

Grand Ledge Downtown Development Authority

319 Taylor Street
Grand Ledge, Michigan 48837
Agenda for a regular meeting to be held on
May 9, 2012
At City Hall, 200 E. Jefferson Street at 6:00 pm
*** Denotes item requiring action from Board

Agenda

- I. Call the Meeting to Order
- II. Roll Call (silent by Recording Secretary)
- III. Pledge of Allegiance
- IV. Audience Participation
- V. Approval of Regular Agenda (Changes in Agenda)
- VI. *** Approval of the minutes of April 11, 2012 regular meeting – enclosed
- VIII. Treasurers Report

 1. Payment of Bills – enclosed
 2. Financial Statement – enclosed
- IX. Committee Reports
- X. Old Business
 1. Madison Street House
 2. LED Light Demonstration Project
 3. Library Parking Lot Drainage – Engineer Proposal enclosed
 4. Signage Update
- XI. New Business
- XII. Directors Comments
- XIII. Adjourn

Attachments:

GRAND LEDGE DOWNTOWN DEVELOPMENT AUTHORITY
319 TAYLOR STREET
GRAND LEDGE MI 48837
(517) 622-5256

MINUTES – REGULAR MEETING
WEDNESDAY, APRIL 11, 2012
6:00 P.M.
COUNCIL CHAMBERS, CITY HALL
200 E. JEFFERSON ST.

- I & II. ROLL CALL** - Bruce MacDowell called the meeting to order at 6:01 p.m.
Present: Terrance Augustine, Ben Cwayna, Chris Fata, David Thomas, Keith Mulder, Bob Brown, Melanie May, Rachel Paxton-Schroeder, and Karl Glarner.
Absent: Mayor Kalmin Smith, Jason Barclay, and Christine Carter.
Also Present: Economic Development Director Mark Sullivan, Assistant City Administrator Ameer King.
- III. PLEDGE OF ALLEGIANCE** -
- IV. AUDIENCE PARTICIPATION** - John Courter, 11392 Hamrock Drive in Delta Township. Mr. Courter indicated he is writing a story for the high school newspaper on what role skateboarders, bicyclists, and roller bladers have in down town Grand Ledge. He further indicated that if the City ordinance banning roller bladers etc., is still relevant, then he proposes that if there is enough support from the citizens could that ordinance be repealed or altered?
- V. APPROVAL OF REGULAR AGENDA** - Mr. Sullivan requested to add under IX. Old Business, 2. Opera House/Library Parking lot water issue. Also if we could discuss the Madison Street house and LED lights after the Treasurers report. Mr. Brown made a motion to approve the agenda as amended. Mr. Augustine supported the motion. Motion carries 10 to 0.
- VI. APPROVAL OF MINUTES** - Ms. Rachel Paxton-Schroeder made a motion to approve the minutes of the March 14, 2012 meeting as presented. Ms. May supported the motion. Motion carries 10 to 0.
- VII. TREASURERS REPORT** -
- 1. Payment of bills** - Mr. Sullivan reviewed the bills to be paid. Mr. Mulder made a motion to approve the bills totaling \$5,309.14. Ms. May supported the motion. Motion carries 10 to 0.
 - 2. Financial Statement** - Mr. Sullivan reviewed the financial statements. Mr. Sullivan also reviewed the documents showing how the Department of Public Service internally bills the DDA for services.
 - 3. Budget Amendment** - Mr. Sullivan reviewed the budget amendments. One is for the work done at the Opera House and the second is to cover the annual disclosure statement from Stauder Barch.
- VIII. Committee Reports**
- Landscape Committee** - Mr. Sullivan reported that the board had discussed the flower pot planting and maintenance at the last meeting. The proposal from Bob Mackie was received and came in at \$13,800 to flowerpots and hanging baskets on the light poles. At the boards request Kim Dible was contacted to see if she was interested in bidding on the project. Ms. Dible indicated she wouldn't mind planting the pots, however, did not want to do the maintenance. Mr. Sullivan indicated that he contacted MGM Services to let Mr. Edmonds know he had the bid.
- IX. Old Business** -
- 1. Madison Street House** - Mr. Sullivan indicated that there has been a lot of discussion about what is to be done with the roof at Madison Street. It has come to our attention that there is an agreement that was signed by the Mayor stating that we would replace the roof. We did some informal checking with an

attorney and do not believe we can back out of the deal at this time. The two low bids for the roof are \$6,075 and \$6,200. The lowest bidder did not indicate he would replace any roof boards, so Ms. King made contact to verify that portion of the bid. The bidder did indicate that they would replace up to 5 boards with no additional cost. Mr. Glarner made a motion to approve the bid for T.I. Builders in the amount of \$6,200. Mr. Augustine supported the motion. Mr. Mulder indicated he would like it known that he recently had a roof replaced by the same contractor. A roll call vote was taken. Motion carries 10 to 0.

Rachel Paxton-Schroeder - yes	Keith Mulder - yes	Dave Jonas - yes
Melanie May - yes	Karl Glarner - yes	Bruce MacDowell - yes
Bob Brown -yes	Terrance Augustine - yes	
Chris Fata -yes	Ben Cwayna - yes	

2. Opera House/Library Parking lot water issue- Mr. Sullivan reported that he met with Harlan MacDowell of the Opera House Authority, Mayor Kalmin Smith, and Public Service Director Gary LaHaie at the Opera House to discuss water issues. The largest problem is the volume of water coming off the library parking lot. The fix by the office door seems to be working well, however, there are still issues. There is other issues in the parking area towards the front of the building. They have brick steps that are being washed out walking towards the river. The Public Service crew checked out the downspouts and all of them are plugged, which seems to be the reason for the stairs washing out. In 2009 a sketch was done by Fitzgerald Henne, but nothing was done at that time. It might make sense to add an additional platform by the steps to avert the water away from that area. At this time Jim Foster has been asked to work up a cost estimate and will be discussed at the next meeting. Mr. Mulder indicated that this may be an issue the City might want to look at also. Mr. Mulder further indicated that he would like the Opera House to fix their downspouts first to see if some of the washout is eliminated.

X. New Business -

1. LED Lights Downtown - Fred Saintamour, Sylvania Representative - Mr. Saintamour with Sylvania gave a presentation to the board showing how the downtown lights can be fitted with LED lights. Craig from Craig Electric met with Mr. Saintamour and commended that he meet with this board and give a presentation on their product. On an average it takes 4 ½ years for a payback to begin after initial investment. Each light is approximately \$600 without installation. They have a 5 year warranty on the drivers and 7 years on the led's. They last approximately 12 years. The energy savings alone could be \$125,000, then there is the maintenance savings which is ongoing. The Sylvania company has a program to try 4 lights for 90 days and if not satisfied return the product. There were questions raised as to other possible manufacturers of this product, it might be a good idea to do some more research on the products, and get an estimate for installation. Mr. Augustine made a motion to move forward with a 4 trial lights. Mr. Jonas supported the motion. Dave second. A roll call vote was taken. Motion carries 6 to 4.

Rachel Paxton-Schroeder - yes	Keith Mulder - no	Dave Jonas - yes
Melanie May -yes	Karl Glarner - yes	Bruce MacDowell - yes
Bob Brown -no	Terrance Augustine - yes	
Chris Fata -no	Ben Cwayna - no	

2. Replacement Banners for Downtown Street Lights - Mr. Sullivan reported that the Public Service staff members have brought to our attention that a lot of banners are in very bad condition. Kalamazoo Banner Works was the company we originally purchased the banners from. Since it had been quite a while since they bought them, we had to mail them a banner to receive a price. The costs would be a \$75 set up charge and \$44 per banner. For the original street scape we used burgundy, which are out most of the time. We do have spring and winter banners as well that are mixed in with the burgundy. A question was raised as to possibly redesigning or using school colors. There was a street scape design done several years ago and it keeps with the theme of the signs around town along with the banners. Mr. Sullivan indicated he would do an inventory of the banners before ordering to ensure we order the correct amount.

Mr. Augustine and Ms. Paxton-Schroeder left at 7:30 p.m.

Mr. Mulder made a motion to order the banners from Kalamazoo Banner Works. Mr. Brown supported the motion. A roll call vote was taken. Motion carries 7 to 1.

Melanie May - yes
Bob Brown - yes
Chris Fata - yes

Keith Mulder - yes
Karl Glarner - yes
Ben Cwayna - yes

Dave Jonas - no
Bruce McDowell - yes

XI. Directors Comments - Mr. Sullivan reviewed the Open Meetings Act.

Ben Cwayna left at 7:39 p.m.

Snow Plowing Costs - Mr. Sullivan indicated the breakdown on plowing costs were enclosed in the packet for review. No one had any questions.

Members Comments - Mr. Brown indicated that the Board should consider not taking action on an item while a representative (like from Sylvania) is still in the meeting.

Mr. Mulder reported that the Music in the Park is going on again this year and wanted to ask this Board if it was o.k. to leave the stage in May Pole Park as we did last year. Mr. Mulder further indicated that there will be new boards and paint on the stage this year. No one had any objection.

XII. ADJOURN - Mr. Brown made a motion to adjourn at 7:42 p.m. Mr. Glarner supported the motion. Motion carries 7 to 0.

Minutes recorded and transcribed by Ames King

Robert Brown, Secretary

Date Minutes Approved

DRAFT

5/2/2012

Downtown Development Authority
Revenue/Expenditure Report
May 2, 2012.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	Budget FY2012	NEW YEAR 5/2/2012
FUND 248	DDA TIFA SPECIAL REVENUE		
401.000	CURRENT PROPERTY TAXES	563,419	569,358
		374,715	374,715
628.000	MISCELLANEOUS REVENUE		1,065
662.000	RENT - PROPERTIES	9,000	3,163
664.000	INTEREST ON INVESTMENTS	1,000	111
634.000	EQUIPMENT RENTAL	0	0
675-000	DONATIONS	0	2,250
	Total DDA Revenue	948,134	950,662
Dept. 170-173	ECONOMIC DEVELOPMENT		
703.000	SALARIES	28,695	22,531
719.000	FRINGE BENEFITS	7,036	5,429
741.000	OPERATING SUPPLIES	500	291
801-004	ADMINISTRATIVE	500	539
802.000	LEGAL FEES	0	566
817.000	PROFESSIONAL SERVICES	1,060	1,060
830.000	RENTAL PROPERTY EXPENSES	6,500	11,294
830-001	PROPERTY OPERATING EXPENSE	130,000	99,125
840.000	INSURANCE	6,250	4,309
960-001	FACADE PROGRAM	20,000	20,000
974-006	CONSTRUCTION	10,000	9,950
991.000	DEBT - PRINCIPAL - River Street Houses	19,695	19,692
995.000	DEBT - INTEREST - River Street Houses	8,130	6,149
997-101	CONTRIBUTIONS TO GENERAL FUND	56,407	56,407
		294,773	257,343
Dept. 905-906	TRANSFERS		
793.000	TRANSFER TO GLAESA	66,416	66,416
605.000	TRANSFER TO DDA DEBT SVC FUND	365,000	365,000
603.000	TRANSFERS TO DDA PARKING LOT DEBT	256,127	145,989
602.000	TRANSFER TO ISLAND DEBT FUND	12,000	12,000
	Total Transfers	699,543	589,405
	Total expenditures	994,316	846,748
	Grand total net effect	-46,182	103,914

5/2/2012

Downtown Development Authority
Balance Sheet as of
May 2, 2012

	Fund 248	Fund 394	Fund 396	Fund 494	Total
Assets					
Cash	155,050	363,681	213,779	525,721	1,258,232
Total Assets	<u>155,050</u>	<u>363,681</u>	<u>213,779</u>	<u>525,721</u>	<u>1,258,232</u>
Reserves & Fund Balance					
Fund Balance	51,137	25,957	3,467	721,047	801,608
Change in Fund Balance	103,913	337,724	210,312	-195,326	456,623
	<u>155,050</u>	<u>363,681</u>	<u>213,779</u>	<u>525,721</u>	<u>1,258,232</u>
Total Liabilites & Balances	155,050	363,681	213,779	525,721	1,258,232
Total Cash less Funds 394 & 396	680,771				

ZIEMNICK FOSTER ENGINEERING, LLC
12350 Oneida Road
Grand Ledge, MI 48837
517.930.0438
www.zfengineering.com

5/2/2012

Re: Library Parking Lot - Storm Water Drainage
Project No: P-201217

Mr. Mark Sullivan
City of Grand Ledge DDA
200 E. Jefferson Street
Grand Ledge, MI 48837



Dear Mark:

Thank you for offering Ziemnick Foster Engineering, LLC (ZFE) the opportunity for continued professional services for the drainage issue on East River Street near the Opera House. It is our understanding that you desire a storm sewer drain capacity review around the subject area and design and construction inspection of trench drains along the East River Street entrances of the Library parking lot. We have developed the following phased design engineering work scope for this project.

PHASE I – INVESTIGATION

Upon receiving authorization, ZFE will perform a topographic survey of the development area. This survey will clearly depict the existing features including, but not limited to, storm manholes, curb lines, parcel lines, buildings, sidewalks, trees, utilities, and land contours. Concurrent with the topographic survey, ZFE will compile existing utility information. An existing conditions drawing will be developed for use.

A review of the storm sewer capacity from the East River Street / Library Lot manhole, downstream to the Grand River will take place. Investigation will include manhole locations and conditions, invert information, estimated watershed area, hydraulic grade line calculation, and a report of the findings.

Findings from the initial survey and sewer evaluation will be presented to the DDA and Public Service Director for review and comment prior to any work being completed in Phase II.

PHASE II – DESIGN

Based on the information gathered in Phase I, new storm water collection inlets will be designed at the two driveway openings from the Library parking lot to East River Street. This design will incorporate curb and gutter work, grading, trench drains, and associated storm sewer work. Work completed will be ready and available for bidding purposes. With the DDA's authorization to bid, ZFE will receive bids from local contractors, and present the findings for the DDA's review. The DDA could then award the project to the selected contractor for construction.

Should landscaping be desired for the area between the two driveway openings, as this is envisioned to be contained by curb and gutter, a separate fee is included for your consideration.

PHASE III - CONSTRUCTION

ZFE will observe and coordinate with the selected contractor to remove and construct the new driveway openings with trench drains. Construction will be phased so users will have access to the parking lot. It is also understood that E. Jefferson Street and possibly the JC Park Boat Launch will be under construction at the same time. ZFE will facilitate coordination of this project's contractor with the other ongoing projects.

A five (5) week construction period is anticipated for project completion. During this time, ZFE will provide construction observation during key times or 16 hours per week for a total of 80 hours. Although part-time inspection services is indicated for the project, ZFE is available via telephone and is located in Grand Ledge for quick response to questions or site visits, if necessary.

ZFE has included construction staking for the project.

ZFE will contract with Soil & Materials Engineers (SME) for the material testing services during construction including soil density testing, Hot-Mix Asphalt (HMA) testing, concrete testing and other testing as required. An allowance has been added to the professional services fee for this work. Fees for this work will be invoiced according to the actual fees incurred.

SCHEDULE

Based on our current schedule, we anticipate being able to commence the field survey within 14 days of authorization to proceed.

PROFESSIONAL SERVICES FEE

The following is a breakdown per phase of associated fees:

Phase I – Base Plans	\$1,785
Phase II – Design	\$1,840
Phase III - Construction	\$6,600
Construction Testing Allowance	\$3,000
Phase II Addition - Landscaping Design	\$570
Total Phases	<u>\$13,795</u>

Billing Rates are as follows:

Survey Crew	\$165 / Hour
Civil Engineer – Preferred Rate	\$80
Civil Engineering Technician	\$64
Landscape Architect	\$95
Electrical Engineer	\$95

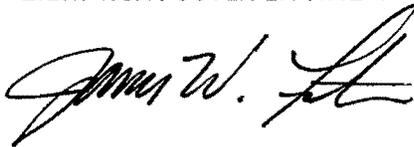
GENERAL TERMS AND CONDITIONS

ZFE General Terms and Conditions are attached to this proposal and will govern our services.

Changes to the terms and conditions provided could result in changes to scope and/or fee. ZFE will invoice for our services as outlined above on a monthly basis. Invoices are due 30 days from receipt.

We look forward to working with you on this project. If you have questions concerning our scope of services or our fee, please contact us.

Sincerely,
 ZIEMNICK FOSTER ENGINEERING, LLC



James W. Foster, P.E.

Enc.: Terms and Conditions
 Delivered by: Hand Delivery

PROFESSIONAL SERVICES AGREEMENT

Authorization

The Project Scope and Professional Fees stated in this proposal are valid for a period of sixty (60) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Ziemnick Foster Engineering, LLC.

Signatures of authorized representatives of the Grand Ledge DDA and Ziemnick Foster Engineering, LLC shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the above referenced text. All services shall be performed in accordance with the letter proposal dated May 2, 2012 and enclosed General Terms and Conditions for Professional Services, which are made a part of this proposal.

We appreciate the opportunity to submit this proposal to you. We look forward to working with you on this project.

- PHASE I – INVESTIGATION - Proposal for Engineering Services, not to exceed fee of \$1,785.**
- PHASE II – DESIGN - Proposal for Engineering Services, not to exceed fee of \$1,840.**
- PHASE III – CONSTRUCTION - Proposal for Engineering Construction Services, not to exceed fee of \$9,600 (includes \$3,000 material testing allowance for SME).**
- PHASE II ADDITION – LANDSCAPE DESIGN - Proposal for Landscape Services, not to exceed fee of \$570.**

Accepted by: GRAND LEDGE DDA

By: _____

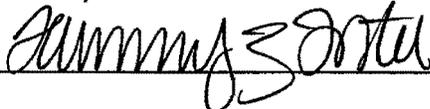
Name: _____

Title: _____

The above person is authorized to sign for CLIENT and bind the CLIENT to the terms thereof.

Date: _____

Approved by: ZIEMNICK FOSTER ENGINEERING, LLC

By:  _____

Name: Tammy Z. Foster, P.E., LEED AP BD+C

Title: Owner

Date: May 2, 2012

General Terms and Conditions For Professional Services



AUTHORIZATION. Ziennick Foster Engineering, LLC (ZFE) will begin services upon written authorization to proceed. CLIENT may authorize ZFE to proceed with work either by issuing a signed contract (the "Contract"), by issuance of an acknowledgement, confirmation, purchase order or other communication. Regardless of the form used, these General Terms and Conditions shall prevail as the basis of CLIENT's authorization to ZFE. If the terms or conditions of any CLIENT document or communication conflict with these General Terms and Conditions, this agreement shall control.

CLIENT RESPONSIBILITIES. CLIENT shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the project. If ZFE's services under this Authorization do not include full-time construction observation or review of the Contractor's performance, CLIENT shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against ZFE that may be in any way connected thereto.

COMPENSATION. ZFE will bill the CLIENT according to the method set forth in the proposal document with net payment due in thirty (30) days. The quoted fee will control until amended. Past due balances shall be subject to an interest charge at a rate of 1-1/2% per month. In addition, ZFE may, after giving seven (7) days' written notice, suspend service under any agreement until the CLIENT has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. Quoted fees or rates do not include any applicable state and local sales or use taxes, gross receipts taxes, or value-added taxes. Any such taxes shall be the responsibility of the CLIENT to pay. Unless stipulated otherwise, CLIENT shall compensate ZFE at hourly billing rates in effect when services are provided by ZFE employees.

CHANGES IN PROJECT SCOPE. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties, hereto, may be amended only by written instrument signed by both parties. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. ZFE will inform the CLIENT in writing of such situations so that changes in this agreement may be made as required. In addition, if the CLIENT requests significant modifications or changes in the scope of the project, the time of performance of ZFE's services and the fees shall be adjusted before ZFE undertakes the additional work. Compensation for changes in scope shall be based on the hourly rates when the services are performed, unless otherwise stipulated.

PROFESSIONAL STANDARDS AND OPINIONS OF COST. ZFE will provide services in accordance with ordinary generally accepted professional practices. ZFE disclaims all warranties and guarantees, express or implied. The standard of care for services performed or furnished by ZFE will be the care and skill ordinarily used by members of ZFE's profession practicing under similar circumstances at the same time and in the same locality. Any opinions of probable project costs, reviews and observations, and other decisions made by ZFE for the CLIENT are rendered on the basis of experience and qualifications and represent the professional judgment of ZFE. However, ZFE cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. CLIENT agrees to indemnify and to hold ZFE harmless for any claim arising out of or related in any way to project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of ZFE.

TERMINATION. Termination of this Agreement by the CLIENT or ZFE shall be effective upon ten (10) days' written notice to the other party. The written notice shall include the reasons and details for termination. In the event of termination, ZFE shall be equitably compensated for services performed to the effective date of the termination. Failure of the CLIENT to make payments to ZFE in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for ZFE to either suspend or terminate services. ZFE will prepare a final invoice showing all charges incurred through the effective date of termination; payment is due as stated within these Terms and Conditions.

LIMITATION OF LIABILITY. The liability of ZFE to the CLIENT for any indemnity commitments or for any damages arising in any way out of performance of this Agreement is limited to a period of twelve (12) months from the date of the last bill from ZFE to the CLIENT whether paid or not paid by the CLIENT. ZFE shall not be liable for any loss due to terrorism. To the fullest extent permitted by law, ZFE total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability, errors and omissions, whether based upon contract, warranty, negligence, strict liability or otherwise is, in the aggregate, limited to the greater of \$25,000 or the amount of the fee earned under this authorization. To the fullest extent permitted by law, ZFE's total liability to CLIENT for any cause or combination of causes, which arise out of claim for which ZFE is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to ZFE by ZFE's insurers in settlement or satisfaction of ZFE's claims under the terms and conditions of insurance policies applicable thereto.

General Terms and Conditions For Professional Services



INDEMNIFICATION. ZFE will defend, indemnify and hold CLIENT harmless for any claim, liability or defense cost for injury or loss sustained by any party from exposures caused by ZFE's negligence or willful misconduct. CLIENT agrees to defend, indemnify and hold ZFE harmless for any claim, liability or defense cost for injury or loss sustained by any party from exposure allegedly caused by ZFE's performance of services of this Agreement, except for injury or loss caused by the negligence or willful misconduct of ZFE. These indemnities are subject to specific limitations provided for in this Agreement.

INSURANCE. ZFE will maintain insurance coverage for: worker's compensation, general liability, automobile liability, and professional liability. ZFE will provide information as to specific limits upon written request. If the CLIENT requires coverage's or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the CLIENT. CLIENT shall cause ZFE and ZFE's consultants, employees and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by CLIENT which are applicable to the Project. CLIENT shall also provide worker's compensation insurance for CLIENT's employees. CLIENT agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment or any loss or damages, subrogation rights under the Agreement are hereby waived by the insurer with respect to claims against ZFE. CLIENT shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause ZFE and ZFE's consultants, employees and agents to be listed as additional insured's with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against ZFE.

DATA AND IMAGE FILES. Both electronic and hard copy (hereinafter "files") are part of ZFE's instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project or any other project shall be at CLIENT's sole risk and without liability or legal exposure to ZFE. ZFE makes no representation as to compatibility of electronic files with CLIENT's hardware or software. Differences may exist between these electronic files and corresponding hard-copy documents. ZFE makes no representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by ZFE and the electronic files, the signed or sealed hard-copy documents shall govern. Because information in the electronic files can be modified, unintentionally or otherwise, ZFE reserves the right to remove all indicia of ownership and/or involvement from each electronic display. Under no circumstances shall delivery of electronic files for reuse be deemed a sale by ZFE and ZFE makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall ZFE be liable for any loss of profit, delays damages, or any consequential damages as a result of reuse or changes to file or any data therein. To the fullest extent permitted by law, CLIENT shall indemnify and hold ZFE, its employees and agent harmless against all damages, liability or costs, including reasonable attorneys' fees, arising or resulting for CLIENT's reuse of file or data.

GENERAL CONSIDERATIONS.

This Agreement shall not be construed as imposing upon or providing ZFE the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

ZFE is not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages.

This Agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.

Neither CLIENT nor ZFE will have any liability for nonperformance caused in whole or in part by causes beyond ZFE's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and ware, labor unrest and strikes, acts of authorities, acts of terrorism, and event that count not be reasonably be anticipated.

This Agreement shall be construed and interpreted in accordance with the laws of the state of Michigan. No action may be brought except in the state of Michigan.

This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this Agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof. The Agreement does not create any benefits for any third party.

END OF GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES