Richard to the August 10 Building and Grounds Committee meeting to explain the issues and answer questions.

No other business was discussed.

Next meeting: Thursday, August 10 at 9:00 a.m. in the Board Room. Meetings will be held the second Thursday of each month at 9:00 a.m.

PROPOSED MINUTES OF THE BLOOMFIELD TOWNSHIP PUBLIC LIBRARY BUILDING AND GROUNDS COMMITTEE

The meeting of the Bloomfield Township Public Library Board of Trustees Building and Grounds Committee was held at 9:00 a.m. on Thursday, April 11, 2024.

Trustees Present: Trustees: Keith Carduner (via Zoom), Dani Gillman (via Zoom), Judy Lindstrom, Shane Spradlin

Administration: Tera Moon, Library Director; Katherine Bryant, Assistant Director; Hugo Cardenas, Facility Services Department Head

Guests: Joe Christopher, Spalding DeDecker

Roof Repair Update

The next phase of the roof repair involves selecting a material from three samples that were tested over the winter, then hiring a roofing company to complete the repairs. Facility Services Department Head Hugo Cardenas and Library Director Tera Moon are working with Chris Schlaps of Frank Rewold & Sons as he seeks a contractor who can effectively manage the project's size and scope, preferably one he has worked with in the past. He intends to provide quotes and proposals before the April 23 board meeting, which Tera will include in the April board packet. Unfortunately, Chris will not be able to attend that meeting. The Board members are encouraged to review the proposals and submit any questions to Tera in advance of the April meeting so she can work with Chris and Hugo to provide answers. During the April meeting, the Board will have the opportunity to discuss the proposals and ask questions. If a decision cannot be reached in April, Chris could attend the May meeting to provide further clarification if necessary. Delaying the decision will not impact the roofing work.

Review of capital projects planned for 2024-2025

Hugo reviewed several capital projects planned for this fiscal year, each of which are under \$10,000. These projects include:

- Power washing the exterior of the portico and refurbishing the cedar fascia where needed.
- Power washing and resealing pavers on the terraces.
- Installing a carbon monoxide sensor on the building maintenance system (BMS).
- Replacing the automatic transfer switch for the generator, which was completed on Tuesday.
- Investigating HVAC issues in the Adult and Teen Services and IT workrooms, which tend to be excessively cold. The maintenance tech will be inspecting the issue on Monday in hopes of resolving it this year.
- Installing a new humidifier in the archive room. This new unit will be more up-to-date, smaller in size, and easier to work on.
- Repairing sidewalks and curbs throughout the grounds, especially along the youth services side, and adding a curb cut where employees enter.

Drainage Improvement Project (formerly Lower-Level Water Investigation) – Joe Christopher, Spalding DeDecker

Joe Christopher of Spalding DeDecker has proposed creating a detention basin at the corner of Lone Pine Road and Timberlake Drive. This basin would serve as a collection point for water, allowing it to drain slowly into the system and preventing backup into the lower level. Joe talked the group through his preliminary design for the basin. He met with the Bloomfield Township Engineering Department last week, and they are supportive of the proposal. He anticipates a smooth process. While the Township wants to review the plans, it may not require a permit.

There was discussion about installing a manhole structure to restrict flow out of the basin to 1.0 CFS, providing a benefit to the Township by reducing the burden on their system. However, the Township recommended against this, as it could also restrict flow back into the system. Leaving this out would reduce costs for the Library.

The detention basin is designed to collect water that will drain fairly quickly to offset any overflow while the system catches up. At its deepest point, the basin will be about four feet deep. Trustee Keith Carduner expressed concern about safety, but the basin will have a very gentle slope. Trustee Judy Lindstrom suggested dense vegetation to deter people from entering the area. The north side of the building will feature a shallower area, like a swale, which can be heavily planted. The more open basin area will have plantings along the edge, including some water-loving plants that will also help 'clean' the stormwater and benefit the surrounding area. Tera suggested including signage explaining the environmental benefits of the basin, as the Library is a learning organization.

A major concern is the landscaping around the basin. Judy and Jim Slezinski of Goldner Walsh will work to ensure it is aesthetically pleasing. Some existing landscaping will need to be removed, including the landscape berm on the north side, one large tree on the east side, and 2-3 smaller trees that are not thriving. The dawn redwoods will not be touched. The group discussed types of plantings for the basin and whether irrigation would be necessary. Joe mentioned they could work with their landscaping group or the Library's landscape company for plantings. The group discussed sharing plans with neighboring residents and estimated that the entire project would take 6-8 weeks, with major construction lasting about a week. Additional costs for landscaping, labor, and irrigation rerouting will be incurred.

Joe outlined the next steps, which include creating a set of documents for formal approval from the Township, bidding the project out, and selecting a contractor. The group decided to have Spalding DeDecker bid out the project and agreed to contact Jim Slezinski promptly to begin discussions about plantings and the preservation of existing plants. Tera and Judy will work with Jim as a subcommittee.

No other business was discussed.

Next meeting: Thursday, June 13, 2024 at 9:00 a.m. in the Board Room.

PROPOSED MINUTES OF THE BLOOMFIELD TOWNSHIP PUBLIC LIBRARY BUILDING AND GROUNDS COMMITTEE

The meeting of the Bloomfield Township Public Library Board of Trustees Building and Grounds Committee was held at 9:00 a.m. on Thursday, June 13, 2024.

Trustees Present: Trustees: Keith Carduner (via phone), Dani Gillman, Judy Lindstrom, Joan Luksik, Joy Murray, Shane Spradlin

Administration: Tera Moon, Library Director; Katherine Bryant, Assistant Director; Hugo Cardenas, Facility Services Department Head

Guests: Joe Christopher, Spalding DeDecker

Drainage Improvement Project – Joe Christopher, Spalding DeDecker

Tera and Joe shared a conceptual rendering of the proposed bioswale/detention basin, which includes beautiful landscaping. New plantings will be coordinated with Goldner Walsh.

Joe submitted the plans to the Township on May 14. He received a call two weeks later requesting additional information, which he provided. Everything seems positive and Joe does not anticipate any objections, as this isn't a very complicated project. The Township review should be complete by the end of this week.

Joe will plan to put the project out for bid on Monday, June 24. The group discussed if the proposed pump should be included in the bid, as it would be a different line of work than that hired for the detention basin, and the group decided that the Library would work with our own vendor on this portion of the project.

Joe discussed the timeframe for the project, which will be dependent on the contractor's availability. Ideally, work will either be substantially completed by the October 5 60th Anniversary Celebration, or it will begin after that date. The major construction should take about 2-3 weeks. The group agreed to aim for bid approval at the August 20 board meeting, which still gives enough room for either timeframe. The pump should be installed after the detention basin is created.

The group planned to walk through the proposed basin area after this meeting, then Hugo and his team will remove the stakes before the bid goes out.

Roof Repair Update

Tera reviewed work done thus far on the roof repair project, then shared quotes procured by Chris Schlaps of Frank Rewold & Sons for the second phase of the project. Chris obtained quotes for two options. The first option is to install cover tape around the perimeter of the roof to bridge from the existing membrane to the existing gravel stop. The second option is to install cover tape around the perimeter of the roof to bridge from the existing membrane to the existing gravel stop, and install a new gravel stop over the existing gravel stop to keep continuous pressure of the cover of the tape joint. There were also two quotes that included a solution offered by Sika, the manufacturer of the membrane, which would provide the Sika materials at no cost to Sika-certified installers and resume a 20-year warranty.

Five companies provided bids: Artisan, Esko, Molnar, ABI, and CEI. Molnar and CEI are Sika-certified, and they also provided options that would include resuming the Sika warranty, at a substantially higher price.

Tera, Hugo, and Chris recommended hiring Artisan for option two, at a price of \$52,541.61. Installing the additional gravel stop and the tape will fortify the roof perimeter satisfactorily. In addition, Artisan also offered an annual roof maintenance agreement for \$4200. The Board agreed with the Library's recommendation.

There will be a vote at the board meeting on Tuesday, June 18. Tera will let everyone know when the work is slated to start.

Cedar Fascia Repair Quote

The cedar fascia around the building is in poor condition due to weather and pests. It typically requires annual maintenance, but for several reasons, it has not been normal repairs have not been completed since 2019. Hugo obtained a quote for \$44,000 from DuRoss, the firm that has maintained the cedar fascia in the past.

Hugo also identified a more permanent solution – replacing all the cedar fascia with engineered wood that looks similar to cedar and has a lifespan of 15-20 years. It would be weather- and pest-proof, and he could get multiple color samples to choose from. He shared a sample with the group. The cost to replace the cedar around the building would be \$201,000.

The group had several questions about the sustainability, eco-friendliness, and weather and pest resistance of the engineered wood. It was decided to pause the repairs until additional research can be conducted.

Next meeting: Thursday, August 8, 2024 at 9:00 a.m. in the Board Room.

July 11, 2023

Ms. Tera Moon, Library Director
Bloomfield Township Public Library
1099 Lone Pine Road
Bloomfield Township, MI 48302

Email: moontera@btpl.org

**Re: Bloomfield Township Public Library Drainage Improvements - Phase One
Proposal for Surveying and Engineering Services
Job No.: PR21-558**

Ms. Moon:

Spalding DeDecker (SDA) is pleased to have this opportunity to present this proposal for professional services for the library (BTPL). Our understanding of the project, scope of services, and fee follow.

PROJECT UNDERSTANDING

SDA has completed and presented our findings of the drainage system analysis on the property. That analysis included several recommendations, some of which the library would like to undertake at this time:

- Provide stormwater outlet control and detention for the drainage system on the east side of the building
- Provide a backup pump system in the lower level sump to pump stormwater in the event of a backup in the system
- Option to improve roof runoff conditions on the east and west sides of the building (at scupper overflow locations)

SCOPE OF SERVICES

Surveying Services

Topographic Survey

Please note that we are providing a fee for surveying the entire property, understanding that you intend to undertake other improvements in the coming years. We understand this fee may be more than you would have anticipated and can reduce our scope to just the Phase One improvement areas if you prefer.

SDA will provide detailed survey mapping within the limits of survey as shown in yellow on the attached aerial. **This overall area is very busy with landscaping and trees.** We will use a variety of surveying technologies to perform our work for efficiencies and best value to the Bloomfield Twp Library. Elevations will be measured to an accuracy of +/- 0.01 feet on all hard surfaces and +/-0.10' on the soft areas. The field work will indicate the grading of the site, including potential drainage patterns. Grades will be acquired as needed by the design engineer. The spot elevations will be interpolated to develop one-foot contours and our deliverable will be an AutoCAD Civil 3D drawing that includes an electronic surface.

All visible features, utilities, and surface types within the limits of survey will be located and described on the survey. The building walls, overhangs and door locations within the survey limits will be shown graphically but will not be dimensioned on the survey. Finish floor elevations at doors and grades adjacent to the building within the survey limits will be measured. Downspouts will be located. Pavement, curb sizes and types will be labeled along with the top of curb and gutter elevations being clearly plotted and called out on the survey. Elevations will be measured every 50 feet plus at all high and low points.

Individual trees will be located and shown in the maintained lawn areas, with the size noted. **A tree inventory that conforms to the Bloomfield Twp Tree Ordinance that includes tagging, species, size and health by a registered forester will be provided in the area on the east side of the building, north of the parking lots and east to the curb line of Timberlake Drive.** Landscaping on the site and around the building is considerable. The survey will show the landscaped areas but will not be detailing out individual bushes, rock boulders, etc.

SDA will contact the local utility companies as part of the Miss Dig Design Ticket and obtain their record available utility information. Within the mapping limits, utilities will be located and shown from a combination of traditional surveying field measurements and record information. Structure rims, pipe size, inverts and connections will be measured and shown in a table format on the final drawing. If storm sewer utilities are plugged with either water and / or debris, this will be noted on the survey and additional work will need to be coordinated if a complete answer is needed. We request to be furnished any original site plans or other record drawings that can be used as reference for utility connections. As part of this scope of work, a private underground utility locating service is not included. If after our field work and research it is together determined that additional effort such as Ground Penetrating Radar (GPR) is needed to help locate any underground utilities, we can help coordinate this additional expense in site specific areas as needed.

Property Lines

Based upon a combination of County GIS data, found field monumentation and occupation, the survey will graphically show the property lines of this parcel. A certified boundary survey is not included in this scope of work. We request to be furnished any surveys, site plans, deeds or other available information that can be used as reference for the property lines of this parcel of land.

Title Search / Easements

A title search will provide the last deed of record for a parcel of land (this is better to work from than a generic tax description) and discover any easements that have been granted that may encumber a specific property. SDA will secure a 100-year title search for easements and obtain the vesting deed of record for this property. Based upon this information, we will analyze and graphically show the legal description of this parcel and graphically show any provided easements on our deliverable drawing.

Design Services

Drainage Improvements – East Side

Based on our analysis, we believe one of the reasons the stormwater backs up into the building is that the system is overloaded and beyond its capacity. One option we have proposed is to restrict the runoff from the east side of the building and allow for the water to back up into a holding area that would be constructed in the lawn area. This would relieve some of the burden on the main storm system and reduce backups.

We will design this system and work through the review with the Township to obtain their approval. We assume that we will only need to go through an engineering review with them, and that site plan and planning commission review is not required. We also assume that they will not require us to provide a stormwater management system per the current ordinance, understanding that we are trying to retrofit a system the best we can to help with the flooding problems.

Sump Pump Design

We understand the library would like to install a pump in the lower level sump at the south end of the building to assist with relieving overflow conditions. SDA will design a system similar to the existing overflow pump that was installed in the basement.

Roof Runoff Improvements

We understand the library would like to consider an option to improve the collection of rainwater from the roofs to address the wet conditions in the lawn areas. SDA will design a system to collect this runoff at the overflow points and route it to the storm sewer system.

Review/Permitting

Upon completion of the construction documents and acceptance by the owner, we will move forward with permitting. This task will include the following:

- Submit plans to the applicable agencies for plan review and meet with them as necessary to understand requirements to gain their approval.
- Receive review comments and revise the plans to address agency comments in order to gain agency approvals. Permit acquisition is assumed to be by the owner or contractor.

Bidding and Construction Phase Services

We will provide customary services during the bidding and construction phases, including preparation of bid package, reviewing bids and assisting with selection of contractor, pre-construction meeting, occasional site visits to assess the quality and progress of construction, reviewing questions and RFIs, shop drawing review, and punch list preparation. **This work will be provided as needed and will be billed on an hourly basis.**

FEE

SDA will provide the above-noted services for the following fees:

- | | | |
|---|---|---|
| • Topographic Survey | - | \$ 17,800 |
| • Drainage Design – East Side | - | \$ 14,500 |
| • Sump Pump Design | - | \$ 12,500 |
| • Roof Runoff Improvements | - | \$ 5,500 (Optional – please initial if this is to be included <u>tm</u>) |
| • Review/Permitting | - | \$ 4,000 |
| • Bidding and Construction Phase Services | - | \$ 5,000 (T&M estimate) |
| • Title Search | - | \$ 950.00 (estimate-will be billed at actual cost) |

We will invoice for our services monthly based on the percent complete. Please refer to the attached Terms and Conditions for payment and other contract condition requirements.

We thank you for the opportunity to submit this proposal. If you wish to discuss any aspect of this proposal, please call at your earliest convenience. If the proposal is acceptable, return a signed copy as our authorization to proceed.

Sincerely,

SPALDING DEDECKER


Thomas Sovel, PE
Senior Project Manager
Land Development

Attachments: Survey Limits
 Hourly Rates
 Terms and Conditions

Accepted By:

BLOOMFIELD TOWNSHIP PUBLIC LIBRARY



Date: 10/30/2023

SURVEY LIMITS



HOURLY FEE SCHEDULE
Effective January 1, 2023

PROFESSIONAL SERVICES

Where it is agreed that fees for our services will be based upon the time worked on the project, such fees will be computed at the following Hourly Rates, for each of the following classified services.

LASSIFICATION	HOURLY
Project Executive	\$216.00
Senior Project Manager	\$195.00
Project Manager	\$178.00
Senior Planner	\$160.00
Senior Project Engineer 2 / Assistant Project Manager +	\$160.00
Senior Project Engineer +	\$144.00
Associate Planner	\$120.00
Project Engineer +	\$133.00
Engineer +	\$122.00
Planner	\$88.00
Graduate Engineer +	\$107.00
Senior Designer +	\$133.00
Designer +	\$114.00
Senior Mapping Specialist +	\$130.00
Mapping Specialist +	\$118.00
Senior CAD Technician	\$108.00
CAD Technician 2 +	\$97.00
CAD Technician 1 +	\$88.00
Engineering Technician +	\$90.00
Sr. Project Surveyor +	\$155.00
Project Surveyor +	\$130.00
Senior Survey Technician	\$130.00
Survey Technician +	\$120.00
Senior Survey Assistant +	\$78.00
Survey Assistant +	\$68.00
One (1) Person Survey Crew (W/ Robotic Equipment) +	\$135.00
Two (2) Person Survey Crew +	\$192.00
Professional Traffic Engineer	\$162.00
Graduate Traffic Engineer +	\$118.00

For classifications indicated with "+", overtime work will be charged at a rate 1.3 times the indicated rate, for time worked in excess of 8 hours per day.

TERMS AND CONDITIONS

Access To Site:

The client affirms that it has legal rights to work on the property, and unless otherwise stated, SDA will have access to the site and adjacent sites for activities necessary for the performance of the services.

Billings/Payments:

Invoices for SDA's services shall be submitted, at SDA's option, either upon completion of such services or on a monthly basis. If the client has questions or concerns regarding the invoice, the Client must notify SDA in writing within 10 days of the invoice date. Not providing such notification to SDA in this manner will indicate the Client's acceptance of the invoiced amount for payment. If a portion of the invoice is in question, the client shall be obligated to pay any portion not in question. Invoices shall be payable within 45 days after the invoice date. If the invoice is not paid within 45 days, SDA may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Client agrees that payments to SDA are not subject to local or state agency approvals, permit acquisitions, third party agreements, project financing, or closings. Retainer amount, if indicated on the proposal, shall be credited on the final invoice.

Late Payments:

Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Lien Rights:

SDA shall have all the construction lien rights pursuant to the Michigan Construction Lien Law (MCLA 570.571 et seq) and as client makes payments, SDA will issue partial or full and unconditional waivers of lien (as the case may be) to the client. Waivers may be conditional if payment is not in hand. Client agrees that the services by SDA are considered property improvements and the Client waives the right to any legal defense to the contrary.

Indemnification:

Each party shall, to the fullest extent permitted by law, indemnify and hold harmless the other party, its officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by either party under this agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of either party.

Errors and Omission:

It is recognized by the Owner and SDA that no set of contract documents are error or omission free. In light of this fact, the Owner and SDA agree that:

1. If errors and/or omissions in the project are detected in the contract documents before the work is in place, the cost of any re-design required to incorporate the item or feature omitted or to correct the error shall be borne by SDA. The cost to change the documents shall be the limit of SDA's liability. Any additional construction costs in this instance resulting from the inclusion of the omitted item or feature shall be borne by the owner.
2. If errors in the project are detected in the contract documents after the work is in place, and if revision, removal or replacement of a portion of the work is required, the SDA shall bear the cost for this revision, removal and/or replacement. However, if the replacement item is of a higher value than what was removed, the difference in value shall be borne by the Owner as it adds betterment to the project.
3. If omissions in the project are detected after bidding, and a change order is required to address the omission, and the total of all omissions detected exceed the national "standard of care" average of 3.0%, the the architect shall bear the costs associated with premium charges that would not have been incurred if the omitted item was included in the original bidding documents.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and SDA, the risks have been allocated such that each party agrees that, to the fullest extent permitted by law, SDA's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$10,000.00 or the contract amount, whichever is greater, and that an award of damages not to exceed such fee is the Client's sole and exclusive remedy against SDA. Such causes include, but are not limited to, SDA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Standard of Care:

In providing services under this Agreement, SDA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SDA makes no warranties, express or implied, under this agreement or otherwise, in connection with any services performed or furnished by SDA. Upon notice to SDA and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

Affidavit of Merit for Claims against SDA:

If the Client files an action alleging malpractice or negligence against SDA, Client shall file with the complaint an affidavit of merit signed by an engineer duly licensed in the State where the project is located. The licensed engineer shall state in the affidavit of merit all of the following:

- (a) that he or she has reviewed all records supplied by the Client concerning the conduct that is the subject of the affidavit.

- (b) that he or she has reviewed the applicable standard of practice or care.
- (c) that it is his or her opinion that the applicable standard of practice or care was breached by SDA.
- (d) a detailed description of the actions that should have been taken or omitted by SDA to have complied with the applicable standard of practice or care.
- (e) the manner in which the breach of the standard of practice or care was the proximate cause of the alleged injury to the Client.

To qualify to sign an affidavit of merit, an individual shall be licensed as an engineer in the state where the project is located, and during the year immediately preceding the date of the conduct that is the subject of the affidavit, have devoted a majority of his or her professional time to the active practice of engineering on projects of a similar nature.

Attorney Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

Termination of Services:

This agreement may be terminated by the Client or SDA should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay SDA for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents and Electronic Files:

All documents and files produced by SDA under this agreement shall remain the property of SDA and may not be used by the Client for any other endeavor without the written consent of SDA. SDA shall retain all common law, statutory and other reserved rights, including the copyright thereto. If CAD files are requested and SDA agrees to release the files, a service fee will be required along with a signature on SDA's standard release form.

Reimbursable Expenses:

The following items are reimbursable to the extent of 110% of actual expenses accrued for the project: 1.) printing and reproductions, 2.) Shipping, Handling, and/or Delivery, 3.) Renderings, 4.)Expense of overtime work if authorized by the owner

Certificates, Guarantees, and Warrantees

SDA shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of SDA, increase SDA's risk or the availability or cost of its professional or general liability insurance. This includes documentation pertaining to guarantees, certificates, and warrantees.

Code Compliance

SDA shall exercise usual and customary professional care in its efforts to comply with all laws, codes and regulations in effect as of the date of this proposal. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle SDA to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, SDA shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with SDA in an effort to resolve this conflict.

Construction Phase Services

It is understood and agreed that SDA's Basic Services under this Agreement include project observation or review of the Contractor's performance or any other construction phase services as a T&M service. If the client chooses to handle construction phase services on their own, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against SDA that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SDA, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of SDA or its subconsultants. If the Client requests in writing that SDA provide any specific construction phase services, then they shall be compensated for as Additional Services as provided this proposal.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor SDA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and SDA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and SDA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and SDA further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

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

Betterment

If, due to SDA's negligence, a required item or component of the project is omitted from the construction documents, SDA shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will SDA be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

Jobsite Safety

Neither the professional activities of SDA, nor the presence of SDA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. SDA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, SDA and SDA's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Opinions of Probable Construction Cost

In providing opinions of probable construction cost, the Client understands that SDA has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that SDA's opinions of probable construction costs are made on the basis of SDA's professional judgment and experience. SDA makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from SDA's opinion of probable construction cost.

Permits and Approvals

SDA shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which SDA's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by SDA and included in the scope of Basic Services of this Agreement. SDA makes no guarantees that permits will be issued, and payment to SDA is not contingent upon approvals or permits being issued.

Utility Surveys

If a utility survey is part of SDA's scope of services, we will make reasonable efforts to locate and accurately depict existing utilities on the survey drawing. SDA's efforts will include research and gathering of data from the appropriate utility authorities, field locating visible surface features, and measuring depths and directions of underground utilities where visible. If SDA finds that inverts or pipe directions can not be determined due to debris or obstructions in manholes, gate valves, catch basins, etc., we will notify the Client of the situation and recommend cleanout of the structures. If a return visit is required to obtain invert data after field work is complete, this will result in additional fees. If the client chooses not to clean out the structures, SDA will not be held liable for conflicts or problems that occur as a result of utilities that we were unable to locate. Unless specifically stated in the proposal, SDA's services do not include subsurface investigation measures to locate underground utilities. This includes sonar, radar, or laser ground penetration devices, as well as physical excavation to determine utility locations.

Boundary Surveys

Due to the nature of a boundary survey, boundary problems occasionally can arise that may require additional fees to be assessed. If these extenuating circumstances occur while performing the boundary survey, the client will be notified immediately as to the problem. Examples of such problems are gaps or overlaps in legal descriptions, ambiguous legal descriptions, insufficient or incomplete title work, occupation issues with actual legal descriptions, monumentation discrepancies, etc. Additional fees are typically needed to research and solve these problems by searching grantor / grantee records and the additional field work that follows so that the surveyor can come to a conclusion and certify the survey.