

# Terms and Conditions and Hourly Rates

Our current rates are:

Personnel	Hourly Rates (USD)
Principal Consultants	\$220/hr
Department Managers	\$185/hr
Senior Engineers	\$185/hr
Senior Consultants	\$180/hr
Consultants	\$160/hr

- Services not set forth in the Scope of Services are specifically excluded from the scope of the Consultant's services, including but not limited to multiple bid packages, integrated project delivery, additional project phases, project management, value engineering, and redesigns. The Consultant assumes no responsibility to perform any services not specifically listed in the Scope of Services.
- Offers are valid for 60 days from the date of proposal issue.
- Fees are invoiced monthly in USD based on the hours accrued (for hourly projects) or with the amount based on the percentage of ABD Engineering & Design's Scope-of-Work which has been completed (for fixed fee projects).
- Accounts are payable in USD upon receipt of invoice. Interest of 1.5% per month will be charged on accounts overdue 30 days or more. Accounts overdue 120 days or more may be sold to a collection agency.
- Where ABD Engineering & Design, Inc. is retained as a sub-consultant by a prime consultant (i.e., where the prime consultant signs the acceptance copy of the ABD Engineering & Design's proposal) the prime consultant accepts full responsibility for timely payment of ABD Engineering & Design's invoices.
- Where a fee retainer has been requested, that retainer shall be received before any work is undertaken on the project. The retainer will be applied to the final invoice for the project.
- Any project extensions which result in the date of project phase completions being later than the dates established in the Proposal may necessitate a negotiated increase in the consulting fee.
- When entry to property is required for ABD Engineering & Design, Inc. to perform its services, the Client agrees to obtain legal right-of-entry on the property.
- All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by ABD Engineering & Design, Inc. are instruments of ABD Engineering & Design, Inc.'s service that shall remain ABD Engineering & Design, Inc.'s property. The Client agrees not to use ABD Engineering & Design, Inc.-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by ABD Engineering & Design, Inc., or for future modifications to this project, without ABD Engineering & Design, Inc.'s express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by ABD Engineering & Design, Inc. will be at the Client's sole risk and without liability to ABD Engineering & Design, Inc. or its employees, subsidiaries, independent professional associates, sub-consultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless ABD Engineering & Design, Inc. 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.
- The scope of ABD Engineering & Design, Inc.'s services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
- If ABD Engineering & Design, Inc. performs any services during the construction phase of the project, ABD Engineering & Design, Inc. shall not supervise, direct, or have control over Contractor's work. ABD Engineering & Design, Inc. shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. ABD Engineering & Design, Inc. does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- It is understood and agreed that if you do not accept an available Construction Administration phase of the Scope of Services, that you are therefore declining the



# Terms and Conditions and Hourly Rates

---

portion of the Scope of Services under this Agreement regarding construction site visits, project observation or review of the construction performance, or any other construction phase services, and that such services will be provided for by you. You assume all responsibility for interpretation of our reports and construction documents, and for construction observation, and the you waive any claims against ABD Engineering & Design that may be in any way connected thereto. In addition, you agree, to the fullest extent permitted by law, to indemnify and hold harmless ABD Engineering & Design, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the reports and construction documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

13. ABD Engineering & Design, Inc. and its employees, subsidiaries, independent professional associates, sub-consultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

ABD Engineering & Design, Inc. shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

14. When required as part of its work, ABD Engineering & Design, Inc. will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by ABD Engineering & Design, Inc. hereunder will be made on the basis of ABD Engineering & Design, Inc.'s experience and qualifications and will represent ABD Engineering & Design, Inc.'s judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that ABD Engineering & Design, Inc. does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of

determining prices or performing the work.

15. The Client may, at any time, by written notice, suspend further work by ABD Engineering & Design, Inc. The Client shall remain liable for, and shall promptly pay ABD Engineering & Design, Inc. for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.  
If Client does not pay invoices within thirty (30) days of submission of invoice, ABD Engineering & Design, Inc. may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold ABD Engineering & Design, Inc. harmless from any claim or liability resulting from such suspension.
16. ABD Engineering & Design, Inc. carries professional liability coverage with a per claim limit of \$3,000,000 and an annual aggregate claim limit of \$3,000,000 and a commercial umbrella policy of \$5,000,000. Client hereby agrees that to the fullest extent permitted by law, ABD Engineering & Design, Inc.'s total liability to Client for any and all injuries, claims losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to ABD Engineering & Design, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty (hereafter "Client's claims") shall not exceed the compensation paid to ABD Engineering & Design, Inc. under this Agreement.
17. ABD Engineering & Design, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, to the extent caused by ABD Engineering & Design, Inc.'s negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom ABD Engineering & Design, Inc. is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ABD Engineering & Design, Inc., its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client



# Terms and Conditions and Hourly Rates

---

nor ABD Engineering & Design, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

18. Neither the Client nor ABD Engineering & Design, Inc. 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.
19. This assignment may involve parties with adverse interests to clients with whom ABD Engineering & Design, Inc. has current or past relationships. It is ABD Engineering & Design, Inc. policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but ABD Engineering & Design, Inc. cannot assure that conflicts or perceived conflicts will not arise, and ABD Engineering & Design, Inc. does not accept responsibility for such occurrences.
20. Client agrees to allow ABD Engineering & Design, Inc. to refer to this work, including project name, project description, and Client name, in future corporate marketing communications. Client agrees to allow ABD Engineering & Design, Inc. to publish and present in technical proceedings, technical journals, or trade publications, aspects of this project related to the work performed on the project by ABD Engineering & Design, Inc.
21. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to ABD Engineering & Design, Inc. are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, ABD Engineering & Design, Inc. may call for renegotiation of appropriate portions of this Agreement. ABD Engineering & Design, Inc. shall notify the Client of the changed conditions necessitating renegotiation, and ABD Engineering & Design, Inc. and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
22. This Agreement is entered into in the State of Michigan and shall be construed and interpreted in accordance

with the laws of the State of Michigan and applicable Federal laws.

23. In the event any of these Terms and Conditions are found to be illegal or otherwise unenforceable, the unenforceable Term(s) or Condition(s) will be stricken. Striking such a Term or Condition shall have no effect on the enforceability of the remaining Terms and Conditions and those remaining Terms and Conditions shall continue in full force and effect as if the unenforceable Terms and Conditions were never included in the Agreement.
24. The Client agrees to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
25. ABD Engineering & Design, Inc. shall not be required to sign any documents, no matter by whom requested, that would result in ABD Engineering & Design, Inc.'s having to certify, guaranty, or warrant the existence of conditions that ABD Engineering & Design, Inc. cannot ascertain.
26. ABD Engineering & Design, Inc. shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.
27. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or ABD Engineering & Design, Inc. ABD Engineering & Design, Inc.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against ABD Engineering & Design, Inc. because of this Agreement or ABD Engineering & Design, Inc.'s performance of services hereunder.