

## 2025 Tax Rate Request (This form must be completed and submitted on or before September 30, 2025)

### MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes <b>Oakland</b>	2025 Taxable Value of ALL Properties in the Unit as of 05-27-2025 <b>569,101,360</b>
Local Government Unit Requesting Millage Levy <b>Salem-South Lyon District Library</b>	For LOCAL School Districts: 2025 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2025 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2025 Current Year "Headlee" Millage Reduction Fraction	(7) 2025 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter Act	Operating	5/2/95	1.2500	1.0430	0.9871	1.0295	1	1.0295	1.0292	0	n/a
Charter Act	Operating	2/25/14	0.4645	0.4629	0.9871	0.4569	1	0.4569	0.4566	0	12/31/33

DRAFT

Prepared by	Telephone Number	Title of Preparer	Date <b>05/19/2025</b>
-------------	------------------	-------------------	---------------------------

**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input checked="" type="checkbox"/> Secretary		<b>Hattie Maguire</b>	<b>05/19/2025</b>
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		<b>Denise Stacer</b>	<b>05/19/2025</b>

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2025 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	



## 2025 Tax Rate Request (This form must be completed and submitted on or before September 30, 2025)

### MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes <b>Washtenaw</b>	2025 Taxable Value of ALL Properties in the Unit as of 05-27-2025 <b>505,430,376</b>
Local Government Unit Requesting Millage Levy <b>Salem-South Lyon District Library</b>	For LOCAL School Districts: 2025 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2025 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2025 Current Year "Headlee" Millage Reduction Fraction	(7) 2025 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter Act	Operating	5/2/95	1.2500	1.0430	0.9871	1.0295	1	1.0295	1.0292	0	n/a
Charter Act	Operating	2/25/14	0.4645	0.4629	0.9871	0.4569	1	0.4569	0.4566	0	12/31/33

DRAFT

Prepared by	Telephone Number	Title of Preparer	Date <b>05/19/2025</b>
-------------	------------------	-------------------	---------------------------

**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input checked="" type="checkbox"/> Secretary		<b>Hattie Maguire</b>	<b>05/19/2025</b>
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		<b>Denise Stacer</b>	<b>05/19/2025</b>

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2025 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	



## Proposal for Engineering Services

05/15/2025

Salem-South Lyon District Library  
9800 Pontiac Trail  
South Lyon, MI 48178

Attn: Norman Pratt

Proposal for Engineering Services #25-0079-0505  
RFP Reference: Phone Call 05/05/2025

Project Name: Salem-South Lyon District Library – Generator  
Location: 9800 Pontiac Trl. South Lyon, MI 48178

Norman Pratt:

Mechanical Electrical Engineering Consultants, PC (MEEC) is pleased to provide this Proposal for Electrical and Plumbing (EP) Engineering Services for the Project referenced above.

The following is a description of the Engineering Services required for the Project:

- Provide Electrical and Plumbing (EP) design services for the installation of a second generator onto an existing power distribution system to provide standby power to both an existing chiller and existing fire pump.

This Proposal includes only that agreed upon MEEC work product, and the applicable terms and conditions, which are necessary to satisfy the requirements of the defined Scope of Work for the Project. No other work product for any other Project is included herein.

All proposed Engineering Services work products shall comply with the applicable engineering standards specified by ASHRAE, SMACNA, ASPE, NFPA, NEC, and Federal, State and Local Building Codes.

---

## Engineering Fee

1. The Engineering Fee for the Engineering Services described in this Proposal shall be:

**\$17,000**

**Seventeen Thousand US Dollars and Zero Cents**

2. The Engineering Fee shall be payable on Net 30-day terms, as follows:
  - a. Construction Documents, Permitting/Bidding and Construction.
3. Reimbursable expenses shall be billed as accumulated during our efforts related to the Project.
4. This Fee amount and structure are valid for a period of 90 days from the date of this Proposal.

## Design Schedule

1. MEEC estimates the commencement of work on the Project to be 4 weeks following receipt of the executed Notice of Commencement.
2. MEEC estimates the duration of the engineering design process to be 4 weeks after commencement of work.
3. This estimate assumes that the work will be performed as defined in this Proposal, and as agreed upon during the initial phase of design work. A prompt response to all questions and coordination tasks is required of the Client for MEEC to maintain this schedule.

## Schedule of Hourly Rates

1. Staff Rates:

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$200.00
Engineering Manager	\$175.00
Project Lead Engineer	\$165.00
Project Manager	\$160.00
Sr. Design Engineer	\$155.00
Design Engineer	\$145.00
Sr. CAD Designer	\$135.00
CAD Tech/Designer	\$120.00
Specification / Support	\$60.00

---

## Services to be Performed

### 1. Scope of Project:

MEEC shall prepare and deliver engineering documents which are suitable for the following phases of the proposed Project.

- a. Design
- b. Bidding
- c. Permitting
- d. Construction

### 2. Engineering Services:

MEEC Engineering services include the design of, and documents that specify:

- a. Plumbing (Gas)
- b. Electrical Power & Wiring
- c. Emergency Standby Generator System

### 3. Design Phase Services:

- a. Attend remote/virtual design meetings as required for coordination of the systems included in the Design.
- b. Provide Construction Documents and Sheet Format Specifications.
  - i. The Construction Documents are intended to be issued as a single package for Bidding and Permits.
- c. Provide design quality control review of documents for code compliance and constructability.
- d. Plumbing engineering shall be provided between the gas meter and the generator. All engineering of site utilities shall be by others.
- e. Utilize Autodesk AutoCAD software for the Project.
- f. For existing building renovations and/or additions:
  - i. Provide site visit(s) as required to observe and document existing conditions.
  - ii. Utilize existing drawings for preparation of design documents.
  - iii. Prepare demolition drawings based on field assessment and existing drawings as required.
  - iv. Utilize and reuse the existing electric utility services for the proposed new work.

---

4. Bidding Phase Services:

- a. Provide review of up-to-(3) bidding contractors' proposals and provide an opinion regarding completeness and accuracy.
- b. Provide responses to bidding contractors' Request for Information (RFI's).
- c. Prepare addenda prior to the contract award for clarification of design documents, if required.

5. Permitting Phase Services:

- a. Design documents to be submitted for permit submission; submission of permit documents shall be handled by others.
- b. Provide responses to permit review comments in letter format, if required.
- c. Provide updated design documents if necessary to respond to the comments received.

6. Construction Phase Services:

- a. Provide responses to contractor's Request for Information (RFI's).
- b. Provide review of Electrical (E) shop drawing and product data submittals for compliance with design documents.

## Services Not Included

1. General Provisions NOT included:

- a. Reproduction of contract documents for Client/Owner's review, Permit submittals and/or Bidding and Construction.
- b. Re-evaluation of contract documents for cost cutting measures and/or product evaluation for Project cost reduction, also known as "Value Engineering", after completion of the Design Development phase of the project.
- c. General contract management, including processing of the contractor's request for payment.
- d. Coordination of the construction schedule and/or activities with the utility providers.
- e. Preparation of cost estimates or cost opinions.

2. Design Phase Services NOT included:

- a. Arc-flash, short-circuit protective, overcurrent device coordination study, and/or labels.
- b. BIM modeling services. Drawings will be prepared utilizing 2D AutoCAD.
- c. Green Building design (i.e. LEED, Well, Energy Star, or similar green energy program).
- d. Energy modeling services. Prescriptive energy code calculations will be utilized.
- e. Lighting design is not included in the Project.

---

### 3. Construction Phase Services NOT included:

- a. Preparation of "As Built" and/or final Record Drawings.
- b. Inspection, testing or commissioning services.
- c. Shop drawing / submittal reviews for MEP equipment is included, however multiple reviews of the submittals for value engineering, lead-time issues, or any other reason are not included. Any time associated with multiple submittal reviews shall be invoiced hourly, as an additional service, per the Schedule of Hourly Rates.
- d. Field visits and site observation during construction.
- e. Site observation reports and/or preparation of final punch list.

## Reimbursable Expenses

1. A limited allowance is built into this Proposal for MEEC's out-of-pocket expenditures, including telephone calls, reproduction of documents for in-house use in the coordination of systems with the Client, and postage, freight, and/or deliveries for technical resources.
2. Reimbursable Expenses are charged over and above those charges for work product services and Additional Services Requests, pursuant to this Proposal. Reimbursable expenses include, but are not limited to, all travel expenses incurred in connection with the project, such as air travel, hotels, rental cars, meals, mileage (if in a personal car, and at the Federal Mileage allowance), tolls and the like, and shipping charges for Project related items.
3. Reimbursable expenses also include Client or Owner requested copies of documents, plus shipping. MEEC charges the following for in-house document printing:
  - a. Bond 18" x 24"                      \$1.75 / sheet
  - b. Bond 24" x 36"                      \$3.50 / sheet
  - c. Bond 30" x 42"                      \$5.00 / sheet

## Project Commencement

It is the Client's responsibility to furnish MEEC with a duly executed "CLIENT ACCEPTANCE", found at the end of this Proposal, prior to Commencement of Work. Refer to "CLIENT ACCEPTANCE" page for further description of requirements.

## Insurance

For the protection of the Client and of itself, MEEC carries professional and general liability insurance. A copy of MEEC's certificate(s) of insurance will be provided upon request.





---

## Qualifications

Thank you for the opportunity to provide this Proposal. We would very much appreciate the opportunity to be of service to you for your Engineering Services requirements.

Mechanical Electrical Engineering Consultants, PC has been a leader in commercial construction engineering consulting since 2008 and has the experience, knowledge, and resources necessary to successfully complete this Project.

Please visit our website ([www.meeci.com](http://www.meeci.com)) for a tour and comprehensive look at our recent Projects.

If you have any questions regarding this MEEC Proposal, or wish to discuss any aspect of the Project, please feel free to contact us at your convenience.

## MECHANICAL ELECTRICAL ENGINEERING CONSULTANTS, PC

A handwritten signature in black ink, appearing to read 'Z Mathews'.

Zachary Mathews  
Electrical Engineer



## Terms and Conditions

### 1) Agreement

When signed by the Parties, this Proposal becomes a binding contract (Agreement) between the Parties.

### 2) Changes in Scope of Work

Any additions, deletions, modifications, substitutions, or other changes to the Project by the Client, Owner and/or Architect that results in a change to the Scope of Work, or otherwise requires additional Engineering Services beyond the original Scope of Work (SOW), will require a signed Additional Services Request (ASR form provided by MEEC), outlining the details and costs to implement the changes to the SOW, signed by both parties, and such changes shall be completed by MEEC at the appropriate hourly rate. (See "Schedule of Hourly Rates", included.)

### 3) Limit of Liability

In recognition of the relative risks and benefits of a Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Engineer to the Client shall not exceed the insurance coverage limits available at the time of judgement or settlement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for acts of willful misconduct or unless otherwise prohibited by law.

### 4) Indemnification

Client and MEEC agree that any claims made against the other shall be made against the corporation itself and not against the individual owners, officers and/or partners of the firms. The Parties agree that owners, officers and/or partners shall not be personally liable for the execution of their respective company's responsibilities under this agreement.

MEEC, P.C. agrees, to the fullest extent permitted by law, to hold the Client harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by MEEC, P.C.'s negligent acts, errors, or omissions in the performance of professional services under this agreement and those of their employees or any one for whom MEEC, P.C. is legally liable.

The Client agrees, to the fullest extent permitted by law, to hold MEEC, P.C. harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's errors, or omissions and those of their contractors, sub-contractors, consultants, or any one for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

### 5) Incidental or Consequential Damages

Client and MEEC agree to waive any and all rights to any claim against the other for any incidental or consequential damages that may result from or are related to the performance of either party in the execution of their obligations under this Proposal. Further,

- a. Client agrees to waive any claims for damages, including but not limited to, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to the Project, loss of or damage to reputation or insolvency.
- b. MEEC agrees to waive claims for damages relating to the loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of or damage to reputation, or insolvency.
- c. The provisions of this section shall also apply to the Termination of Agreement and shall survive such Termination.

### 6) Damages Covered by Insurance

Client and MEEC agree to waive any and all rights to any claim against the other, and against any of their respective subcontractors, sub-subcontractors, agents or employees, for damages caused by fire, or for any other cause of loss, where such loss is covered by property insurance, or other insurance applicable to the Project, but only to the extent and amount to which a claim for such damages has been paid by the appropriate insurance company.

### 7) Amendments

This Proposal may be amended at any time by mutual agreement of the Parties, in writing.

### 8) Assignability; Binding Effect

Neither Party shall assign any portion or all of this Agreement without the prior written consent of the other Party. This Agreement and all its provisions will be binding upon, inure to the benefit of, and be enforceable by and against the respective successors, assigns, executors, and personal representatives of the Parties.

### 9) Waiver

No failure by a Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

### 10) Governing Law; Venue

This Agreement shall be governed by the law of the place where the Project described in this Proposal is located, excluding that jurisdiction's choice of law rules.

### 11) Saving Clause

In the event any provision of this Agreement is found to be void or voidable for any reason whatsoever, the remaining provisions of this Agreement shall, nevertheless, be binding with the same effect as though the void provision of this Agreement was deleted; and

In the event any provision of this Agreement is found to be unreasonable by any court of competent jurisdiction, the provision shall be applied so as to be reasonable in its application as determined by the court.

### 12) Joint Agreement

The Parties hereby warrant and represent that this Agreement was prepared jointly by the Parties and any ambiguity in any construction, hereof, shall not be construed against one Party in favor of the other Party.

**13) Counterparts**

This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same Agreement.

**14) No Third-Party Beneficiaries**

No person or entity, who is not a party to this Agreement, shall be deemed a third-party beneficiary of this Agreement, for any purpose.

**15) Termination or Suspension**

- a) If the Client fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven (7) days' written notice to the Client before suspending services. In the event of a suspension of services, the Engineer shall be no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Client shall pay the Engineer all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Engineer's services. Should the Client fail to cure the breach following a suspension, the Engineer may terminate this Agreement upon an additional seven (7) days' notice.
- b) Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement, through no fault of the party initiating the termination.
- c) The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Engineer for the Client's convenience and without cause. In such event, the Engineer shall be compensated for all Services performed and reasonable costs incurred up to the effective date of the termination for which the Engineer has not been previously compensated. Within five (5) business days following the Effective Date of Termination MEEC shall deliver to the Client a Final Invoice for all Services rendered through the Effective Date of Termination, plus any additional costs and expenses, including reimbursables and reasonable termination expenses. Within Fifteen (15) calendar days of the delivery of such Invoice, Client shall pay to MEEC an amount equal to the Final Invoice amount, plus an amount equal to the total of all other unpaid MEEC Invoices, if any. The Payment Terms contained in this "Termination of Agreement" section shall supersede all other Payment Terms provided elsewhere in this Proposal. The Client further agrees that the amount of the Final Invoice shall be equal to the result of the following computation for all work-in-progress that has not been previously invoiced: from the Schedule of Hourly Rates, multiply each of the Hourly Rates by the number of Hours worked on the Project in that category through the Effective Date of Termination, and the Final Invoice amount shall be the sum of all of those amounts, plus any additional costs and expenses. All work product

completed in the course of MEEC's work effort performed on the Project shall be turned over to the Client upon MEEC's receipt of payment, in full.

**16) Late Payments**

- a) Invoices for MEEC Engineering Services shall be submitted periodically to the Client, in amounts relative to our progress in the completion of the Project. Reimbursable expenses shall be billed as accumulated in the course of our efforts related to the Project.
- b) LATE PAYMENT FEE: Unless otherwise stated in this Proposal, MEEC Invoices shall be submitted to Client on Net 30-day terms, and payment for all invoices is required within 30 days following the Invoice date. Any MEEC Invoice not paid within 30 days of the Invoice date shall be subject to a late payment fee of 1.5% per calendar month, or fraction thereof, which will be computed, then billed monthly to the Client and added to the total amount of the unpaid Invoice.
- c) If MEEC, at its sole discretion, determines that it must take legal action to collect amounts due and owing to it by Client, then Client agrees that it shall bear full responsibility for all costs and fees associated therewith, without limitation.

**17) Claims and Disputes**

- a) 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 binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer 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 binding dispute resolution.
- b) The Client and Engineer shall endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- c) The parties shall share the mediator's fee and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- d) If the parties do not resolve a dispute through mediation pursuant to this Section 17, the method of binding dispute resolution shall be Arbitration pursuant to the following terms and conditions:
- i. If the parties have selected arbitration as the method of binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
  - ii. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.
  - iii. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by both parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
  - iv. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in

accordance with applicable law in any court having jurisdiction thereof.

**18) Outside Consultants**

- a) Unless stated elsewhere in this Proposal, MEEC has not included the use of, or cost for, any Outside Consultants, such as Architectural, Structural or Civil Engineering, or the like. However, if, in the performance of its responsibilities defined in this Proposal, MEEC determines that such consulting services are required, then MEEC shall promptly discuss such requirement with the Client for the purpose of determining a mutually agreeable course of action. Such course of action may include Additional Service Requests (ASRs), resulting in additional charges and expenses to the Client for such additional Consultant Services. Any phases of the Project determined to require the participation of the Outside Consultant(s) shall be placed "On Hold" and no further work will be performed on those phases until such Agreement has been made.

**19) Instrument of Services**

- a) All documents, and all other work product that are produced by MEEC as a result of its efforts put forth under this Agreement, are Instruments of Service and are to be used solely and exclusively with respect to this Project. MEEC and MEEC's consultants, if any, shall be deemed to be the authors and owners of their respective Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights. Upon payment by the Client of all Invoices submitted by MEEC for its work product supplied to the Client, and all other fees and expenses associated thereto, MEEC shall grant to the Client a nonexclusive license to reproduce MEEC's Instruments of Service solely for purposes of constructing, using and maintaining the Project.



---

## Client Acceptance

Proposal for Engineering Services #25-0079-0505

Client Name: Salem-South Lyon District Library

Project Name: Salem-South Lyon District Library – Generator

Location: 9800 Pontiac Trl. South Lyon, MI 48178

By signing this ACCEPTANCE, client hereby acknowledges its agreement with all the terms and conditions of the Proposal and authorizes MEEC to proceed with all work, as defined in and by the Proposal, and to Invoice the Client for all such work and expenses authorized therein. Client further acknowledges its commitment to pay all such Invoices, in full, according to the payment terms contained in the above referenced Proposal.

Accepted by:	_____
	(Signature)
Printed Name:	_____
Title:	_____
Date:	_____
Email:	_____
Accounts Payable Contact Name:	_____
Email:	_____
Phone No:	_____
PO#:	_____
(If applicable)	

Please execute this CLIENT ACCEPTANCE by signing where indicated, then complete and deliver to MEEC. Receipt by MEEC shall constitute the Client's Notice of Commencement.