



APPENDIX A

TERMS AND CONDITIONS

The following Terms and Conditions apply to the above Agreement between the Client and Schuler Shook.

We will invoice monthly in proportion to the percentage of our work completed. In addition to our fees, we will invoice for all reimbursable expenses incurred in connection with the project including the following:

- Local transportation
- Reproduction and plotting services that are NOT for Schuler Shook in-house use
- Delivery services
- Materials related to site tests and mock-ups
- All travel, lodging, and meals out of town
- Subscription and procurement costs for Architect-required project management/distribution services such as Newforma, A360, PlanGrid, Bluebeam Studio, Dropbox, Box.
- Procurement and training costs for any required software packages over and above those currently owned and utilized by Schuler Shook
- Costs associated with insurance coverages over and above those currently carried by Schuler Shook, including coverage of Additional Insured parties

These direct expenses will be billed at cost multiplied by a factor of 1.10. Billing will occur on a monthly basis. An interest charge of 1.5% per month will be added to all amounts past due more than 60 days. Payments to Architect for Schuler Shook’s services are considered to be held in trust and shall be paid to Schuler Shook within 10 business days after receiving payment from the Owner.

Where required, air travel shall be booked on the basis of the most direct fares on a major carrier offering at least two classes of travel and no trip shall require a scheduled total layover time of more than six hours. Air travel for trips within North America will be booked Standard Economy Class for all segments; air travel for trips outside of North America will be booked Business Class or better for all segments. Hotel accommodations shall be at a four-star or better business hotel. In the event that booked travel is rescheduled or cancelled, we shall be reimbursed for all resulting expenses, including re-booking charges, forfeitures, and other penalties.

Schuler Shook maintains the following insurance policies and limits:

<u>Policy</u>	<u>Per Occurrence</u>	<u>In Aggregate</u>
Professional Liability.....	\$2,000,000.00.....	\$4,000,000.00
General Liability	\$1,000,000.00.....	\$2,000,000.00
Automobile Liability	\$1,000,000.00.....	Combined single limit
Excess Liability (Umbrella).....	\$7,000,000.00.....	\$7,000,000.00
Workers Compensation.....	\$500,000.00.....	Statutory Limit
Employers Liability	\$1,000,000.00	

If additional services are requested, or in the event of substantial revisions or changes which expand the scope or nature of the project or which result in the performance of services which are not covered in the proposal, Schuler Shook shall be compensated on an hourly basis at our rates in effect at the time the service is provided. Our hourly rates are adjusted annually.



The Owner shall furnish us with all requirements and restrictions pertaining to lighting prior to our beginning work. Any revisions that we must make to the lighting as a result of receiving such information after we have begun design work shall be performed as additional services and not as part of our fee.

To prepare our deliverables, we will require the Owner to provide us with electronic background files that are readily usable. If an unreasonable amount of time is required for us to condition electronic background files, we will request approval for additional services to prepare our documents.

Lighting documentation shall be provided as advisory to the owner. The services of a licensed electrical engineer will be required to engineer our lighting layouts for use as contract documents. Schuler Shook's lighting layouts, fixture schedule, mounting details, and specifications shall be integrated in their entirety into the project documentation. The Architect and/or the project engineers shall issue these documents.

The Client shall furnish us with the final electrical contract documents for review prior to release for bid. Failure to allow us to review these documents shall release us from any responsibility due to discrepancies between the lighting drawings and the final electrical drawings.

The fees herein assume that all scope areas are designed concurrently, documented concurrently and constructed concurrently. Should it be necessary to phase or stagger the process, our fees will be subject to re-negotiation accordingly.

The above fees are based on a design and construction schedule of not more than 8 months. If at any point in the design or construction period the project falls behind schedule, our fees will be subject to re-negotiation accordingly.

Drawings, specifications, and other documents prepared by Schuler Shook are instruments of our service for use solely with respect to this project. Schuler Shook shall be deemed the author and owner of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Client may retain copies of our documents for information and reference but shall not use the documents on other projects or for completion of this project by others unless Schuler Shook is in default under this Agreement, except by agreement in writing, and with appropriate compensation to Schuler Shook.

Client, or Client's agent, shall communicate clearly and regularly with Schuler Shook and shall notify Schuler Shook sufficiently in advance of all project deadlines. No entity shall issue any changes to, or interpretations of, Schuler Shook produced documents, nor interpretations of Contractor submittals, requests for information or change orders related to Schuler Shook's scope of work without first conferring with Schuler Shook.

Schuler Shook shall not be responsible for the acts of omissions of Client, the architect, other consultants, owner, contractor, sub-contractors, their agents or employees, or other persons performing any of the work. If the contractor substitutes or is allowed by any entity other than Schuler Shook to substitute any equipment or component which differs from those shown on our final construction documents, the Schuler Shook accepts no responsibility for the resulting change.

Schuler Shook shall not supervise, direct, or have control over the contractors' work. Schuler Shook 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 contractors. Schuler Shook does not guarantee the performance of the construction contract by the



contractors and does not assume responsibility for the contractors' failure to furnish and perform its work in accordance with the Contract Documents.

Client shall indemnify and hold Schuler Shook and its officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties including reasonable attorneys' fees and expenses recoverable under applicable law, but, only to the extent they are caused by the negligent acts or omissions of Client, its employees and its other consultants in the performance of professional services under this Agreement.

Schuler Shook shall indemnify and hold Client and its officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties including reasonable attorney's fees and expenses recoverable under applicable law, but, only to the extent they are caused by the negligent acts or omissions of Schuler Shook, its employees and its other consultants in the performance of professional services under this Agreement.

To the extent permitted by law, Schuler Shook's liability under this Agreement, under indemnity or otherwise, is limited to \$1,000,000.00 in aggregate, and, in no event will Schuler Shook be liable for any consequential or indirect loss, loss of profits, loss of business or revenue, or loss or denial of opportunity.

This Agreement shall have venue in the State of Illinois.

No portion of this Agreement shall be assignable to any other party without the written mutual consent of both parties.

This Agreement may be terminated by either party if notification is provided in writing in advance of such termination. Should Schuler Shook be terminated (a) Schuler Shook shall be promptly paid for work performed and reimbursed for expenses encountered prior to the date of termination, and, (b) Schuler Shook shall not be liable for the use of its instruments of service created prior to the date of termination.

Client shall credit Schuler Shook as the Lighting Designer in all publicity related to the project. Schuler Shook shall be permitted to publicize its involvement in the project. Client shall not unreasonably withhold permission to publicize the project.

END OF APPENDIX A