



ATTACHMENT 1 - SUBCONSULTANT TERMS AND CONDITIONS

1. THE AGREEMENT

These General Terms and Conditions, the attached Subconsultant proposal, and any exhibits or attachments constitute the Agreement between CTI and Associates, Inc. (CTI or Client), and Subconsultant which supersedes any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing.

2. GOVERNING LAW AND SURVIVAL

The law of the state of Michigan will govern the validity of these terms, 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 this Agreement for any cause.

3. CONFIDENTIALITY

Subconsultant agrees to maintain in confidence all information that may be gained as a result of Subconsultant's working relations with CTI. However, it is understood and agreed that in those situations that Subconsultant personnel have a statutory duty to report hazards or violations, that they shall make such reports without liability for violation of confidentiality.

4. SITE ACCESS AND SITE CONDITIONS

CTI will provide for right of entry for Subconsultant personnel, sub-tier subcontractors and for all equipment necessary in order to complete the work. Subconsultant shall exercise reasonable precautions to minimize any damage to the site. Subconsultant shall restore the premises to as close to original conditions as is reasonably possible.

5. FEES AND PAYMENT SCHEDULE

CTI shall be invoiced once each month for work performed during the preceding month. Invoices must be submitted via email to accountspayable@cticompanies.com or via mail to the address listed above (ATTN: Accounts Payable). CTI shall be responsible for payment of Subconsultant invoices within ten calendar days of CTI's receipt of payment for respective Subconsultant services.

6. SCOPE OF WORK

CTI and Subconsultant have agreed to a list of basic services to be provided by Subconsultant, as detailed in the attached proposal. Should Changes in Conditions or the Scope of Work occur, Subconsultant shall identify the changed conditions and CTI and Subconsultant shall promptly and in good faith enter into renegotiation of this Agreement.

7. STANDARD OF SERVICES

Services performed by Subconsultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Subconsultant profession or trade practicing contemporaneously under similar conditions in the locality of the project.

8. INDEMNIFICATION / LIMITATION OF LIABILITY

Subconsultant hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless CTI and its officers, directors, agents, employees, partners, associates, stockholders, parent corporations and subsidiaries, and the successors and assigns of the foregoing, from and against all claims, losses, liabilities, actions and other proceedings, judgments and awards, costs and expenses (including without limitation, all reasonable attorneys' fees and costs) and damages directly arising out of the negligent performance or nonperformance of the Subconsultant's, its agents', employees' or subcontractors', duties under this Agreement, or the negligence or willful misconduct of the Subconsultant, its employees or subcontractors, or arising out of any negligent act or omissions hereunder or breach of its representations, warranties, covenants, agreements, and obligations under this Agreement (including the failure to meet any Time for Completion, as such may be modified by Change Order in accordance with this Agreement). Upon demand, Subconsultant shall promptly provide a defense to such claims, actions or right of action (at law or equity) and shall promptly pay for its share of all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorneys' fees and costs.

9. RISK ALLOCATION / INSURANCE

During the period that services are provided by Subconsultant under this Agreement, Subconsultant will maintain, at a minimum, the following insurances:

- Workers' Compensation Insurance (Statutory Limit);
- Broad Form Commercial General Liability Insurance. (\$1,000,000 per occurrence and \$2,000,000 aggregate);
- Commercial Automobile Liability (limit of \$1,000,000 per occurrence); and
- Professional (Errors & Omissions) Liability. Minimum limit of \$1,000,000 each occurrence. If 'Claims made' coverage, to remain in force for three (3) years after completion of work or until applicable statute runs, whichever is longer.
- Certificates: Subconsultant shall furnish Certificates of Insurance evidencing this coverage and that it will remain in effect for the anticipated duration of the Service, and that it will not be canceled or materially changed without at least thirty days prior to written notice provided to CTI. Workers' Compensation and General Liability policies to carry 'Waiver of Subrogation' endorsement in favor of CTI and Client. Certificates of insurance shall include copies of additional insured endorsements, subrogation waivers and cancellation notice endorsements.
- Certificates shall be provided with CTI and Associates named as additionally insured for both ongoing and completed operations, on a primary/non-contributory basis.



10. DISPUTES RESOLUTION

In an effort to resolve any conflicts that arise during the project or following the completion of the project, CTI and Subconsultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The mediation will be conducted in accordance with the rules of the American Arbitration Association and mediation will take place in the City of Southfield, Michigan, within 15 days after submission of the dispute to the American Arbitration Association or in accordance with the mediation rules of the American Arbitration Association. All parties will attend the mediation unless otherwise mutually agreed, and all persons present at mediation will have full settlement authority. The parties, who shall appear without legal counsel, will participate in the mediation in good faith. In the event the conflict is not resolved through the mediation process, either party may take any legal action otherwise available to it.

11. TERMINATION

The Agreement may be terminated by either party upon seven days written notice to the other given by email or in a writing that is either sent to the other party by facsimile, U.S. Mail or a courier such as FedEx or DHL. In the event of termination, Subconsultant shall be compensated by CTI for all services satisfactorily performed up to and including the termination date, including reimbursable expenses, and beyond the termination date for the completion of such services and records as are necessary to protect CTI's professional reputation.

12. ASSIGNMENT

Neither CTI nor Subconsultant may delegate, assign, subcontract, or transfer its duties or interests in this Agreement without the written consent of the other party.

This contract is subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.