



9/25/2025

Missy Stults
City of Ann Arbor, MI
Via Email mstults@a2gov.org

Re: Proposal for Services
City of Ann Arbor, MI
District Geothermal Pilot in Ann Arbor
DOE Project DE-EE0010665.001
Ann Arbor, Michigan

Dear Missy:

Thank you for the opportunity to submit a Proposal for the services described herein for the City of Ann Arbor (A2) District Geothermal Pilot in Ann Arbor project. Following successful completion of Budget Period 1 (BP1) of this project, we propose the following scope of services for Budget Period 2 (BP2). IMEG will perform services to design and support the installation of a district scale geothermal system in alignment with the project goals submitted to the Department of Energy (DOE). This includes the central geothermal field, pumping station, and district utility infrastructure for connection to residences in the community. Expected completion is 36 months following notice to proceed.

The scope herein ties directly to the project's Statement of Project Objectives (SOPO) and specifically to the tasks and subtasks listed as follows. Tasks 1-7 of the SOPO have already been completed as part of BP1. IMEG will be specifically supporting the following tasks for BP2. IMEG will support A2 efforts to demonstrate completion of these tasks to DOE.

Task 8.0: Finalize System Financing

Task Summary: A2 to finalize all documentation to bid and select winning financing firm to finance construction of the geothermal system under the City's new sustainable Energy Utility (SEU).

Subtask 8.1: Assist A2 in preparation of Request for Proposals for Financing.

Subtask Summary: A2 will prepare, release, and administer a competitive request for proposals for geothermal system financing. IMEG will assist with preparation of the bid package including technical design elements, economic models, and historical documentation.

Subtask 8.2: Engage potential financing firms in a site visit and project overview.

Subtask Summary: A2 will host a site visit with those interested in bidding on project financing to review the project site, conduct a walk through, and answer questions. IMEG will support site visit and respond to design and construction related questions.

Subtask 8.3: Review competitive bids and select financing firm.

Subtask Summary: A2 review committee will evaluate proposals, conduct interviews, and select the system financier. IMEG will review proposals and answer questions as needed to support A2.

Task 9.0: Submit geothermal package for permits

Task Summary: IMEG to finalize all civil, mechanical, and electrical designs in tandem with the system constructor and operator and submit all relevant permits. Support additional NEPA paperwork as required.

Subtask 9.1: Submit geothermal drilling package for permits.

Subtask Summary: Prepare and submit design documents and specifications for building permits and non-potable well permits required to drill the geothermal wells.

Subtask 9.2: Submit geothermal loop distribution system package for permits

Subtask Summary: Prepare and submit design documents and specifications for right of way and traffic control permits to install the geothermal distribution system in the right of way. Additionally, assist A2 with procuring existing conditions studies for utility potholing, geotechnical investigation, and environmental consultant. Fees include consultant time for 2 separate site visits during engineering design phase and 3 separate site visits during survey/subsurface utility locating phase.

Subtask 9.3: Residents submit geothermal service line permits

Subtask Summary: IMEG to provide a set of guidelines that can be used by residential contractor and the homeowners to utilize the geothermal utility. IMEG will not provide design, drawings, construction support or permit applications for connection from the main distribution utility to each home.

Subtask 9.4: Residents submit building permits to install in-home heat pumps and air handlers

Subtask Summary: IMEG to provide a set of guidelines that can be used by residential contractor and the homeowners to utilize the geothermal utility for the in-home equipment, including the indoor heat pumps, air handlers, and electrical panel upgrades, and other MEPT equipment. IMEG will not provide design, drawings, construction support or permit applications for installation of indoor heat pumps, air handlers, or any other supplemental MEPT equipment upgrades required for operation in each home.

Subtask 9.5 – Final design energy model

Subtask Summary: IMEG to update energy model to reflect final system design and provide documentation to A2 and DOE in support of project documentation.

Task 10.0 – Not applicable to IMEG scope

Task 11.0 – Not applicable to IMEG scope

Task 12.0: Competitive Bidding for Drilling and Loop Construction

Task Summary: A2 to prepare, release, and administer requests for proposals to ensure the construction elements of this project are competitively bid and pricing is the most advantageous for the residents. IMEG will assist preparation of the bid package including technical design elements, economic models, and historical documentation to share with prospective bidders.

Subtask 12.1: Geothermal drilling request for proposals compiled and released

Task Summary: Request for proposal for geothermal drilling prepared, released, and administered by A2, interviews conducted, and the selected vendor approved by City Council. IMEG will assist with preparation of the bid package including technical design elements, economic models, and historical documentation. IMEG will assist in conducting a Prebid meeting, if necessary. IMEG will respond to contractor questions and prepare addenda information as required and will assist with bid evaluation and recommend award to successful contractor.

Subtask 12.2: Geothermal distribution loop request for proposals compiled and released

Task Summary: Request for proposal for pre-construction services including design assist and cost estimations in addition to construction and installation of the geothermal distribution loop prepared and administered by A2, released, interviews conducted, and the selected vendor approved by City Council. IMEG will assist with preparation of the bid package including technical design elements, economic models, and historical documentation. IMEG will respond to contractor questions and prepare addenda information as required and will assist with bid evaluation and recommend award to successful contractor.

Task 13.0: Geothermal System Construction

Task Summary: Selected contractors to construct the geothermal system, including drilling wells, laying the neighborhood distribution loops, and connecting homes to the system. IMEG to provide construction administration, job site observations, shop drawing review, review and recommendation to A2 of contractor-initiated change orders, and RFI support throughout the construction period. Includes regular project check ins and ongoing data collection.

Subtask 13.1: Biweekly project team check-ins.

Subtask Summary: IMEG to support virtual biweekly project team meetings to keep project team abreast of major developments, challenges, and key decision points. Includes DOE team as appropriate.

Subtask 13.2: Geothermal bore field and vault installation complete.

Subtask Summary: Selected contractors to drill all wells and install vaults at the park site. IMEG to provide construction administration, job site observations, shop drawing review, review and recommendation to A2 of contractor-initiated change orders, and RFI support throughout the construction period. Includes regular project check ins and ongoing data collection.

Subtask 13.3: Pump house and pump house equipment installed

Subtask Summary: Selected contractors complete construction of a pump house and installation of all relevant equipment. IMEG to provide construction administration, job site observations, shop drawing review, review and recommendation to A2 of contractor-initiated change orders, and RFI support throughout the construction period. Includes regular project check ins and ongoing data collection. Included in this fee is 3 separate job site observations and one final job site observation.

Subtask 13.4: Geothermal distribution system fully built

Subtask Summary: Selected contractors fully build out of the geothermal distribution loop in the neighborhood. This includes the yellow loop and the green loop, as defined in slide titled “Utility Distribution” in the BP1 final presentation, as a part of the BP2 final submission package. This does not include service line to each home. IMEG to provide construction administration, job site observations, shop drawing review, review and recommendation to A2 of contractor-initiated change orders, and RFI support throughout the construction period. Includes regular project check ins, ongoing data collection, and completion of as-built conditions with information provided from Contractor. Included in this fee is 5 separate job site observations and one final job site observation.

Subtask 13.5: In-home heat pump and air handler installation

Subtask Summary: Selected contractors to install in-home equipment needed to connect to the geothermal system, including home service line from the main utility, heat pumps and air handlers. IMEG will not provide direct construction support for installation of the heat pump, other MEPT equipment, electrical panel upgrades or geothermal service lines into each home.

Task 14.0: System Commissioning, Operation, and Ongoing Maintenance

Task Summary: Selected contractors will test the system, fully commission, and then transition into full operation and maintenance of the community geothermal system.

Subtask 14.1: System testing

Subtask Summary: Selected contractor will evaluate full system operation by conducting system testing such as pressure testing, flow rate testing, and preliminary thermal response test. If errors are found, correct and retest. IMEG to review testing results from the contractors and provide guidance as necessary.

Subtask 14.2: System Commissioning

Subtask Summary: Based on results from system testing by a third party, not IMEG, will commission the system for full operation. Geothermal system commissioning agent report to be reviewed and approved by IMEG. Commissioning report will verify that geothermal well field, pumps, and supplemental equipment were tested and are operating per the design specifications.

Subtask 14.3: Operate and conduct ongoing maintenance

Subtask Summary: Selected system operator will begin fully operating the system and conducting ongoing and preventative maintenance as outlined in the maintenance plan. IMEG to provide support in education and training of system components in conjunction with third-party Commissioning Agent.

Subtask 14.4 – As built energy model

Subtask Summary: IMEG to update energy model to reflect final system installation and provide documentation to A2 and DOE in support of project documentation.

General Design

Prepare applicable specifications.

Prepare contract documents that are suitable for pricing and construction purposes.

Conduct 2 pre-construction design meetings with selected contractor for design assist review sessions.

Construction cost estimating will be provided by Contractor during pre-construction services.

Assumptions

The following assumptions are in addition to those listed under IMEG's scope of services above.

General

Documentation (e.g., design drawings, maintenance records, etc.) of the existing underground utility systems relevant to our scope of work, which accurately represents the existing conditions, will be provided to IMEG.

Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

Information required for final geothermal system sizing and soil conditions, i.e. geothermal test well, will be provided to IMEG by A2 through their own third-party contract with geothermal contractor.

Utility Potholing, Geotechnical Investigation, and Environmental Consultation to determine existing conditions and documentation to be used during the design phase will be provided to IMEG by A2 through their own third-party contract(s) with third party consultants. This scope and budget is included as a separate contractor(s) within the project documentation provided to DOE by A2 for BP2.

The project will be designed by IMEG using Building Information Modeling (BIM) software with Autodesk Revit® and AutoCAD Civil 3D® as the platforms. The BIM deliverable will be no greater than Level of Development (LOD) 300 as defined in AIA Document E202. AutoCAD® files suitable for use as backgrounds for building and site will be provided to IMEG. Extensive modification of Revit® model, AutoCAD Civil 3D® model, or AutoCAD® backgrounds will be considered additional services.

The Revit® and AutoCAD Civil 3D® models are only inclusive of those systems and trades designed by IMEG. The Revit® and AutoCAD Civil 3D® models will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The Revit® and AutoCAD Civil 3D® models are intended for internal coordination among the design team. It is understood the models are not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.

Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.

Guardrails, ladders, stairs, platforms, or other components for supporting and accessing mechanical equipment will be designed and coordinated by others and will be part of the General Contractor's scope of work.

Identification, testing, and/or removal of hazardous materials will be by others.

An independent cost estimator will be engaged via contract with the design assist partner. Opinions or comments made by IMEG related to the independent cost estimator's work shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation.

IMEG assumes the selected General Contractor / Construction Manager will be using a web-based project software site, at their cost, for the purpose of hosting and managing project communication and documentation.

The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

The Owner will distribute bidding documents and prepare and administer the contract for construction.

Compensation

We propose to provide the services described above for a fixed fee of \$1,821,678.00. We have broken our estimates for each SOPO Task below. Should the size and/or scope of the project, project schedule, or project budget change, IMEG reserves the right to adjust our fees, or new or increased services will be provided as additional services.

<u>Description</u>	<u>Fee</u>
SOPO Task 8.0	\$72,043.00
SOPO Task 9.0	\$1,208,317.00
SOPO Task 12.0	\$84,550.00
SOPO Task 13.0	\$357,712.00
SOPO Task 14.0	\$34,550.00
Travel	\$64,506.00
Total	\$1,821,678.00

Project Expenses

The project travel expenses have been included in the fee table above.

The following reimbursable expenses are not included in the above fee and will be invoiced at actual cost:

- Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone when not provided to IMEG by A2.
- Payment of plan review fees, permit fees, filing fees, or other imposed governmental agency fees.
- Necessary consultants as approved by Client.
- Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.
- Postage and delivery charges.
- Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses include mileage, tolls, parking fees, taxi, train, airfare, rental car and fuel, and other out of pocket travel related expenses.
- Meals and lodging, when required to travel overnight.
- Expenses for safety training, background checks, vendor registration sites, and drug testing to access the site.
- Reproduction and distribution costs associated with issuing contract documents.
- Per diem for meals and incidentals at \$80 per day per employee.

Additional Services

General

Services within IMEG's expertise not included above.

Assistance with additional grants and other related funding applications.

Value engineering or negotiating construction cost/scope/alternates with contractors and related document revisions after 50% of SOPO Task 9 documents are complete.

Additional effort to support expedited, segmented, and/or express building permit process.

Revising IMEG design documents as a result of equipment lead times or supply chain delays.

Revising IMEG design documents arising from contractor's failure to comply with the contract document requirements.

Continuous updates to the design drawings throughout the construction administration period based on RFIs, box walk changes, Authority Having Jurisdiction/building inspector field comments, and other field changes.

LEED, WELL, or building certification criteria evaluation, energy modeling, calculation, justification, and documentation.

Civil

Incorporation of as-built conditions into City GIS system database or another platform.

SMEPT

Revising equipment, fields, and distribution layout and connections after IMEG's 50% SOPO Task 9 documents are complete.

Performing a confirmation site observation after the final job site observation has been completed.

Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.

Systems commissioning and special inspections. Please be advised that commissioning and/or special inspections may be required by some building/energy codes, even though it is excluded from this Proposal. If commissioning or engineering-related special inspections are required, IMEG can provide a proposal for additional services, or these services may be conducted by a third party.

Mechanical

Life cycle cost analysis.

ASHRAE 90.1 Energy Standards confirmation or modeling for code compliance.

Electrical

Lightning protection system evaluation and design.

Development of an arc flash hazard analysis or modifications to an existing arc flash analysis for the facility.

Closing

The attached Terms and Conditions dated 09.2024 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of all terms and conditions of this Proposal will be implied and contractually binding.

IMEG Consultants Corp.

Taylor Goertz | Taylor.C.Goertz@imegcorp.com

Kevin Goff | Kevin.R.Goff@imegcorp.com

Accepted: City of Ann Arbor, MI

Missy Stults

Terms and Conditions

1. Definitions:

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

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

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

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

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

“Losses” - Any loss, liability, claim, damage, cost, expense, and reasonable attorney’s fees.

“Party” - Each of IMEG and Client; “Parties” means IMEG and Client collectively.

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

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

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

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

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

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

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

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

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG’s Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate)

on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

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

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

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

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall be limited to the extent of IMEG's applicable and required insurance coverages available at the time of settlement or judgment. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

09.2024



2025 STANDARD HOURLY RATES - CIVIL
(rates adjusted annually)

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

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



2025 STANDARD HOURLY RATES - SMEPT/MEQ/Cx
(rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	\$310
Client Executive / Market Director	\$285
Project Executive	\$265
Senior Project Manager 2	\$240
Senior Project Manager 1	\$220
Engineer of Distinction	\$250
Senior (Engineer / Planner / Consultant) 3	\$235
Senior (Engineer / Planner / Consultant) 2	\$205
Senior (Engineer / Planner / Consultant) 1	\$190
Project (Engineer / Consultant) 2	\$170
Project (Engineer / Consultant) 1	\$155
(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	\$135
(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	\$120
Designer of Distinction	\$215
Senior (Designer / Authority) 3	\$195
Senior (Designer / Authority) 2	\$190
Senior (Designer / Authority) 1	\$170
Project (Designer / Authority) 2	\$155
Project (Designer / Authority) 1	\$140
(Designer / Authority / Analyst) 2	\$125
(Designer / Authority / Analyst) 1	\$115
Design Technician 2	\$100
Design Technician 1 / Intern	\$90
Senior Construction Administrator	\$190
Construction Administrator	\$155
Senior Procurement Manager	\$265
Senior Procurement Specialist	\$240
Project Coordinator	\$130
Structural Inspector of Distinction	\$250
Senior Structural Inspector	\$145
Structural Inspector 3	\$130
Structural Inspector 2	\$115
Structural Inspector 1	\$100
Senior Virtual Design Coordinator 2	\$145
Senior Virtual Design Coordinator 1	\$135
Virtual Design Coordinator 2	\$130
Virtual Design Coordinator 1	\$115
Virtual Design Technician	\$100
Administrative Assistant	\$90

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