



February 17, 2026

Russell Bray  
Director of Facilities and Operations  
Kent ISD  
1655 East Beltline NE  
Grand Rapids, MI 49525

Re: Proposal for Professional Architectural and Engineering Services for Kent ISD South Campus - Career Tech Center Building

Dear Russell:

Progressive Companies is pleased to present this proposal for professional architectural and engineering services for a Career Tech Center (CTC) located within the new Kent ISD South Campus. The following is our understanding of the project, our scope of services, clarifications, and compensation for your consideration.

### **UNDERSTANDING OF PROJECT**

The project, as we understand it, is to build a new ground-up, approximately 75,000 square foot facility, which will include classrooms and labs, flex/common space, administrative offices, conference rooms, restrooms, break room, mechanical/electrical rooms, storage, and outdoor program space. For planning purposes, we will include a centralized utility plant to service the CTC building (scope of this proposal), as well as a new Empower U facility.

### **SCOPE OF BASIC SERVICES**

Based upon the above project understanding, Progressive Companies will provide architectural design, interior design, landscape architecture, surveying, civil, traffic, structural, mechanical, plumbing, and electrical engineering, low voltage, and technology design, as well as fire protection performance criteria as outlined below. Low voltage and technology design will be a partnership with Kent ISD staff, current vendors/design consultants, and Progressive Companies.

Furniture will be designed by Custer with Progressive Companies review and input.

Services relating to food service, sound/acoustics, and/or branding will be determined and negotiated at the end of Schematic Design.

#### **Schematic Design**

- Progressive Companies will integrate the work previously developed during the Concept Design and Site Master Planning phase.
- We will hold up to three (3) meetings to review the building floor plans and site layout.
- Development of the floor plans and exterior elevations will be provided.
- Preliminary site plan and circulation, including site access, will be developed.
- Preliminary engineered system information will be developed with input from the Kent ISD facilities team (Owner Project Requirements and Basis of Design).
- We will support the Construction Manager with the development of a budget.
- Owner to provide approval of both the design and budget estimate prior to proceeding to the next phase.

Deliverables: Floor plans, building elevations including preliminary materials, preliminary engineering narratives, and site layout showing future expansion.

#### **Design Development**

- Progressive Companies will refine the building floor plans, exterior elevations, building sections, and develop the building engineering systems design.
- Site plan and civil engineering development, including details.
- Preliminary landscape architecture development.
- Support the Construction Manager with the development and refinement of the budget.
- Conduct a page turn to review each of the areas of work for Owner review.
- Site Plan Approval will take place during this phase.

- Issuance of a site demolition will take place no later than this phase.
- Owner approval of both the design and budget estimate, to confirm project scope, is required to proceed to the Construction Documentation phase.

Deliverables: Floor plans, building elevations, final site layout, and engineering plans. Interior elevations, preliminary finishes, and imagery as required to convey design intent. Documents will indicate future phases.

**Construction Documents**

- Based on the approved design indicated in the Design Development phase drawings, Progressive Companies will provide the Construction Documents for the project.
- Construction Documents will include plans, specifications, and other required documents necessary for bidding, permitting, and constructing the project.
- A 95% deliverable package will be published for final review by the Owner and Construction Manager.
- Issuance of the final 100% Construction Documents for AHJ review and Construction Manager bidding.

Deliverables: 95% package with drawings and specifications from all disciplines for Owner's final review and 100% package containing final documents for permitting and construction.

**Permitting/Bidding**

- Prepare and submit the required documents to obtain approvals necessary from BCC and BFS for the contractors to obtain building permits.
- Support the building permit standard approval process and reasonable revisions required to satisfy requirements for the approving authorities.
- Issue written clarifications to RFIs from the Construction Manager during the bidding process.
- Attend the pre-bid meeting.
- Attend the bid opening.
- Participate in two post-bid interviews per bid category.
- Review final contractor recommendations from the Construction Manager.
- Any reasonable comments from the AHJ will be incorporated into package as necessary.

**Construction Administration/Closeout**

- Submittal review.
- Respond to written requests for document clarification and interpretation (RFIs).
- Construction Manager Application for Payment review.
- Progressive Companies will visit the project site every week (65 visits planned) to observe construction progress. These will be coordinated with the OAC meetings and other milestone meetings to not duplicate meetings in a week.
- Progressive Companies will participate in the walk-through review of the Contractor's punch list.

**SCHEDULE**

Below is a preliminary project timeline. Actual durations may vary depending on the availability of the Stakeholder Team and final design solution. Progressive Companies will work with Kent ISD to develop an overall project schedule including design milestones and Owner reviews. Commencement of our services is dependent on timing of approval and notice to proceed.

- Schematic Design..... 10 weeks
- Design Development..... 13 weeks
- Construction Documentation..... 17 weeks
- Bidding..... 6 weeks
- Permitting..... 11 weeks assumed
- Construction Administration..... 15 months assumed
- Closeout..... 1 month

**CLARIFICATIONS**

- The owner will contract for geotechnical services, any existing building hazardous materials reports, and will engage the Construction Manager during the Schematic Design phase.
- Branding and marketing will be by the Owner and can be supported by Progressive Companies under a separate agreement.
- We have included an early building and site demolition package.
- Based on the current estimated schedule, we have not included any early site or building structural packages. If these are determined to be needed during the course of the project, compensation for the additional issuances will be negotiated.
- Compensation below is based on 7 percent of the estimated cost of the work of \$32,612,000. As program is still fluctuating and the site layout has not been completed, we will update the compensation based on the reconciled cost of the work at the end of the Design Development phase.
- Both the CTC and Empower U projects will run concurrently for design and construction.
- Cost estimating sole responsibility of the Construction Manager.

**PROFESSIONAL COMPENSATION**

Based upon the above-identified scope of services, schedule and clarifications, Progressive Companies proposes that the scope of work delineated above is to be broken down by phases as shown below. The amount shown for these phases is estimated and as noted will be finalized at the end of the Design Development phase. Construction Administration has been increased by \$25,600 (twenty-five thousand six hundred dollars) to include weekly site visits for 15 months.

	<b>RATE</b>	<b>FEE</b>
Schematic Design	Stipulated Sum 20%	\$456,568 (four hundred fifty-six thousand five hundred sixty-eight dollars)
Design Development	Stipulated Sum 25%	\$570,710 (five hundred seventy thousand seven hundred ten dollars)
Construction Documents	Stipulated Sum 30%	\$684,852 (six hundred eighty-four thousand eight hundred fifty-two dollars)
Bidding/Permitting	Stipulated Sum 3%	\$68,485 (sixty-eight thousand four hundred eighty-five dollars)
Construction Administration	Stipulated Sum 22%+	\$502,225+\$25,600 (five hundred and two thousand two hundred twenty-five dollars plus twenty-five thousand six hundred dollars)
<b>Estimated Total</b>		<b>\$2,308,440</b> (two million three hundred and eight thousand four hundred forty dollars)

Reimbursable expenses, in addition to the professional compensation, are estimated at \$15,000 (fifteen thousand dollars) and will be invoiced according to the attached Schedule of Invoice Rates. This does not include plan review fees. Those will be invoiced at the actual cost in addition to the other reimbursable expenses.

Renderings for marketing and publication: Progressive Companies may provide illustrative images to the Owner throughout the design process to advance Owner review and consideration of design decisions. It is understood by the Owner that the design process imagery is not intended for marketing purposes. Progressive Companies can provide photo-realistic renderings specifically intended for external marketing purposes at the request of the Owner.

Progressive Companies has prepared this proposal for Kent ISD, and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The attached Standard Agreement Provisions are incorporated into and made part of this proposal. If an AIA or other Standard form of Agreement is entered into by the Parties, the AIA or other Standard Form of Agreement will include the terms and conditions of the Standard Agreement Provisions. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project on the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive Companies in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,

Thomas L. Frey, PE  
Principal | Senior Project Manager

Joy Sportel, AIA  
Team Leader

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Kent ISD  
South Campus - CTC / Empower U Buildings  
Design Schedule - 2/17/2026

ID	Task Mode	Task Name	Start	Finish	Duration	Predecessors
1		<b>Concept Design and Site Master Planning (15 weeks)</b>	<b>Mon 12/1/25</b>	<b>Fri 3/13/26</b>	<b>75 days</b>	
2		Master Planning + Programming	Mon 12/1/25	Wed 3/4/26	68 days	
3		<b>Meeting - Concept Review + Approval to Proceed</b>	Thu 3/5/26	Thu 3/5/26	1 day	2
4		Construction Manager Onboarding	Thu 3/5/26	Fri 3/13/26	7 days	2
5		<b>Schematic Design (10 weeks)</b>	<b>Mon 3/9/26</b>	<b>Thu 5/14/26</b>	<b>49 days</b>	
6		<b>Schematic Design Kick-off (Virtual)</b>	Mon 3/9/26	Mon 3/9/26	1 day	3FS+1 day
7		Schematic Design Development	Tue 3/10/26	Wed 3/18/26	7 days	6
8		<b>Schematic Review #1 (Virtual)</b>	Thu 3/19/26	Thu 3/19/26	1 day	7
9		Schematic Design Development	Fri 3/20/26	Wed 4/15/26	19 days	8
10		<b>Schematic Review #2 (Virtual)</b>	Thu 4/16/26	Thu 4/16/26	1 day	9
11		Schematic Design Refinement / Building Site and Demo Package Development	Fri 4/17/26	Wed 4/29/26	9 days	10
12		Estimating Cost Model Check (AE + CM Teams)	Thu 4/30/26	Wed 5/6/26	1 wk	11
13		<b>Building Site and Demo Package Delivery</b>	Thu 4/30/26	Wed 5/6/26	1 wk	11
14		Scope and Budget Reconciliation	Thu 5/7/26	Wed 5/13/26	1 wk	12
15		<b>Schematic Design Review #3 + Approval to Proceed with DD</b>	Thu 5/14/26	Thu 5/14/26	1 day	14
16		<b>Design Development (13 weeks)</b>	<b>Mon 5/18/26</b>	<b>Thu 8/13/26</b>	<b>64 days</b>	
17		Design Development Kick-off (PCo Internal)	Mon 5/18/26	Mon 5/18/26	1 day	15FS+1 day
18		Design Development / Address Schematic Review Comments	Tue 5/19/26	Wed 6/17/26	22 days	17
19		<b>Design Development Progress Review #1 + Site Plan Approval</b>	Thu 6/18/26	Thu 6/18/26	1 day	18
20		<b>Issue Geotechnical Bid / Planning Commission Site Plan Review Package</b>	Fri 6/19/26	Fri 6/19/26	1 day	18FS+1 day
21		Design Development	Fri 6/19/26	Wed 7/15/26	19 days	19
22		<b>Design Development Progress Review #2</b>	Fri 6/19/26	Fri 6/19/26	1 day	19
23		Estimating Cost Model and Schedule Check (AE + CM Teams)	Thu 7/16/26	Wed 7/29/26	2 wks	21
24		Scope and Budget Reconciliation	Thu 7/30/26	Wed 8/12/26	2 wks	23
25		<b>Design Development Review #3 Page Turn + Approval to Proceed with CC</b>	Thu 8/13/26	Thu 8/13/26	1 day	24
26		<b>Construction Documents (17 weeks)</b>	<b>Mon 8/17/26</b>	<b>Fri 12/11/26</b>	<b>85 days</b>	
27		Kick-off Meeting (Internal)	Mon 8/17/26	Mon 8/17/26	1 day	25FS+1 day
28		Construction Documentation / Address Design Development Review Comments	Tue 8/18/26	Mon 10/12/26	8 wks	27
29		Estimating Cost Model and Schedule Check (AE + CM Teams)	Tue 10/13/26	Mon 10/26/26	2 wks	28
30		Scope and Budget Reconciliation	Tue 10/27/26	Mon 11/16/26	3 wks	29
31		<b>95% Page Flip</b>	<b>Tue 11/17/26</b>	<b>Thu 11/19/26</b>	<b>3 days</b>	<b>30</b>
32		Construction Documentation Refinement - Permit/Bid Set	Fri 11/20/26	Fri 12/11/26	16 days	31
33		<b>Bid Administration - Site Work (4 weeks)</b>	<b>Thu 5/7/26</b>	<b>Fri 5/29/26</b>	<b>17 days</b>	
34		Issue for Bids	Thu 5/7/26	Fri 5/8/26	2 days	13
35		Pre-Bid Meeting	Mon 5/11/26	Mon 5/11/26	1 day	34
36		Bidding	Tue 5/12/26	Fri 5/22/26	9 days	35
37		Bid Opening	Mon 5/25/26	Mon 5/25/26	1 day	36
38		Post Bid Interviews	Tue 5/26/26	Thu 5/28/26	3 days	37
39		Bid Award	Fri 5/29/26	Fri 5/29/26	1 day	38
40		<b>Bid Administration - Building (6 weeks)</b>	<b>Mon 12/14/26</b>	<b>Fri 1/22/27</b>	<b>30 days</b>	
41		Issue for Bids	Mon 12/14/26	Fri 12/25/26	2 wks	32
42		Pre-Bid Meeting	Thu 12/17/26	Thu 12/17/26	1 day	32FS+3 days
43		Bidding	Mon 12/14/26	Fri 1/15/27	5 wks	32
44		Bid Opening	Fri 1/15/27	Fri 1/15/27	1 day	43FS-1 day
45		Post Bid Interviews	Mon 1/18/27	Fri 1/22/27	1 wk	44
46		Bid Award	Fri 1/22/27	Fri 1/22/27	1 day	45FS-1 day
47		<b>Permitting - Site Plan Approval (5 weeks)</b>	<b>Fri 6/19/26</b>	<b>Thu 7/23/26</b>	<b>25 days</b>	
48		Site Plan Approval Submission	Fri 6/19/26	Thu 7/23/26	5 wks	19
49		Site Plan Approval Planning Commission Meeting	Thu 7/23/26	Thu 7/23/26	1 day	48FS-1 day
50		<b>Permitting - Building (11 weeks)</b>	<b>Tue 12/15/26</b>	<b>Thu 2/25/27</b>	<b>53 days</b>	
51		Prepare Permit Set + Submit to AHJ	Tue 12/15/26	Wed 12/16/26	2 days	32FS+1 day
52		Review Cycle #1	Thu 12/17/26	Wed 1/27/27	6 wks	51
53		Address Comments + Resubmit	Thu 1/28/27	Wed 2/3/27	1 wk	52

Kent ISD  
 South Campus - CTC / Empower U Buildings  
 Design Schedule - 2/17/2026

ID		Task Mode	Task Name	Start	Finish	Duration	Predecessors
54			Review Cycle #2	Thu 2/4/27	Wed 2/24/27	3 wks	53
55			Permit Approval	Thu 2/25/27	Thu 2/25/27	1 day	54
56			<b>Construction Admin - Demolition (11 weeks)</b>	<b>Mon 6/1/26</b>	<b>Fri 8/14/26</b>	<b>55 days</b>	
57			Building Demo	Mon 6/1/26	Fri 7/10/26	6 wks	39
58			Geotechnical Investigation	Mon 7/13/26	Fri 8/14/26	5 wks	57
59			<b>Construction Admin (17-18 Months)</b>	<b>Fri 2/26/27</b>	<b>Mon 8/7/28</b>	<b>377 days</b>	
60			Site Prep and Mobilization	Fri 2/26/27	Fri 3/19/27	16 days	55
61			Construction	Mon 3/22/27	Fri 5/12/28	15 mons	60
62			Punch List	Mon 5/15/28	Fri 6/9/28	4 wks	61
63			Furniture	Mon 6/12/28	Fri 7/7/28	4 wks	62
64			Owner Move-in / Equipment Start-up	Mon 7/10/28	Mon 8/7/28	21 days	63

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**Standard Agreement Provisions**  
**Architectural Services**

The parties to this Agreement, Progressive Companies, hereinafter called the ARCHITECT and Kent ISD, hereinafter called the OWNER, hereby agree to the following conditions:

1. Scope of Services: The services provided by the ARCHITECT shall be limited to those described in the proposal dated February 17, 2026. The parties agree that the Standard Agreement Provisions incorporated herein shall govern.
2. Term: If services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the ARCHITECT, extension of the ARCHITECT's services beyond that time shall be compensated as additional services.
3. Changed Conditions: If, during the term of this Agreement, the ARCHITECT becomes aware of any circumstances or conditions that were not originally contemplated by or known to the ARCHITECT, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ARCHITECT may call for re-negotiation of appropriate portions of the Agreement. The ARCHITECT shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ARCHITECT and the OWNER shall promptly and in good faith enter into re-negotiation 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.
4. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
5. Standard of Care: Professional Services provided by the ARCHITECT will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed architects and engineers practicing in the State where the Project resides. In reference to the Standard of Care, the Owner and Architect acknowledge that changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the plans and specifications, and, therefore, that the costs of the project may exceed the construction contract sum. The Owner and Architect agree that a design contingency in the amount of three percent (3 percent) of the cost of the work be established, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or his or her subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes. Costs or expenses that are considered value added/betterment (see Paragraph 29) to the project shall not be applied against the design contingency. The design contingency shall be established as a line item in the overall project budget and be carried through the project's construction phase.
6. Schedule for Rendering Services: The ARCHITECT shall prepare and submit for OWNER approval a schedule for the performance of the ARCHITECT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ARCHITECT's reasonable control.
7. Payment Terms: Invoices will be submitted by the ARCHITECT monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date. If past due invoices cause the ARCHITECT to proceed with legal action

or collection services, the OWNER agrees to pay all of the ARCHITECT's collection expenses including reasonable attorney fees.

8. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ARCHITECT has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the ARCHITECT's opinions of probable construction costs are made on the basis of the ARCHITECT's professional judgment and experience. The ARCHITECT makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the ARCHITECT's opinion of probable construction cost.
  
9. Ownership of Instruments of Service: The OWNER acknowledges the ARCHITECT's design documents, including electronic files, reports, drawings, worksheets, plans, supporting documents and other material as the ARCHITECT's instruments of professional service. Provided that the OWNER complies with all obligations of this Agreement and, upon completion of the services and payment in full of all monies due to the ARCHITECT, the ARCHITECT shall provide the OWNER with an exclusive agreement to use the final construction documents prepared under this Agreement for construction or maintaining the project. The OWNER shall not reuse or make any modifications to the construction documents without the prior written authorization of the ARCHITECT. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ARCHITECT, its officers, directors, employees, and subconsultants (collectively, ARCHITECT) against any damages, liabilities or costs, including reasonable lawyers' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ARCHITECT.

Under no circumstances shall the transfer of ownership of the ARCHITECT's drawings, specifications, electronic files, or other instruments of service be deemed a work made for hire, or sale by the ARCHITECT, and the ARCHITECT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the ARCHITECT's copyrights or intellectual property rights including Universal Design innovation strategies, checklists, reports and processes in any of the foregoing, full ownership of which shall remain with ARCHITECT, absent the ARCHITECT's express prior written consent.

Native format software models (NFSM) used in development and/or analysis of the OWNER's power system(s) are considered the intellectual property of the ARCHITECT. The ARCHITECT reserves the right of sole ownership of said NFSM. Sole ownership by the ARCHITECT shall survive termination or expiration of the agreement with the OWNER and shall not be restricted by any constraint.

10. Digital Data/Electronic Media: The ARCHITECT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ARCHITECT in CAD form. Release of digital data will be by execution of the Architect's digital data licensing Agreement (AIA Document C106-2013 or latest edition). Copies shall be for information and used by the OWNER for the specific purpose for which the ARCHITECT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ARCHITECT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ARCHITECT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of all Project documentation. Under no circumstance shall the transfer of drawings

or data or other instruments of service on digital data for use by the Recipient be construed to be as a sale. ARCHITECT makes no warranties, either express or implied or of merchantability or of fitness for a particular purpose. To the extent that the digital data includes building information models (Models), the parties agree to the following terms. (1) The Models are intended for the purpose of communicating design intent only and are not construction documents. (2) The Models may not detect all conflicts or inconsistencies. (3) The Models are not intended for quantity take-offs, cost estimates, fabrication, or dimensional purposes. (4) Information contained in the Models will not be construed to dictate construction means or methods. This will remain the Contractor or Fabricator's responsibility.

11. **Dispute Resolution:** In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any Agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

It is intended by the parties to this Agreement that the ARCHITECT's services in connection with the Project shall not subject the ARCHITECT's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against the ARCHITECT, a Michigan corporation, and not against any of the ARCHITECT's individual employees, officers, or directors.

12. **Termination:** If the OWNER fails to make payments in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the

ARCHITECT's option, cause for suspension of services. The ARCHITECT shall provide seven days' written notice. If the OWNER or ARCHITECT suspends the Project, the ARCHITECT shall be compensated for services performed prior to notice of suspension. The ARCHITECT's fees for the remaining services and the time schedule shall be equitably adjusted. Either party may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause. If the Agreement is terminated, the ARCHITECT shall be compensated by the OWNER for services performed prior to termination and reimbursable expenses including costs attributable to termination, including the costs attributable to the ARCHITECT's termination of consultant Agreements.

13. Professional Liability Insurance and Limitation of Liability: The ARCHITECT maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the ARCHITECT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ARCHITECT's negligent acts, errors, or omissions, such that the total aggregate liability of the ARCHITECT to all those named shall not exceed the amount of the ARCHITECT's compensation for the Project.
14. Indemnification: Subject to the limitation in Paragraph 13 above the ARCHITECT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense cost, to the extent caused by the ARCHITECT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ARCHITECT is legally liable.

The OWNER agrees to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively ARCHITECT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither OWNER or ARCHITECT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

The OWNER and ARCHITECT waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including disruptions to business operations or loss of profits.

15. Mutual Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ARCHITECT, their respective officers, directors, partners, employees, contractors or sub-consultants 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 to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ARCHITECT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
16. Delays: The OWNER agrees that the ARCHITECT is not responsible for any damages arising directly or indirectly from any delays for causes beyond the ARCHITECT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics, or other natural disasters or acts

of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ARCHITECT to perform its services in an orderly and efficient manner, the ARCHITECT shall be entitled to a reasonable adjustment in schedule and compensation.

17. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ARCHITECT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ARCHITECT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
18. ADA Requirements: The ARCHITECT shall make a reasonable professional effort to interpret applicable ADA requirements as they apply to this project but cannot warrant or guarantee compliance due to the fact it is civil rights legislation and open to many different interpretations.
19. Code Compliance: The ARCHITECT shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date shall entitle the ARCHITECT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
20. Buried Utilities: The OWNER will be responsible for furnishing the ARCHITECT information identifying the type of all underground utilities and verifying their specific locations. The ARCHITECT (or their subconsultant) will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by the OWNER. The OWNER will approve of all locations of subsurface penetrations prior to them being made. The OWNER agrees to waive all claims and causes of action against the ARCHITECT for damages to underground improvements. The OWNER further agrees to indemnify and hold the ARCHITECT harmless from any damage, liability, or cost, including reasonable attorney's fees and defense costs for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations.
21. Condominium Conversion: If the ARCHITECT's services and Construction Documents are intended for the design and construction of residential or commercial rental units, they shall be under the ownership and control of a single, integrated OWNER. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the ARCHITECT shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the OWNER of the Construction Documents shall be void. The OWNER shall be expressly prohibited from making any further use of the Construction Documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the OWNER agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively, ARCHITECT) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this Agreement.

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**Standard Agreement Provisions**  
**Architectural Services**

22. Energy Tax Deduction: The ARCHITECT may wish to pursue an energy tax deduction under Section 179D of the Internal Revenue Code for this Project. Such deductions are available to design firms for projects that reduce overall energy use of a building. If ARCHITECT determines that this Project meets the relevant 179D qualification criteria, the OWNER agrees to allocate the tax deduction to ARCHITECT by signing an Allocation Acknowledgement form which is required by the IRS to receive the deduction.
23. Evaluation of Work: The ARCHITECT shall have authority to reject work that does not conform to the contract documents; however, the ARCHITECT does not have authority to stop work at any time.
24. Hazardous Materials: The ARCHITECT shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
25. Hiring of Personnel: OWNER may not directly hire any employee of the ARCHITECT. OWNER agrees that it shall not, directly, or indirectly solicit any employee of the ARCHITECT from accepting employment with OWNER, affiliate companies, or competitors of ARCHITECT.
26. Means and Methods: The ARCHITECT shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the ARCHITECT be responsible for the constructor's failure to perform work in accordance with the contract documents.
27. Site Signage: The ARCHITECT shall be permitted to install exterior signs on the project premises for promotional purposes.
28. Timeliness of Performance: The OWNER and ARCHITECT are aware that many factors outside the Agreement control may affect the ARCHITECT's ability to complete the services to be provide under Agreement. The ARCHITECT will perform these services with reasonable diligence and expediency consistent with sound professional practices.
29. Value-Added/Betterment: If, due to the ARCHITECT's error or omission, any required item or component of the project is omitted from the ARCHITECT's Construction documents, the ARCHITECT shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. In no event will the ARCHITECT be responsible for any cost or expenses that provides value, upgrade, or enrichment of the project.



## Schedule of Invoice Rates - 2026

### Hourly Staff Charges

Class 10 Personnel	Director, Principal	\$290/hour
Class 9 Personnel	Director of Strategy and Transformation, Practice Leader, Principal / Team Leader, Project Principal, Senior Healthcare Planner, Senior Project Leader	\$230/hour
Class 8 Personnel	Senior Architect, Senior Construction Project Manager, Senior Engineer, Senior Project Manager, Team Leader, Transportation Engineer	\$200/hour
Class 7 Personnel	Architect III, Construction Administrator, Engineer III, Senior Construction Superintendent, Senior Environmental Scientist, Senior Estimator, Senior Landscape Architect, Senior Project Designer, Senior Surveyor	\$185/hour
Class 6 Personnel	Architect II, Engineer II, Estimator, Landscape Architect III, Planner III, Project Designer, Project Manager II, Senior Architectural Staff, Senior Engineering Designer, Senior Interior Designer	\$160/hour
Class 5 Personnel	Architect, Architectural Staff II, Construction Project Manager, Engineer, Interior Designer III, Lighting Designer, Project Manager, Senior Engineering Technician, Senior Survey Technician	\$135/hour
Class 4 Personnel	Architectural Technician, Construction Superintendent, Engineering Designer II, Environmental Scientist III, Interior Designer II, Landscape Architect, Landscape Designer II, Planner II	\$120/hour
Class 3 Personnel	Architectural Staff, Construction Observer, Engineering Designer, Environmental Scientist II, Interior Designer, Landscape Designer, Survey Technician	\$100/hour
Class 2 Personnel	Engineering Technician, Field Scientist, Interior Design Staff, Planner, Project Coordinator	\$90/hour
Class 1 Personnel	Intern	\$65/hour

### Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel, and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 25¢ per square foot; CAD color plotting at 35¢ per square foot; CAD low density color images at 40¢ each; and CAD high density color images at 60¢ each. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 72.5¢ per mile). Drone equipment at \$250 per fly. Survey equipment at \$160 per day. Building scanner at \$600 per day. Traffic Counters at \$100 per count. Surveying supplies at 75¢ per stake. Commissioning equipment at \$100 per project.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

#### Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at a higher rate.
3. Hourly staff charges and expenses are subject to change annually.

STD RATE

January 20, 2026