



Brighton City Council Meeting

200 N First St • City Hall Council Chambers • Brighton, Michigan 48116
(810) 227-1911 • www.brightoncity.org

June 25, 2024 – 6:30 p.m.

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Consider approval of the agenda
5. Consider approval of consent agenda items

Consent Agenda Items

- a. [Approval of minutes: regular meeting of June 11, 2024](#)

Correspondence

6. Call to the public
7. Staff updates
8. Updates from Councilmember liaisons to various boards and commissions

Discussion

9. Public parking lot naming

New Business

10. [Consider approval Tetra Tech Engineering Services Retainer Agreement for engineering services from July 1, 2024, through June 30, 2025, in the amount of \\$16,368](#)

Other Business

11. Call to the public
12. Adjournment



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MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON JUNE 11, 2024

1. Call to order

Mayor Tobbe called the meeting to order at 6:30 p.m.

2. Pledge of Allegiance

3. Roll call

Present were Mayor Tobbe, Mayor Pro Tem Bohn, Councilmembers: Albert, Gardner, Gipson, Pettengill, and Schmenk.

Staff Present: City Manager Gretchen Gomolka, City Clerk Tara Brown, DPS Director Marcel Goch, Community Development Manager Caruso, Chief Brent Pirochta, and Attorney Sarah Gabis.

4. Consider approval of the agenda

Motion by Councilmember Albert, seconded by Councilmember Gardner to approve the agenda as presented. **The motion carried, 7-0.**

5. Consider approval of consent agenda items

Motion by Councilmember Gardner, seconded by Councilmember Pettengill to approve the consent agenda items as presented. **The motion carried by roll call vote, 6-0. Mayor Tobbe abstained.**

Consent Agenda Items

- a. **Approval of minutes: regular meeting of May 28, 2024**
- b. **Approval of minutes: special meeting of May 30, 2024**
- c. **Approval of final year end budget amendments for the year ending June 30, 2024, Resolution #2024-16**
- d. **Approval to purchase an Exmark Lazer Z E-Series Turf Mower from Weingartz in an amount not to exceed \$11,145**
- e. **Approval of Resolution #2024-17 authorizing application and implementation of the Michigan Shared Streets and Spaces Grant**
- f. **Authorize execution of the Agreement for Road Safety Audit with SEMCOG**

Correspondence

6. Call to the public

Mayor Tobbe opened the call to the public at 6:33 p.m.

Ken Larscheid spoke regarding the agenda item to expand the lane closure for A Taste of Brighton event, noting this will enable more space for a stage and for event goers to enjoy Brewer Becker.

Scott Winningham spoke about the current zoning and potential rezoning of the district where his home is located. He noted that he is trying to sell his home, but city discussions have altered his plans.

Hearing and seeing no further comment, the call to the public was closed at 6:39 p.m.

7. Staff updates

Chief Pirochta stated the City of Brighton Police Department Facebook page is now live, please like and follow the page. Chief Pirochta also thanked city staff for all their hard work on creating start up content, templates to work from, and creating the page.

DPS Director Goch noted that Challis and Bauer will be closed for the Livingston County Road Commission roundabout construction beginning June 13, 2024, until completion which is projected to be sometime in August, weather permitting. ITC and DTE are in the area, along Grand River to upgrade electrical poles, please use caution driving along Grand River.

City Manager Gomolka expressed her gratitude for all who attended last weekends events downtown. Manager Gomolka participated in the Main Street Mile and conducted the unveiling of Decision Pending sculpture with Councilmembers Susan Gardner, Renee Pettengill, and Ken Schmenk. The city was busy with the Farmers Market, Fishing Derby, Main Street Mile, and the Decision Pending unveiling. All events were very well attended.

8. Updates from Councilmember liaisons to various boards and commissions

Councilmember Pettengill noted the Children's Summer Series is back at The AMP and the first event, chalk artist David Zinn, will be on June 18, 2024, at 11:30 a.m. Councilmember Pettengill stated the recent Brighton Arts and Culture Commission meeting was on June 11, 2024, the commission discussed placing chairs and flowers along Hyne Alley, and the St. Paul's pocket park wall refurbishment will be completed shortly. A call to artists will be issued to commission an artist to paint a mural along the wall. There is some movement with various sculptures so visitors can expect some art to be moved or returned to artists. Also, the commission met with Dennis Dimoff from the Kiwanis Club to discuss the story walk.

Councilmember Gardner noted the next Huron River Watershed meeting will be held July 18, 2024. The meetings are quarterly; however, the watersheds website is full of great information and maps for the public use.

Discussion

9. Mixer Media production of video series

Representatives from Mixer Media presented a brief introduction and answered questions from City Council. It was the consensus of City Council to move forward with engaging Mixer Media to produce various videos to showcase and highlight aspects of the city to foster more robust resident engagement.

10. Zoning

City Council discussed the recent opening of the Master Plan and voiced several concerns they wish to have reviewed, specifically the current land use map regarding density and height as it pertains to the R-5 district near City Hall. While the concerns over density and height have been discussed at length over the past six to eight months, it was decided that each City Councilmember should individually send concerns, recommendations, and notes regarding the Master Plan to City Manager Gomolka and City Attorney Sarah Gabis.

11. Parking lots and engineering

Motion by Mayor Pro Tem Bohn, seconded by Councilmember Gardner to move forward with exploring engineering as a first step towards paving the CSX parking lots and to instruct the City Attorney to discuss a possible amendment with CSX to extend the lease agreement terms. **The motion carried, 5-2. Councilmembers Albert and Pettengill voted no.**

New Business

12. Consider approval of the purchase order to Pavetech, Inc. in the amount of \$69,000 for Reclamite treatment

Motion by Councilmember Gipson, seconded by Councilmember Albert to approve the purchase order to Pavetech, Inc. in the amount of \$69,000 for Reclamite treatment. **The motion carried, 7-0.**

13. Consider approval to award the contract for the Wastewater Treatment Building Roof Replacements Project to Tri-Star Roofing and Sheet Metal in an amount not to exceed the amount of \$199,688.30

Motion by Councilmember Gardner, seconded by Councilmember Schmenk to award the contract for the Wastewater Treatment Building Roof Repair Project to Tri-Star Roofing and Sheet Metal in an amount not to exceed

\$199,688.30. **The motion carried, 7-0.**

14. Consider approval of A Taste of Brighton lane closure change request

Motion by Councilmember Schmenk, seconded by Councilmember Pettengill to approve A Taste of Brighton lane closure change request. **The motion carried, 7-0.**

15. Consider approval of a 12-month contract with Zencity for their Community Engagement Platform in an amount not to exceed \$7,000 along with related budget amendment and authorize the City Manager to execute the agreement

Motion by Councilmember Gipson, seconded by Councilmember Pettengill to untable the ZenCity agenda item. **The motion carried, 7-0.**

Motion by Mayor Pro Tem Bohn, seconded by Councilmember Gardner to approve a 12-month contract with Zencity for their Community Engagement Platform in an amount not to exceed \$7,000 along with related budget amendment and authorize the City Manager to execute the agreement as presented in the packet with a reevaluation before renewal. **The motion carried, 7-0.**

Other Business

16. Call to the public

Mayor Tobbe opened the call to the public at 8:57 p.m.

Director Goch stated that the East Street preconstruction meeting will be conducted during the week of June 17th, 2024. Sandwich boards will be posted throughout, and mailers will be sent to those in the affected area.

Hearing and seeing no further comment, the call to the public was closed at 8:58 p.m.

17. Adjournment

Motion by Councilmember Gipson, seconded by Councilmember Albert to adjourn the meeting at 8:58 p.m. **The motion carried, 7-0.**

Tara Brown, City Clerk



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

JUNE 25, 2024

SUBJECT: CONSIDER APPROVAL OF THE TETRA TECH ENGINEERING SERVICES RETAINER AGREEMENT FOR ENGINEERING SERVICES FROM JULY 1, 2024, THROUGH JUNE 30, 2025, IN THE AMOUNT OF \$16,368

ADMINISTRATIVE SUMMARY

- The city has utilized Tetra Tech Engineering Services to provide consulting services on small projects that don't require an engineering contract. This arrangement operates under an annual retainer, renewed at the start of each fiscal year in July. As the city's engineer of record, Tetra Tech handles site plan reviews, cost estimates, and provides various consulting services to support city staff in their daily responsibilities.
- Last year, staff restructured the retainer contract to purchase 8 hours per month upfront, totaling 96 hours annually. Previously, the city paid for 8 hours each month, some months the city used more than 8 hours resulting in additional billings, other times, fewer than 8 hours were used in a month, resulting in hours that did not carry over to the next month. Under the new contract, we get 96 hours annually with no additional billings for months that we utilize more than 8 hours. Staff has tracked hour usage and found the restructured contract more effectively utilizes the retainer hours purchased.
- Along with other services and products showing inflationary increases, the new proposal contains an increase of 3.3 percent. Last year's 96-hour retainer contract was \$15,840, at an hourly rate of \$165. Under the new proposal the rate will increase to \$170.50 per hour, resulting in an annual increase of \$528 for a total of \$16,368 per year, which is below the State's Inflationary Increase for tax increases of 5 percent. Like last year, staff will monitor monthly usage to ensure purchased hours are utilized.
- The Terms and Conditions of the agreement were previously reviewed and approved by the City's General Counsel. There are no changes to terms or conditions in the newly proposed retainer. If approved by City Council, Staff will return a signed copy to Tetra Tech to begin the new Retainer Agreement.

BUDGET INFORMATION

- Funds for engineering retainer services have been approved in the 2024-2025 fiscal year budget.

RECOMMENDATION

Approve Tetra Tech Engineering Services Retainer Agreement for engineering services from July 1, 2024, through June 30, 2025, in the amount of \$16,368.

Prepared by: Marcel Goch, DPS Director

Reviewed by: Elizabeth Gaines, Finance Director

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other _____

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachment: Tetra Tech letter dated June 18, 2024



June 18, 2024

Ms. Gretchen Gomolka, City Manager
City of Brighton
200 North First Street
Brighton, MI 48116

Re: Retainer Services July 2024 to June 2025 Period

Dear Ms. Gomolka:

For a number of years, Tetra Tech has provided general engineering services to the City through our retainer agreement. This arrangement has provided the City with a discounted rate for a set number of service hours per month to assist City staff in daily tasks where engineering input is requested. Our current retainer contract with the City expires on June 30, 2024. It is our understanding the City would like to extend the term of this agreement to the end of June 2025. For the upcoming City of Brighton fiscal year, we propose hourly rates based on an established hourly rate for a fixed total number of hours within the city's fiscal year budget. Expended hours beyond the total number of established budgetary hours would be billed at Tetra Tech's staff hourly billable rate schedule (attached). Tetra Tech will perform services and manage targeted monthly budgets based on the information described below.

BUDGET AMOUNT FOR RETAINER SERVICES

For the referenced period of service, we propose an annual retainer service fee of \$16,368.00, which will target an average of \$1,364 per month.

BILLING PROCESS and COORDINATION

Invoices will be generated based on an hourly billable rate of \$170.50 per hour for a total of 96 hours for Tetra Tech staff. Reporting of hours will be included in the monthly invoicing and project communications will detail services performed through each monthly billing cycle. If no hours are used within a given billing cycle, no invoice will be submitted. Services performed during each monthly billing cycle will be invoiced at the hourly rate (above) of our staff until the specified total number of hours (96 hours) have been expended. Subsequent hours that exceed 96 hours shall be billed on an hourly, time and materials basis using actual Tetra Tech staff billing rates.

Throughout the duration of services performed under this Agreement, Tetra Tech's Project Manager will coordinate with the City DPS Director to determine if a separate assignment is warranted to address

additional work that would otherwise accelerate depletion of the retainer services budget. Subconsulting services will not be performed under the Agreement derived from this proposal.

Scope of work performed through retainer services include, but are not limited to, attendance at City Council meetings, Traffic Safety Advisory Board meetings, specialty consulting services such as electrical, structural, mechanical, architectural, or SCADA communications systems for existing facilities that may require limited effort by our representative team member(s). In the Spring 2025, our Project Manager will review budgetary funds that may remain and provide an updated Status Communication Report for the Director’s review. Services performed after the base budget of \$16,368.00 is expended would be based on Tetra Tech’s hourly billable rate of each respective Tetra Tech staff member.

RETAINER SERVICES TIMELINE

Engineering services for retainer services would commence on July 1, 2024, and expire on the 30th day of June 2025. This agreement shall continue to be enforced thereafter monthly until a written sixty (60) day notice of termination or an acceptable renewal is received by the Engineer. Our standard terms and conditions are attached and considered a part of this proposal.

If this proposal is acceptable, please sign in the space provided below and return a copy to our office.

We appreciate the opportunity to provide continuing professional services to the City of Brighton.

Sincerely,



Steven J. Magnan, P.E.
Senior Project Manager

cc: Marcel Goch, DPS Director

Attachment: Tetra Tech 2024 Hourly Rates Schedule
Tetra Tech Standard Terms and Conditions

PROPOSAL ACCEPTED BY CITY OF BRIGHTON

BY: _____

TITLE: _____ **DATE:** _____

Last Name	First Name	2024 Bill Rate	Job Title	Billing Title
Albert	Darryl	150.00	GIS.GIS Analyst VII.	Sr GIS Application Developer
Barber	John	185.00	Eng.Civil Engineer VI.	Sr Engineer 1
Biagi	James	240.00	Arch.Proj Mgr II Architect S.	Architectural Program Manager
Bickley	Ana	160.00	Eng.Transportation Engineer IV.	Project Engineer 1
Bode	Brent	230.00	Eng.Proj Mgr II Civil S.	Project Manager 2
Boehmke	Brett	170.00	Eng.Structural Engineer III.	Engineer 3
Buchholz	Scott	270.00	Eng.Proj Mgr Sr Transport S.	Sr Project Manager
Burkett	Jason	250.00	Eng.Management IV.	Sr Engineer 1
Bushaw	Richard	145.00	Cadd.Cadd Designer VI.	Sr CAD Designer 1
Butterfield	Arvin	110.00	Survey.Survey Party Chief.	Survey Crew Chief
Byrne	Shelby	145.00	Eng.Environmental Engineer III.	Engineer 3
Charville	David	270.00	Eng.Management V.	Sr Engineer 2
Christian	Patricia	110.00	Admin.Project Assistant IV.	Project Administrator
Christian	Daniel	270.00	Eng.Management V.	Sr Engineer 2
Coats	Andrew	220.00	Eng.Management III.	Project Engineer 2
Coleman	Christopher	290.00	Eng.Management VI.	Sr Engineer 2
Cooperwasser	Victor	240.00	Eng.Proj Mgr Sr Civil PM.	Sr Project Manager
Covington	James	110.00	Eng.Transportation Engineer III.	Engineer 3
Daavettila	Robert	290.00	Eng.Proj Mgr Sr Transport S.	Sr Project Manager
D'Agnolo	Alysha	160.00	Eng.Proj Mgr I Mechanical PM.	Project Manager 1
Daukss	Peteris	290.00	Eng.Management V.	Sr Engineer 2
Dombrowski	Theodore	190.00	Eng.Transportation Engineer V.	Project Engineer 2
Dykman	Avery	100.00	Eng.Environmental Engineer I.	Engineer 1
Escutia-Guzman	David	140.00	Construction.Construction Tech IV.	Construction Project Rep 2
Ewer	Ashley	140.00	Eng.Transportation Engineer III.	Engineer 3
Fetters	Mark	195.00	Senior Electrical Engineer	Sr Engineer
Fisher	Eric	140.00	Survey.Survey Party Chief.	Survey Crew Chief
Flak	Alan	230.00	Eng.Transportation Engineer V.	Project Engineer 2
Folk	Matthew	90.00	Construction.Construction Tech II.	Technician 1
Friend	Benjamin	110.00	Survey.Surveyor III.	Survey Tech III
Galante	David	185.00	Arch.Architect V.	Architect 2
Gotha	Steven	155.00	Cadd.Cadd Manager.	Sr CAD Designer 2
Graf	Mitchell	240.00	Eng.Proj Mgr II Mechanical PM.	Project Manager 2
Grupido	Dan	230.00	Construction.Construction Manager.	Construction Manager 1
Heise	Andrew	150.00	Construction.Construction Manager.	Construction Manager 1
Hill	Brandon	125.00	Survey.Survey Technician III.	Survey Tech 2
Hoeffner	Ella	110.00	Eng.Environmental Engineer I.	Engineer 2
Holbrook	Molly	100.00	Construction.Construction Tech III.	Construction Project Rep 2

Last Name	First Name	2024 Bill Rate	Job Title	Billing Title
Hollenbeck	Todd	150.00	Cadd.Cadd Designer VI.	Sr CAD Designer 1
Hoover	Joseph	180.00	Eng.Electrical Engineer IV.	Project Engineer 1
Horney	David	110.00	Sci.Environmental Scientist V.	Sr Scientist 2
Hourigan	Tricia	130.00	Cadd.Cadd Designer V.	Sr CAD Designer 1
Hunsucker	Jason	170.00	Arch.Architect III.	Architectural Designer 3
Johnston	Jeffrey	150.00	Eng.Mechanical Engineer III.	Engineer 3
Jones	Gene	255.00	Eng.Electrical Engineer VI.	Sr Engineer 1
Jones	Michael	265.00	Eng.Proj Mgr Sr Electrical PM.	Sr Project Manager
Jozwik	Kari	180.00	Eng.Civil Engineer V.	Project Engineer 2
Kammerer	Adam	140.00	Construction.Construction Tech V.	Sr Constr Project Rep 1
Kangas	Robert	180.00	Prof.Engineering Prof V.	Sr Eng Designer 2
Kelly	Judith	105.00	Sr Project Administrator	Sr Project Administrator
Kiser	Bridget	80.00	Admin.Administrative Assistant II.	Office Administrator
Knight	Shawn	145.00	Construction.Construction Tech Spvsr I.	Sr Construction Project Rep 1
Lehto	Kyle	110.00	Eng.Civil Engineer II.	Engineer 2
Lingo	Andrew	150.00	Eng.Transportation Engineer IV.	Project Engineer 1
Lozen	Stephen	210.00	IT.Programmer Analyst IV.	Sr Sys Analyst / Programmer 1
Magnan	Steven	195.00	Eng.Proj Mgr I Civil PM.	Project Manager 1
Markstrom	Gary	290.00	Eng.Proj Mgr Sr Civil S.	Sr Project Manager
Maxwell	Erin	200.00	IT.Programmer Analyst IV.	Sr Sys Analyst / Programmer 1
Mazurek	Kenneth	235.00	Eng.Proj Mgr II Transport S.	Project Manager 2
McCall	Patti	200.00	Senior Engineer / Scientist I	Senior Engineer / Scientist I
McNulty	Ian	115.00	Eng.Civil Engineer I.	Engineer 1
Melling	Vickie	110.00	Cadd.Cadd Designer III.	CAD Technician 3
Michailuk	Alexander	110.00	Construction.Construction Tech III.	Construction Project Rep 2
Moser	Joan	100.00	Admin.Project Assistant IV.	Project Administrator
Nault	Jayson	290.00	Management.Oper Management VI.	Program Manager
Nolta	Michael	120.00	Admin.Admin Support III.	Project Administrator
Olsen	Michael	220.00	Eng.Proj Mgr I Civil S.	Project Manager 1
Paison	William	260.00	Eng.Management IV.	Sr Engineer 1
Pietila	Kirk	290.00	Eng.Proj Mgr Sr Transport S.	Sr Project Manager
Ramaker	Kyle	235.00	Eng.Proj Mgr I Transportation PM.	Project Manager 1
Rauss	Allison	135.00	Sci.Environmental Scientist IV.	Engineer/Scientist IV
Reinhard	Robert	260.00	Eng.Management IV.	Sr Engineer 1
Reschke	Steven	260.00	Eng.Proj Mgr Sr Transport PM.	Sr Project Manager
Roberts	Lauryn	120.00	Eng.Environmental Engineer I.	Engineer 2
Rubel	Brian	290.00	Management.Oper Management VI.	Program Manager
Shank	Jason	120.00	Cadd.Cadd Designer V.	Sr CAD Designer 1

Last Name	First Name	2024 Bill Rate	Job Title	Billing Title
Sidorski	Beverly	150.00	Cadd.Cadd Designer VI.	Sr CAD Designer 1
Sissoko	Moussa	230.00	Eng.Structural Engineer VI.	Project Engineer 2
Sopoliga	Joseph	175.00	Eng.Transportation Engineer V.	Project Engineer 2
Spencer	Jeanine	90.00	Admin.Administrative Assistant II.	Project Assistant 2
Strassburg	Russ	270.00	Eng.Electrical Engineer VI.	Sr Engineer 1
Teitsma	Marc	210.00	Eng.Proj Mgr II Civil PM.	Project Manager 2
Tripp	Austin	110.00	Survey.Survey Technician III.	Survey Tech 2
Troppman	Jenna	130.00	Eng.Environmental Engineer IV.	Project Engineer 1
Turbett	Andy	220.00	Arch.Proj Mgr II Architect PM.	Project Manager 2
Turney	William	120.00	Cadd.Cadd Designer V.	Sr CAD Designer 1
Voss	Amanda	80.00	Admin.Administrative Assistant II.	Project Assistant 2
Voss	Justin	240.00	Eng.Management II.	Project Engineer 1
Warren	Daniel	165.00	Eng.Environmental Engineer V.	Project Engineer 2
Watt	Robert	125.00	Eng.Environmental Engineer I.	Engineer 1
Weiss	David	135.00	Construction.Construction Tech V.	Sr Constr Project Rep 1
Weston	Cynthia	110.00	Admin.Administrative Assistant IV.	Project Administrator

Tetra Tech, Inc.

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Client.

Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no other warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - \$5,000,000 each claim and in the aggregate

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards,

they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate applicable laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant 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.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, 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 Consultant 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 or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all known potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. To the extent permitted by law, the Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Neither party shall be liable for any damages caused by any delay that is beyond the reasonable control of either party, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, reasonable attorney fees, costs, and disbursements may be recovered only as permitted by law.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.