



October 29, 2025

Mr. John Hood
Mrs. Liz Lentz
Okemos Public Schools
4406 Okemos Road
Okemos, MI 48864

Re: Owner's Representative Services for Pre-Bond Services for Okemos Public Schools

Mr. Hood and Ms. Lentz,

Veridus Advisors, a Veridus Group, Inc. company, is pleased to provide the following proposal for owner representation pre-bond services for the proposed 2027 bond. We have prepared a scope of services based on our conversations, our understanding of the proposed project, and our experience with similar projects.

Veridus Advisors will provide the services necessary to guide Okemos Public Schools through the relationships with both the design and construction teams and assist throughout the entirety of the pre-bond process leading up to the potential bond vote in 2027.

PROJECT DESCRIPTION

Okemos Public Schools seeks to pass a bond in 2027 that would ultimately fund future campus-wide capital projects.

PROJECT SCOPE OF SERVICES

The following is a general scope of services we typically perform for projects of similar scope and size. This is meant to be a representative list of the pre-bond services we provide. Please note that this proposal only includes owner's representative services for the Pre-Bond Phase of the project, leading up to the future election.

Pre-Bond Phase Services

- A. Assist the owner in identifying the process of selecting an A/E and Construction Management firm.
- B. Work with the Owner, legal counsel, and financial advisor to develop the project budget, funding schedule, and contract negotiations.
- C. Develop or confirm a collaborative document management system for the design and construction teams and establish a communication protocol.
- D. Work with the Owner, A/E, and CM to develop/confirm the project schedule.
- E. Work with the Owner, A/E, and CM to develop an overall pro-forma budget, including a breakout of construction and non-construction costs (soft costs including all miscellaneous fees).
- F. Work with the Owner to validate conceptual designs.
- G. Attend, participate, and document periodic pre-bond meetings.
- H. Engage with our public safety consultants when/if required.
- I. Assist in the coordination of the design and design review process.

A VERIDUS GROUP COMPANY



J. Work with A/E and CM firms in the marketing and campaign strategy for the election.

COMPENSATION

We understand that it is challenging for school districts to pay upfront for pre-bond services. Given our desire to continue a long-term relationship with your district, we are willing to defer our pre-bond costs. You will not owe us anything until your district passes a bond or you choose to work with another Owner's Representative. In either case, you would only owe us for the pre-bond services rendered to date.

Veridus will send quarterly statements of our deferred pre-bond labor and costs to keep you informed as they are incurred. This balance will also be discussed during the weekly current project Owner's meeting.

Classification of Employee Group	Rate/Hr
Principal	\$225
Director	\$210
Project Executive	\$200
Sr. Project Manager	\$195
Project Manager	\$185
Assistant Project Manager	\$155
Project Consultant (Specialty)	\$150-\$250
Project Assistant	\$140
Administrative	\$100

Once the bond is successfully passed, we will provide a fixed fee for the remaining phases for your review. For budgeting purposes, our full project fixed fee is typically 2-3 percent of the total project cost.

Full payment of invoices is due within 30 days from the invoice date. If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract. We shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

REIMBURSABLE EXPENSES

The following expenses will be considered reimbursable and will be invoiced at their direct cost on the monthly invoices.

- A. Reproduction services for plans and specifications
- B. Overnight postage, certified mail, and delivery services
- C. Permit or applications fees as paid by Veridus Group, Inc.
- D. Project-related mileage at the current federal rate

A VERIDUS GROUP COMPANY



CLOSING

Mr. Hood and Ms. Lentz, thank you for this opportunity. We look forward to our continued partnership in this important work for Okemos Public Schools and the community. If the terms of this proposal and the attached Terms and Conditions are agreeable, we will schedule a kickoff meeting with your team and begin our services.

If you have any questions, please feel free to contact me directly on my cell at 574-238-3851.

Sincerely,

A handwritten signature in dark ink, appearing to read "Landon Martin", is written over a light gray background.

Landon Martin
Director, Veridus Michigan

Accepted

Date

A VERIDUS GROUP COMPANY



TERMS AND CONDITIONS

- 1. INSURANCE:** Veridus shall secure and endeavor to maintain such insurance as will protect the Client from claims of negligence, bodily injury, death or property damage that may arise out of the performance of Veridus' services under this Agreement.
- 2. PAYMENT TO THE CONSULTANT:** If the Client fails to make monthly payments due Veridus, Veridus may, after giving seven days written notice to the Client, suspend services under this Agreement and retain all work products deliverable to the Client until full payment is received. The project completion date shall be automatically extended by the number of days services are suspended. No deductions shall be made from Veridus' compensation on account of penalty, liquidated damages or other sums withheld from payment(s) to Veridus or based on Veridus' performance.
- 3. RISK ALLOCATION:** In recognition of the relative risks, rewards and benefits of the Project to both the Client and Veridus, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Veridus' total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any cause or causes, shall not exceed the total amount of Veridus' fee for any claim arising out of Veridus' negligence.
- 4. OPINION OF PROBABLE CONSTRUCTION COSTS:** Any opinion of probable construction cost prepared by Veridus represents their judgment as a design professional and is supplied for the general guidance of the Client. Since Veridus has no control over the cost of labor and material, or over competitive bidding or market conditions, Veridus does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.
- 5. OWNERSHIP OF DOCUMENTS:** It is understood by and between the parties to this Agreement that all Drawings, Specifications and other work or products of Veridus for this Project shall remain the property of Veridus and are instruments of service for this Project only and shall apply to this particular Project only. Any reuse of the instruments of service of Veridus by the Client for any extensions of the Project or for any other project without the written permission of Veridus shall be prohibited.
- 6. REIMBURSABLE EXPENSES:** Reimbursable expenses include actual expenditures made by Veridus, their employees or their sub-consultants on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to the following: (a) expenses of transportation, meals and lodging when traveling in connection with a project; (b) overnight or express mail; photographic development and supplies; couriers and fees paid for testing and/or for securing approval of authorities having jurisdiction over this Project; (c) expenses of printing, reproduction, postage and handling of drawings and specifications; (d) expenses related to sub-consultants and specialists when authorized by the Client. Mileage shall be billed at the current observed federal rate.

In-house plotting, printing and reproduction will be billed as follows:

Drawing Plots	24 x 36 bond	\$3.00
	30 x 42 bond	\$4.00
Color Prints	8.5 x 11 bond	\$0.50
	11 x 17 bond	\$1.00
Digital Media	CD	\$5.00

A VERIDUS GROUP COMPANY



- 7. CONSTRUCTION PHASE SERVICES:** Should the Client authorize construction installation based on the plans provided under this Agreement without project observation, review of contractor's performance, and/or construction phase services by Veridus, the Client assumes all responsibility for interpretation of these documents and for construction observation, and waives any claims against Veridus that may be in any connected thereto.
- 8. EXISTING AND HIDDEN CONDITIONS:** A condition is hidden if existing finishes or features conceal it or if it cannot be investigated by reasonable visual observation. If Veridus has reason to believe that such a condition may exist, Veridus will notify the Client, who shall then authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition.
- 9. DISPUTE RESOLUTION:** All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator. The Client and Veridus agree to include a similar mediate agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators involved in this project, thereby providing for mediation as the primary method for dispute resolution between all parties.
- 10. CHANGES IN SCOPE OF SERVICES:** In the event the scope of work as described in this Agreement changes to a degree that will alter the fee, the Client shall be notified in writing and a revised fee will be documented and a completion time and compensation amount will be submitted for approval.
- 11. ACCESS TO SITE:** Unless otherwise stated, Veridus shall have access to the site/area for activities necessary for the performance of our services.
- 12. ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by Veridus shall not be considered an assignment for purposes of this Agreement.
- 13. PROFESSIONAL LIABILITY INSURANCE:** Veridus is covered for professional liability by our practice policy. Any additional insurance required, in excess of our practice policy, will be a reimbursable expense.
- 14. HAZARDOUS MATERIALS:** Both parties acknowledge that Veridus' scope of services does not include any service related to the presence of any hazardous or toxic materials. Veridus may, at its option and without liability for consequential or other damages, suspend performance of its services until the Client retains appropriate parties to identify and abate or remove the hazardous or toxic materials and warrants the jobsite is in full compliance with all applicable laws and regulations.
- 15. JOBSITE SAFETY:** Consultant shall have no authority to exercise any control over any construction contractor or other entity in connection with their work or any health or safety precautions. The Client agrees the General Contractor shall be solely responsible for jobsite safety and worker safety and warrants that such intent shall be included in Client's contract with the General Contractor.
- 16. RECORD DRAWINGS:** Since record drawings are based on unverified information provided by other parties, which Veridus shall assume will be reliable, Veridus cannot and does not warranty their accuracy.
- 17. STANDARD OF CARE:** In providing services under this Agreement, Veridus will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Veridus makes no warranty as to its professional services rendered under this agreement.

A VERIDUS GROUP COMPANY



18. PROFESSIONAL SERVICES CONTINGENCY AND BETTERMENT (Value Added): The Client agrees that perfection is not attainable nor is it the “standard of care.” Therefore, errors or omissions in the Construction Documents may occur. A contingency fund or “reserve” should be set aside by the Client to cover additional construction costs due to possible error or omissions.

The cost of correcting the error or omission shall be computed as the “premium” that must be paid to make the correction out of the normal construction sequence. The actual cost of the omitted component itself would have been required even if it had been included in the original documents; and therefore, it would not be part of the “premium.”

19. TERMINATION OF SERVICES: In the event of termination of this Agreement by either party, the Client shall, within 30 days of termination, pay Veridus for all services rendered and all reimbursable costs incurred by Veridus up to the date of termination.

20. CONSEQUENTIAL DAMAGES: Neither the Client nor Veridus shall be liable to the other or shall make a claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement.

21. APPLICATIONS ON THE CLIENT’S BEHALF: Veridus shall assist the Client in assembling the Client’s local permit application, State plan review application or other jurisdictional review applications as a reimbursable expense. This assistance is limited to assembling documents and submitting to the proper jurisdiction(s). Application and review fees shall be reimbursable expenses. Veridus makes no warranty, implied or expressed, that such permit(s) or approval(s) will be granted. Meetings or presentations to authorities having jurisdiction are considered hourly reimbursable expenses unless otherwise noted and shall be subject to professional fees as such, per the terms noted in this Agreement.

22. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, the Client and Consultant agree the time period for bringing claims regarding Consultant’s performance under this Agreement shall expire one year after substantial completion of the project.