

“EXHIBIT A” - TERMS AND CONDITIONS

1. **THE AGREEMENT:**  
THESE TERMS AND CONDITIONS, THE ATTACHED AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES, AND ANY EXHIBITS OR ATTACHMENTS CONSTITUTE THE AGREEMENT BETWEEN THE CLIENT AND THE FIRM (JOSEPH PHILIPS – ARCHITECT, LLC), SUPERSEDING ANY AND ALL PRIOR NEGOTIATIONS, CORRESPONDENCE, OR AGREEMENTS EITHER WRITTEN OR ORAL. ANY CHANGES TO THE AGREEMENT MAY AFFECT “BASIS OF COMPENSATION” AND MUST BE MUTUALLY AGREED TO BY BOTH PARTIES, IN WRITING.
2. **CONTACT INFORMATION:**  
THE CLIENT ACKNOWLEDGES THAT THE NAME(S), ADDRESS(ES), PHONE NUMBER(S), FAX NUMBER(S), E-MAIL ADDRESS(ES) INDICATED WITHIN THE CONTRACT AGREEMENT ARE ACCURATE AND THE FIRM HAS THE RIGHT TO RELY ON THEIR ACCURACY.
3. **CONTACT PERSON:**  
THE FIRM HAS THE RIGHT TO EXPECT THAT ONE PERSON WILL BE ACTING ON BEHALF OF THE OWNER IN MAKING DECISIONS ON THIS PROJECT. THE CONTACT PERSON WILL BE THE INDIVIDUAL WHO SIGNS THE CONTRACT, UNLESS A LETTER STATING OTHERWISE IS FORWARDED TO THE FIRM.
4. **ACCURACY AND CORRECTNESS OF INFORMATION PROVIDED:**  
THE CLIENT ACKNOWLEDGES THAT THE FIRM MAY RELY ON THE ACCURACY AND CORRECTNESS OF ALL INFORMATION FORWARDED TO THE FIRM BY THE CLIENT, CLIENT CONTACT AND / OR THE CLIENT'S CONSULTANTS.
5. **AUTHORIZED ADDITIONAL SERVICES**  
ADDITIONAL SERVICES AUTHORIZED BY THE CLIENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS CONTRACT AGREEMENT, INCLUDING ALL EXHIBITS.
6. **GOVERNING LAW AND SURVIVAL:**  
THE LAWS OF THE STATE OF MICHIGAN WILL GOVERN THE VALIDITY OF THESE TERMS AND CONDITIONS, THEIR INTERPRETATION, AND PERFORMANCE. IF ANY OF THE PROVISIONS CONTAINED HEREIN ARE HELD ILLEGAL, INVALID, OR UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS WILL NOT BE IMPAIRED. LIMITATIONS OF LIABILITY AND INDEMNITIES WILL SURVIVE TERMINATION OF THE AGREEMENT FOR ANY CAUSE.
7. **STANDARD OF CARE:**  
THE PROFESSIONAL SERVICES PROVIDED BY THE FIRM SHALL BE PERFORMED IN A MANNER CONSISTENT WITH THAT DEGREE OF SKILL AND CARE ORDINARILY EXERCISED BY PRACTICING DESIGN PROFESSIONALS PERFORMING SIMILAR SERVICES IN THE SAME LOCALITY, AT THE SAME SITE AND UNDER THE SAME OR SIMILAR CIRCUMSTANCES AND CONDITIONS. THE FIRM MAKES NO OTHER REPRESENTATIONS, CERTIFICATIONS, GUARANTEES OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER.
8. **CERTIFICATION, GUARANTEES AND WARRANTIES:**  
THE FIRM SHALL NOT BE REQUIRED TO EXECUTE ANY DOCUMENT THAT WOULD RESULT IN THEIR CERTIFYING, GUARANTEEING, OR WARRANTING THE EXISTENCE OF CONDITIONS WHOSE EXISTENCE THE FIRM CANNOT ASCERTAIN.
9. **INDEMNIFICATION:**  
THE CLIENT SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS THE FIRM, ITS OFFICERS, EMPLOYEES, MEMBERS, AGENTS, AND SUB-CONSULTANTS FROM AND AGAINST ALL DAMAGE, LIABILITY, AND COSTS INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF ANY OF THE PARTIES ABOVE NAMED OF THE SERVICES UNDER THIS AGREEMENT, EXCEPTING ONLY THOSE DAMAGES, LIABILITIES, OR COSTS ATTRIBUTABLE TO THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE FIRM.
10. **LIMITATION OF LIABILITY:**  
IN RECOGNITION OF THE RELATIVE RISKS, REWARDS, AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE FIRM, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE FIRM'S TOTAL LIABILITY TO THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIMS ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED THE FIRM'S FEE FOR THIS AGREEMENT. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, THE FIRM'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY. THE FIRM AS NOTED HEREIN, IS INTENDED TO INCLUDE THE FIRM, ITS OFFICERS, EMPLOYEES, MEMBERS, AGENTS, AND SUB-CONSULTANTS.
11. **DISPUTE RESOLUTION:**  
ANY CLAIMS OR DISPUTES MADE DURING DESIGN, CONSTRUCTION, OR POST-CONSTRUCTION BETWEEN THE CLIENT AND THE FIRM SHALL BE SUBMITTED TO NON-BINDING MEDIATION. CLIENT AND FIRM AGREE TO INCLUDE A SIMILAR MEDIATION AGREEMENT WITH ALL CONTRACTS, SUB-CONTRACTORS, SUB-CONSULTANTS, SUPPLIERS, OR FABRICATORS, THEREBY PROVIDING FOR MEDIATION AS THE PRIMARY METHOD FOR DISPUTE RESOLUTION BETWEEN ALL PARTIES. ALL DISPUTES WHETHER SUBMITTED FOR MEDIATION OR LITIGATION SHALL BE DECIDED WITHIN THE STATE OF MICHIGAN.
12. **WAIVER OF CONSEQUENTIAL DAMAGES:**  
NEITHER THE CLIENT NOR THE FIRM SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RELATED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF REPUTATION, UNREALIZED SAVINGS OR DIMINUTION OF PROPERTY VALUE AND SHALL APPLY TO ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF WARRANTY.”
13. **USE AND OWNERSHIP OF DOCUMENTS:**  
ALL REPORTS, NOTES, DRAWINGS, SPECIFICATIONS, DATA, CALCULATIONS, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY THE FIRM ARE INSTRUMENTS OF THE FIRM'S SERVICE THAT SHALL REMAIN THE FIRM'S PROPERTY. THE CLIENT AGREES NOT TO USE THE FIRM GENERATED DOCUMENTS FOR MARKETING PURPOSES AND/OR FOR PROJECTS OTHER THAN THE PROJECT FOR WHICH THE DOCUMENTS WERE PREPARED, OR FOR FUTURE MODIFICATIONS TO THIS PROJECT, WITHOUT THE FIRM'S EXPRESS WRITTEN PERMISSION. THE REUSE OR DISTRIBUTION TO THIRD PARTIES WITHOUT SUCH EXPRESS WRITTEN PERMISSION OR PROJECT-SPECIFIC ADAPTION BY THE FIRM WILL BE AT THE CLIENT'S SOLE RISK AND WITHOUT LIABILITY TO THE FIRM, OR ITS EMPLOYEES, SUBSIDIARIES, INDEPENDENT PROFESSIONAL CONSULTANTS, SUB-CONSULTANTS AND SUBCONTRACTORS. CLIENT SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE FIRM FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, FEES, LOSSES, CLAIMS, DEMANDS, LIABILITIES, SUITS, ACTIONS, AND DAMAGES WHATSOEVER ARISING OUT OF OR RESULTING FROM SUCH UNAUTHORIZED REUSE OR DISTRIBUTION. ALL DOCUMENTS PRODUCED BY THE FIRM UNDER THIS AGREEMENT SHALL REMAIN THE PROPERTY OF THE FIRM AND MAY NOT BE USED BY THE CLIENT FOR ANY OTHER ENDEAVOR WITHOUT THE WRITTEN CONSENT OF THE FIRM.
14. **INITIAL PAYMENT / INVOICES:**  
A NON-REFUNDABLE INITIAL PAYMENT SHALL BE REQUIRED TO BEGIN WORK, UNLESS NOTED OTHERWISE. AT THE OPTION OF THE FIRM, THE INITIAL PAYMENT SHALL BE CREDITED ON THE FINAL INVOICE. INVOICES FOR THE FIRM'S SERVICES SHALL BE SUBMITTED TO THE CLIENT, ON A MONTHLY BASIS, AT A SUBSTANTIAL MILESTONE IN THE PROJECT, OR UPON COMPLETION OF SERVICES. INVOICES SHALL BE PAYABLE UPON RECEIPT. IF AN INVOICE IS NOT PAID OR OBJECTED TO FOR VALID CAUSE WITHIN 10 DAYS OF THE INVOICE'S DATE, THE FIRM MAY, WITHOUT WAIVING ANY CLAIM OR RIGHT AGAINST THE CLIENT, AND WITHOUT LIABILITY WHATSOEVER TO THE CLIENT, SUSPEND OR TERMINATE THE PERFORMANCE OF THE SERVICE. ACCOUNTS UNPAID 30 DAYS AFTER THE INVOICE DATE MAY BE SUBJECT TO A MONTHLY SERVICE CHARGE OF 1.5% (OR THE LEGAL RATE) ON THE THEN UNPAID BALANCE. IN THE EVENT ANY PORTION OR ALL OF AN ACCOUNT REMAINS UNPAID 60 DAYS AFTER BILLING, THE CLIENT SHALL PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.
15. **PROJECT DELAY / SUSPENSION:**  
IF AT ANY TIME THE PROJECT IS DELAYED OR SUSPENDED BY THE CLIENT, OR AN INTERESTED THIRD PARTY, FOR MORE THAN THIRTY (30) CALENDAR DAYS, THE FIRM SHALL BE COMPENSATED FOR SERVICES PERFORMED. UPON RESUMPTION OF PROJECT ACTIVITIES, AN EQUITABLE ADJUSTMENT IN FEE WILL BE MADE TO THE FIRM, TO ACCOMMODATE THE RESULTING DEMOBILIZATION AND RE-MOBILIZATION COSTS.
16. **TERMINATION OF SERVICES:**  
THIS AGREEMENT MAY BE TERMINATED BY THE CLIENT OR THE FIRM SHOULD THE OTHER FAIL TO PERFORM ITS OBLIGATION HEREIN. SERVICES MAY BE SUSPENDED AND THE AGREEMENT MAY BE TERMINATED SEVEN (7) CALENDARS DAYS AFTER E-MAIL NOTIFICATION. E-MAIL NOTIFICATION WILL BE FOLLOWED BY WRITTEN REGISTERED MAIL NOTIFICATION MAILED THE NEXT BUSINESS DAY. THERE SHALL BE NO LIABILITY FOR COSTS OR DAMAGES AS A RESULT OF SUCH SUSPENSION CAUSED BY ANY BREACH OF THE AGREEMENT. IN THE EVENT OF TERMINATION, THE CLIENT SHALL PAY THE FIRM FOR ALL SERVICES RENDERED UP TO AND INCLUDING THE DATE OF TERMINATION, ALL REIMBURSABLE EXPENSES, AND ALL REIMBURSABLE TERMINATION EXPENSES. IF AT ANY TIME THE PROJECT IS SUSPENDED BY THE CLIENT, OR AN INTERESTED THIRD PARTY, FOR MORE THEN NINETY (90) CALENDAR DAYS, SERVICES SHALL BE AUTOMATICALLY TERMINATED WITHOUT THE REQUIREMENT OF AN E-MAIL OR REGISTERED MAIL NOTIFICATION. THE NINETY (90) DAYS SHALL START FROM THE DATE OF THE LAST INVOICE ISSUED FOR THE PROJECT.
17. **ACCESS TO SITE:**  
UNLESS OTHERWISE STATED, THE FIRM SHALL HAVE ACCESS TO THE SITE FOR ACTIVITIES NECESSARY FOR THE PERFORMANCE OF THE SERVICES. THE FIRM WILL TAKE RESPONSIBLE PRECAUTIONS TO MINIMIZE DAMAGE TO THE SITE / BUILDING DUE TO THESE ACTIVITIES. THE COST OF RESTORATION OF ANY RESULTING DAMAGE IS NOT INCLUDED IN THE FIRM'S FEE. THE CLIENT IS RESPONSIBLE FOR COST TO REPAIR ANY DAMAGE CAUSED BY THE FIRM.
18. **PROJECT EXPEDITING:**  
IN ORDER TO EXPEDITE THE PROJECT, THE FIRM MAY ISSUE CONSTRUCTION DOCUMENTS FOR BIDDING AND / OR SUBMISSION FOR PERMITS PRIOR TO FINAL STRUCTURAL OR ARCHITECTURAL REVIEW. IF THIS IS THE CASE, PRIOR TO THE START OF CONSTRUCTION THE FIRM WILL ISSUE AN ADDENDUM OR BULLETIN OUTLINING ANY ADDITIONAL INFORMATION / REVISIONS REQUIRED TO ISSUE THE CONSTRUCTION DOCUMENTS FOR CONSTRUCTION.
19. **PRE-CONSTRUCTION MEETING:**  
IT IS HIGHLY RECOMMENDED THAT A PRE-CONSTRUCTION MEETING IS TO BE HELD IN THE OFFICE OF THE FIRM WITH THE CLIENT, BUILDER / GENERAL CONTRACTOR AND THE FIRM. THE BUILDER / GENERAL CONTRACTOR IS WELCOME TO BRING ANY OTHER INTERESTED INDIVIDUALS / SUBCONTRACTORS TO THE MEETING. THE PURPOSE OF THIS MEETING IS TO REVIEW THE CONSTRUCTION DOCUMENTS IN A GROUP SETTING GIVING THE FIRM THE OPPORTUNITY TO IDENTIFY SPECIFIC AREAS WITHIN THE PROJECT THAT THEY WOULD LIKE TO EMPHASIZE AND TO GIVE THE CONTRACTOR THE OPPORTUNITY TO ASK ANY QUESTIONS THEY MAY HAVE REGARDING THE DOCUMENTS OR THE PROJECT.
20. **COMMENCEMENT OF CONSTRUCTION:**  
CONSTRUCTION IS NOT TO BEGIN UNTIL CONSTRUCTION DOCUMENTS HAVE BEEN ISSUED BY THE FIRM AND SUBMITTED TO THE GOVERNING AUTHORITY / AUTHORITIES AND PERMITS HAVE BEEN OBTAINED TO BEGIN CONSTRUCTION. CONSTRUCTION WHICH BEGINS PRIOR TO THIS TIME SHALL BE DONE AT THE SOLE RISK OF THE CLIENT.
21. **CONSTRUCTION OBSERVATION SERVICE:**  
UNLESS PROPOSED AND AGREED UPON, THE FIRM'S SERVICES DO NOT INCLUDE CONSTRUCTION OBSERVATION. THE FIRM SHALL NOT VISIT THE PROJECT DURING CONSTRUCTION AND WILL NOT DETERMINE IF THE CONSTRUCTION MEETS THE DESIGN INTENT OF THE CONSTRUCTION DOCUMENTS. THE CLIENT ASSUMES ALL RESPONSIBILITY FOR INTERPRETATION OF THE CONSTRUCTION DOCUMENTS AND CONSTRUCTION OBSERVATION AND WAIVES ANY CLAIM AGAINST THE FIRM RELATED TO THE PROJECT'S CONSTRUCTION. (SEE 'EXHIBIT C').
22. **SHOP DRAWINGS:**  
WHERE SHOP DRAWINGS ARE INCLUDED WITHIN THE SCOPE OF THE FIRM'S WORK, THE FIRM'S REVIEW IS FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH INFORMATION AND DESIGN CONCEPT GIVEN IN THE CONSTRUCTION DOCUMENTS. REVIEW DOES NOT EXTEND TO DIMENSIONS, QUANTITIES, FIELD CONDITIONS OF THE TRADES, INSTALLATION INSTRUCTIONS, PERFORMANCE OF EQUIPMENT SYSTEMS, OR FOR MEANS, METHODS, SEQUENCES OR SAFETY PROCEDURES OF CONSTRUCTION UNLESS EXPLICITLY STATED BY THE FIRM. ACTION ON A SINGLE SUBMITTAL DOES NOT INDICATE ACTION OF AN ASSEMBLY OF WHICH SUBMITTAL IS A COMPONENT. ACTION TAKEN IN REVIEW DOES NOT ALLOW OR APPROVE DEVIATIONS FROM CONSTRUCTION DOCUMENTS UNLESS THE DEVIATION IS EXPLICITLY NOTED AND APPROVED BY THE FIRM. (SEE 'EXHIBIT C').

“EXHIBIT B” - STANDARD RATE AND CHARGE SCHEDULE

1. **RATES:**  
RATES LISTED ABOVE ARE APPLICABLE FOR AGREEMENTS WITH “HOURLY” OR “FIXED FEE” AGREEMENTS REQUIRING ADDITIONAL SERVICES:
- **ARCHITECTURAL**  
PRINCIPLE: \$120.00 / HR.      ARCHITECT: \$95.00 / HR.      SENIOR STAFF: \$80.00 / HR.  
DESIGN / DRAFTSPERSON: \$70.00 / HR.      DRAFTSPERSON: \$50.00 TO 65.00 / HR.      OFFICE STAFF: \$50.00 / HR.
2. **CHARGES:**  
PROFESSIONAL SUB-CONSULTANT FEES (AS APPLICABLE) WILL BE SUBJECT TO CHARGES:
- **PROFESSIONAL SUB-CONSULTANTS**  
THE FIRM'S CHARGE TO THE CLIENT FOR SUB-CONSULTANT SERVICES SHALL BE SUB CONSULTANTS FEE TO THE FIRM, PLUS 15%. SUB-CONSULTANTS INCLUDE, BUT ARE NOT LIMITED TO A SURVEYOR, CIVIL ENGINEER, LANDSCAPE ARCHITECT, STRUCTURAL ENGINEER, MECHANICAL ENGINEER, PLUMBING ENGINEER, ELECTRICAL ENGINEER, CONSTRUCTION COST ESTIMATOR, ARCHITECTURAL ILLUSTRATOR, ETC.  
NOTE A: NO PROFESSIONAL SUB-CONSULTANTS ARE INCLUDED WITHIN THE AGREEMENT UNLESS SPECIFICALLY NOTED WITHIN THE “SCOPE / INTENT AND EXTENT OF SERVICES TO BE PROVIDED BY THE FIRM”.  
NOTE B: IF PROFESSIONAL SUB-CONSULTANTS ARE SPECIFICALLY NOTED WITHIN THE “SCOPE / INTENT AND EXTENT OF SERVICES THEIR CHARGES ARE ALREADY INCLUDED IN THE FEE.  
NOTE C: PROFESSIONAL SUB-CONSULTANTS HIRED DIRECTLY BY THE CLIENT SHALL NOT BE SUBJECT TO THESE FEES. ADDITIONAL SERVICES MAY BE CHARGED BY THE FIRM HOWEVER, SHOULD THE COORDINATION WITH SUCH SUB-CONSULTANTS NOT BE INCLUDED IN THE INITIAL AGREEMENT WITH THE CLIENT.

3. **EXPENSES:**

IN ADDITION TO THE "BASIS OF COMPENSATION" FEE NOTED WITHIN THE AGREEMENT, THE CLIENT SHALL BE INVOICED FOR HANDLING AND PROCUREMENT OF REIMBURSABLE ITEMS FOR PROJECT DEVELOPMENT AND EXECUTION.

• **HANDLING**

HANDLING SHALL BE INVOICED AT \$45.00 / HR AND SHALL INCLUDE ANY TIME EXPENDED TO:

A. RETRIEVE, PRINT, FORWARD, TRANSPORT DOCUMENTS OR DATA REQUIRED TO COMPLETE EXECUTION OF CONTRACT REQUIREMENTS OR ADDITIONAL SERVICES REQUESTED BY THE CLIENT.

B. RECEIVE, FILE, PRINT AND / OR RESPOND TO E-MAIL CORRESPONDENCE RECEIVED FROM OR RETURNED TO THE CLIENT.

C. CONVERSION OF E-MAIL OR ELECTRONIC FILES OF WRITTEN OR DRAWN INFORMATION RECEIVED BY THE FIRM WHICH IS INCOMPATIBLE WITH THE SOFTWARE USED BY THE FIRM OR MUST BE REFORMATTED / REGENERATED TO COMPLIMENT THE FIRM'S PRESENTATION FORMAT.

• **REIMBURSABLE ITEMS**

REIMBURSABLE ITEMS DESCRIBED BELOW SHALL BE INVOICED AT COST PLUS 10%. REIMBURSABLE ITEMS INCLUDE:

A. MILEAGE COST (\$0.58 / MILE). B. POSTAGE, PARCEL SERVICE COST. C. OUTSOURCE PRINTING AND COPY COST. D. IN-HOUSE COPY COST. (BLACK & WHITE: 8½" X 11" - \$0.20, 8½" X 14" - \$0.30, 11" X 17" - \$0.50 - COLOR COPIES TIMES 2)

## "EXHIBIT C" - SERVICES WILL NOT INCLUDE

THE SERVICES LISTED BELOW ARE NOT INCLUDED, UNLESS NOTED OTHERWISE, SPECIFICALLY WITHIN THE AGREEMENT (EXCLUDING EXHIBITS). ANY OF THE SERVICES LISTED BELOW CAN BE PROVIDED BY THE FIRM OR THROUGH PROFESSIONAL SUB-CONSULTANTS AS AN ADDITIONAL SERVICE.

1. **SITE SURVEYING, INVESTIGATION, ENGINEERING OR LANDSCAPE DESIGN:**

a. SURVEYING, PREPARATION OF SITE SURVEY OR PREPARATION OF LEGAL DESCRIPTION.

b. CONFIRMATION OF ZONING CLASSIFICATION AND CONFIRMATION / CALCULATION OF FRONT, REAR AND SIDE YARD SETBACKS.

c. CONFIRMATION OF SITE RESTRICTIONS. THE CLIENT IS RESPONSIBLE TO CONFIRM THE EXISTENCE OF RESTRICTIONS LIMITING THE USE OF THE SITE. RESTRICTIONS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: EASEMENTS, RIGHTS-OF-WAY, DEED RESTRICTIONS, RESTRICTIONS OF RECORD, FLOOD PLAINS, WOODLANDS, WETLANDS, OR THE LIKE.

i. IF SPECIFIC INFORMATION REGARDING SITE RESTRICTIONS IS NOT FORWARDED TO THE FIRM BY THE CLIENT, REVISIONS NECESSARY TO ACCOMMODATE SAME SHALL BE INVOICED AS AN ADDITIONAL SERVICE.

d. SITE ANALYSIS, ENGINEERING, DESIGN, OR CONSTRUCTION DOCUMENTS.

e. ANALYSIS OF THE RELATIONSHIP BETWEEN THE SITE AND ALL BUILDING(S) / ADDITION(S), INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

i. ESTABLISHMENT OF FINISH FLOOR ELEVATION IN RELATION TO ADJACENT TOPOGRAPHY.

ii. SITE GRADING. CONFIRMATION OF WATER PASSAGE AWAY FROM ALL BUILDING(S) / ADDITION(S).

f. SITE LANDSCAPE DESIGN OR CONSTRUCTION DOCUMENTS.

2. **GEOTECHNICAL INVESTIGATION OR REPORT:**

a. CLIENT IS STRONGLY ENCOURAGED TO OBTAIN A GEOTECHNICAL INVESTIGATION OF THE SITE. INVESTIGATION SHALL INCLUDE INFORMATION IMPORTANT TO THE DEVELOPMENT OF THE PROJECT INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

i. SITE SUB-SURFACE CONDITIONS.

ii. FIELD OR LABORATORY REPORTS FROM INVESTIGATION OF SUBSOILS OR GROUND WATER.

iii. DESIGN RECOMMENDATIONS FOR FOUNDATIONS, FLOOR SLABS, OR DRAINAGE.

iv. CONSTRUCTION PROCEDURE RECOMMENDATIONS.

v. IN LIEU OF THE AVAILABILITY OF A GEOTECHNICAL INVESTIGATION OR REPORT, DOCUMENTS WILL BE BASED ON 2,500 P.S.F. SOIL BEARING CAPACITY, UNLESS NOTED OTHERWISE. IT WILL BE ASSUMED THAT NO SITE FACTORS WILL AFFECT TYPICAL DESIGN DETAILS PROVIDED BY THE FIRM. FOUNDATION RE-DESIGN, IF REQUIRED TO ACCOMMODATE INADEQUATE SOIL BEARING CAPACITY OR TO ACCOMMODATE SITE CONDITIONS UNKNOWN TO THE FIRM, WILL BE CHARGED AS AN ADDITIONAL SERVICE.

3. **EXISTING BUILDING / CONSTRUCTION DOCUMENTATION:**

a. DOCUMENTATION OF ANY BUILDING / CONSTRUCTION WHICH EXISTS SHALL BE BASED UPON THAT WHICH IS VISIBLE AT THE TIME OF FIELD MEASUREMENT. (SEE "EXHIBIT A": NO. 17. ACCESS TO SITE). EXISTING CONSTRUCTION DOCUMENTATION BY THE FIRM WILL BE THE RESULT OF A GOOD FAITH REPRESENTATION OF WHAT IS VISIBLE AND FROM THAT IN TURN WHAT THE FIRM ASSESSES AS POSSIBLE / PROBABLE EXISTING CONSTRUCTION / CONDITIONS. DESIGN & CONSTRUCTION DOCUMENTS WILL BE BASED ON THIS DOCUMENTATION. IT WILL BE ASSUMED THAT EXISTING CONSTRUCTION WILL NOT AFFECT CONSTRUCTION PLANS, SECTIONS, DETAILS, ETC. PREPARED BY THE FIRM. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY EXISTING CONSTRUCTION, STRUCTURE ETC. DURING THE COURSE OF SELECTIVE DEMOLITION / START OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE CLIENT AND THE FIRM. RE-DESIGN, IF REQUIRED TO ACCOMMODATE ACTUAL CONSTRUCTION OR TO ACCOMMODATE SITE CONDITIONS UNKNOWN TO THE FIRM, WILL BE CHARGED AS AN ADDITIONAL SERVICE.

4. **STRUCTURAL ENGINEERING:**

a. ANALYSIS, DESIGN OR ENGINEERING FOR ANY ITEM NOT SPECIFICALLY INDICATED WITHIN THE AGREEMENT.

b. CONFIRMATION OF EXISTING STRUCTURE TO ADEQUATELY SUPPORT PROPOSED MECHANICAL, ELECTRICAL OR PLUMBING EQUIPMENT.

5. **MECHANICAL, ELECTRICAL, OR PLUMBING INFORMATION:**

a. ANALYSIS, DESIGN OR ENGINEERING FOR HEATING, VENTILATING, AIR CONDITIONING, ELECTRICAL OR PLUMBING SYSTEMS.

6. **COMMUNICATION SYSTEMS INFORMATION:**

a. COORDINATION, DESIGN, CONSTRUCTION DOCUMENTS FOR SECURITY, VOICE COMMUNICATION, COMPUTER, INTERNET OR SOUND.

7. **EXTERIOR MATERIAL SELECTION / INTERIOR DESIGN / CUSTOM DETAILING:**

a. EXTERIOR MATERIAL DESIGN. SELECTION OF EXTERIOR MATERIALS, FINISHES OR COLORS.

b. INTERIOR DESIGN. SELECTION OF INTERIOR MATERIALS, FINISHES OR COLORS.

c. INTERIOR DETAILING. DETAILING INCLUDES, BUT IS NOT NECESSARILY LIMITED TO FLOOR AND / OR WALL RECESSES, CABINETRY DESIGN, CEILING COVES OR DROPS, CATHEDRAL / SLOPED / TRAYED CEILINGS, WOODWORK, MILLWORK, ETC.

8. **CONSTRUCTION COST ESTIMATES:**

a. PREPARATION OF CONSTRUCTION COST ESTIMATES OR INVOLVEMENT WITH BIDDERS IN DEVELOPING COST ESTIMATES.

## "EXHIBIT C" - SERVICES WILL NOT INCLUDE

9. **GOVERNING AUTHORITY DOCUMENT PREPARATION, COMPLETION OF FORMS OR SUBMITTAL TO CONFIRM CONFORMANCE OR OBTAIN APPROVAL:**

a. CITY / TOWNSHIP / COUNTY ADMINISTRATION, PLANNING, HISTORIC DISTRICT, ZONING BOARD OF APPEALS, BUILDING BOARD OF APPEALS, HEALTH DEPARTMENT, DEPARTMENT OF AGRICULTURE, CHANGE OF USE, ADEQUATE PARKING, RE-OCCUPANCY OR COMPARABLE ORDINANCES OR REQUIREMENTS.

b. HOMEOWNERS / SUBDIVISION ASSOCIATION OR COMPARABLE REGULATIONS OR REQUIREMENTS.

c. COMPLETION OF ResCHECK OR ComCHECK ENERGY CODE COMPLIANCE FORMS.

10. **INVOLVEMENT BEYOND THE COMPLETION OF CONSTRUCTION DOCUMENTS**

a. ACTING AS THE "REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE". DOCUMENTING PHASED CONSTRUCTION OR DEFERRED SUBMITTALS.

b. SELECTION OF BIDDERS, CONTRACTOR BIDDING, NEGOTIATION, OR CONTRACTOR SELECTION.

c. PREPARATION OF ADDITIONAL DOCUMENTS REQUESTED BY THE LOCAL MUNICIPALITY BEYOND THAT REQUIRED TO DESCRIBE CONSTRUCTION IN THE AREA INVOLVED.

i. COMPLETION OF FORMS OR FORWARDING OF DOCUMENTS FOR PERMITS.

ii. RESPONSES TO THE LOCAL MUNICIPALITY PLAN REVIEW WHICH INVOLVE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

(1) CONSTRUCTION DOCUMENT ORGANIZATION AND / OR FORMATTING.

(2) ADDITIONAL DOCUMENTATION TO CONFIRM CODE COMPLIANCE.

(3) DOCUMENTATION OF EXISTING CONSTRUCTION OUTSIDE THE AREA OF WORK PROPOSED.

(4) CONFIRMING CODE COMPLIANCE OF EXISTING CONSTRUCTION.

(5) ITEMS UNIQUE TO THE LOCAL MUNICIPALITY.

(6) ENGINEERING CALCULATIONS IN ADDITION TO THOSE ALREADY PREPARED BY THE FIRM OR SUB-CONSULTANTS TO CREATE THE CONSTRUCTION DOCUMENTS.

d. INVOLVEMENT DURING BIDDING OR CONSTRUCTION.

i. REVIEW OF SHOP DRAWINGS, CONSTRUCTION ADMINISTRATION, REVIEW OF CONTRACTOR'S "APPLICATION AND CERTIFICATE FOR PAYMENTS" AND / OR CONSTRUCTION OBSERVATION.

ii. PREPARATION OF A PUNCH LIST OR FOLLOW THROUGH TO SEE THAT PUNCH LIST ITEMS HAVE BEEN COMPLETED.

## "EXHIBIT D" – CONDITIONS UNDER WHICH SERVICES WILL BE PERFORMED

1. DURING THE FIRM'S SITE VISITS THE CLIENT SHALL PROVIDE AND / OR ASSURE THE FOLLOWING:

a. OUTDOOR TEMPERATURE SHALL BE BETWEEN 40 DEGREES AND 90 DEGREES.

b. SITE AND BUILDING SHALL BE FREE OF TRASH, DEBRIS, ANIMAL / RODENT CARCASSES AND / OR FECES IN THE AREA OF WORK.

c. BUILDING INTERIOR TEMPERATURE SHALL BE BETWEEN 50 AND 80 DEGREES.

d. SITE AND BUILDING SHALL BE FREE OF ODORS, SMOKE OR NOXIOUS FUMES.

e. BUILDING INTERIOR SHALL HAVE ADEQUATE LIGHTING TO VIEW INTERIOR ROOM / ATTIC FLOOR, WALL AND CEILING FINISHES AND TO READ MEASURING INSTRUMENTS.

f. INTERIOR FURNITURE, FURNISHINGS, EQUIPMENT, ETC. SHALL BE POSITIONED SO AS TO PROVIDE ADEQUATE ACCESS TO VIEW / MEASURE AND / OR INSPECT FLOORS, WALLS & CEILINGS. HAZARDOUS CONDITIONS SUCH AS PITS, HOLES IN FLOORS, HOLES IN WALLS, HOLES

IN ROOFS, LOW HEAD CLEARANCE AREAS, AND THE LIKE SHALL BE BROUGHT TO THE ATTENTION OF THE FIRM, MARKED AND PROTECTED FROM ENTRY IN THE FIELD.

g. ACCESS TO ROOF SHALL BE MADE AVAILABLE BY MEANS OF A WINDOW, ROOF HATCH, STAIR AND / OR LADDER.

## "EXHIBIT E" – CLIENT RESPONSIBILITY

1. THE CLIENT SHALL PROVIDE HARD COPIES OF FORMER DESIGN AND / OR CONSTRUCTION DOCUMENTS OF EXISTING CONSTRUCTION / TENANT SPACE IF / WHEN AVAILABLE.

2. THE CLIENT IS TO BE RESPONSIBLE TO CONFIRM THE EXISTENCE OF ANY HAZARDOUS MATERIALS ON SITE / TO BE LOCATED ON SITE.

a. THE CLIENT SHALL BE RESPONSIBLE TO NOTIFY THE FIRM OF THE EXISTENCE OF ANY HAZARDOUS MATERIALS CURRENTLY EXISTING OR PROPOSED TO BE USED / STORED ON SITE PRIOR TO THE EXECUTION OF THIS CONTRACT.

b. INFORMATION ON MATERIALS CONSIDERED HAZARDOUS ARE IDENTIFIED IN THE CURRENT EDITION OF THE MICHIGAN BUILDING CODE.

c. THE FIRM HAS NOT ALLOWED ANY TIME TO COMPLY WITH CODE REQUIREMENTS WHICH MAY BE REQUIRED AS THE RESULT OF THE PRESENCE OF SUCH MATERIALS. ANY / ALL ADDITIONAL WORK REQUIRED TO COMPLY WITH CODE REQUIREMENTS SHALL BE PROVIDED AS AN

ADDITIONAL SERVICE ON AN HOURLY BASIS BY THE FIRM OR BY PROFESSIONAL SUB-CONSULTANTS HIRED THROUGH THE FIRM.

d. THE CLIENT SHALL BE RESPONSIBLE TO COMPLY WITH BUILDING CODE REQUIREMENTS REGARDING THE PREPARATION OF A REPORT AND SUBMITTING IT TO THE BUILDING OFFICIAL IDENTIFYING THE MAXIMUM EXPECTED QUANTITIES OF HAZARDOUS MATERIALS TO BE

STORED. THIS REPORT SHALL COMPLY WITH ALL REQUIREMENTS OF SECTION 414.1.3 OF THE MICHIGAN BUILDING CODE 2015 (OR CURRENT CODE REQUIREMENT) AND SHALL OUTLINE CONTAINMENT, SUPPRESSION AND PHYSICAL BUILDING ATTRIBUTES REQUIRED TO STORE

THESE MATERIALS. THE PREPARATION OF THIS REPORT SHALL BE THE SOLE RESPONSIBILITY OF THE CLIENT AND BE FORWARDED TO THE BUILDING OFFICIAL AND THE FIRM PRIOR TO THE EXECUTION OF THIS CONTRACT.