

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Ryan VanSolkema of Winfield Township (Montcalm County), of 15212 Howard City Edmore Road, P.O. Box 109, Howard City, Michigan 49329 (hereinafter "Client"), and Williams & Works, Inc., of 549 Ottawa Ave., N.W., Grand Rapids, Michigan, 49503 (hereinafter "Williams & Works").

**SCOPE OF SERVICES.** The Client hereby contracts with Williams & Works to perform the following described professional services, hereinafter collectively referred to as the Scope of Services, with regard to the Client's Project as described or referred to herein:

Winfield Township Master Plan Update as outlined in Williams & Works proposal dated March 25, 2024.

Further, it is agreed that Williams & Works is not providing services pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the rules promulgated thereunder by the Securities and Exchange Commission, that are intended to be or considered to be advice or recommendations regarding financial products or the issuance of debt or securities. Client is responsible for contracting separately with a registered financial advisor to provide all services required by the Dodd-Frank Wall Street Reform and Consumer Protection Act and applicable SEC rules.

**WILLIAMS & WORKS' COMPENSATION.** Williams & Works shall be paid for all services rendered on the following basis: Hourly plus expenses for a not-to-exceed fee of Seventeen Thousand dollars (\$17,000.00).

**CLIENT'S REPRESENTATIVE.** The Client has designated Ryan VanSolkema as the official representative of the Client. As such, the Representative shall be responsible for executing any document pertaining to the Agreement or any amendment thereto, and for the approval of all change orders, addenda, and additional services to be performed by Williams & Works.

**TERMS AND CONDITIONS.** Williams & Works' terms and conditions of contract, as included herewith, shall apply to all work performed by Williams & Works and to all obligations of the Client pursuant to this Agreement, unless otherwise specifically agreed in writing.

**ADDITIONAL PROVISIONS.** The Client and Williams & Works mutually agree that the rights and obligations of the parties under this Agreement shall be further governed by Additional Provisions, if any are attached hereto, and that such Additional Provisions, together with the Terms and Conditions are intended by the Client and Williams & Works as a final expression and complete and exclusive statement of their agreement.

Additional Provisions:             None             Attachment

**ENTIRE AGREEMENT/SEVERABILITY.** If any element of this Agreement is held to violate the law or a regulation, or whose insurability cannot be confirmed by Williams & Works, it shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the parties have made and executed this Agreement.

CLIENT: Winfield Township

WILLIAMS & WORKS, INC

Signed: Ryan VanSolkema

Signed: 

Name: Ryan VanSolkema

Name: Andy Moore

Title: Supervisor

Title: Executive

Signed: \_\_\_\_\_

Signed: 

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

Name: Nathan Mehmed

Title: \_\_\_\_\_

Title: Executive

Date Signed: \_\_\_\_\_

Date Signed: 4-15-2024

## TERMS AND CONDITIONS

The following terms and conditions shall be a part of the Williams & Works contractual undertaking to perform professional services and Williams & Works' undertaking to perform such services and to enter into this Agreement is expressly conditioned on Client's assent to such Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of Client, which are expressly objected to and rejected by Williams & Works. Where a client issues a purchase order to authorize Williams & Works' undertaking to perform professional services, that undertaking will be governed solely by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

1. **PERFORMANCE.** Williams & Works shall exercise the normal standard of care and diligence in performing the professional services explicitly described in this contract as normally employed by other professionals performing the same or similar services, but Williams & Works makes no warranty, express or implied, with respect to any services performed hereunder. Williams & Works shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not directly caused by the negligent acts, errors or omissions of Williams & Works.
2. **AMENDMENT/MODIFICATION.** Additional services, modifications or amendments of this agreement shall only be authorized in writing signed by the Client and Williams & Works. All such additional services shall nevertheless be performed by Williams & Works subject to these Terms and Conditions.
3. **SUBCONTRACTORS.** Williams & Works may engage subcontractors on behalf of the Client to perform a portion of the services to be provided by Williams & Works hereunder.
4. **TERMINATION.** This Agreement may be terminated by either party upon fourteen (14) days' prior written notice. In the event of termination, Williams & Works shall be paid up to the effective date of termination for all services rendered by it, and all drawings or other documents prepared by Williams & Works shall remain the property of Williams & Works and not be delivered to Client until all moneys owed to Williams & Works by Client (whether or not such moneys have then become due and payable) have been paid. Williams & Works assumes no liability for the use of drawings and other documents delivered to the Client under this clause, unless specifically agreed to in writing.
5. **PAYMENT.** Williams & Works shall bill for services rendered and reimbursable costs incurred on a periodic basis. Each invoice shall be due and payable within fifteen (15) days of the presentation of the invoice. Invoices over thirty (30) days past due will be charged monthly interest at the rate of seven percent (7%) per annum on the unpaid balance or the highest lawful rate, whichever is less. The Client hereby waives any defense of usury with regard to said rate of interest. Williams & Works may, after seven (7) days' written notice to Client, suspend performance of services until all past due amounts are paid.
6. **DISPUTE RESOLUTION.** Any dispute arising pursuant to any contract to which these Terms and Conditions apply shall be initially submitted to non-binding mediation, unless the parties agree otherwise. Should a dispute not be resolved by mediation, the laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance. In the event of litigation arising from, or related to, this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
7. **INSURANCE.** Upon request, Williams & Works will furnish the Client with a written description of insurance coverages being maintained by Williams & Works which may be related to Williams & Works' performance of services hereunder. No oral representations regarding insurance shall be binding upon Williams & Works.
8. **COST ESTIMATES.** Since Williams & Works has no control over the cost of labor and materials or over competitive bidding and/or market conditions, any estimates of equipment, construction or operating costs will be made on the basis of Williams & Works' experience, but Williams & Works does not warrant the accuracy of such estimates as compared to contractors' bids or actual costs incurred.
9. **INDEMNITY.** Subject to any limitations stated in this Agreement, Williams & Works will indemnify and hold harmless the Client, its officers, directors, employees and subcontractors from and against all claims and actions including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property caused by a professionally negligent act, error or omission of Williams & Works or any of its agents, subcontractors or employees in the performance of services under this contract. Williams & Works will not be responsible for any portion of loss, damage or liability arising from any contributing negligent acts by the Client, its subcontractors, agents, staff or consultants. The Client will indemnify and hold harmless Williams & Works, its

## TERMS AND CONDITIONS (CONT'D)

employees, officers, directors and subcontractors from and against all claims and actions, including attorney fees, arising out of or related to damages or injuries to persons or property related or connected to the acts of the Client or any of its agents, subcontractors and/or employees.

10. **SITE ACCESS AND SECURITY.** Client shall obtain authorization for entry and use of land as necessary for Williams & Works to perform its Services. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by the performance of any of Williams & Works' services, except for such damage as caused by the sole negligence of Williams & Works.
11. **UNDERGROUND STRUCTURES OR UTILITIES.** In the performance of its services, Williams & Works will take reasonable care and precautions to avoid damage to underground structures or utilities. Client agrees to indemnify, protect and hold harmless Williams & Works from and against all liability, claims, demands, losses, expenses and costs (including attorney's fees) for and damage to or consequential loss from damage to any underground structures or utilities which are not called to Williams & Works' attention or which are not currently shown on plans furnished to Williams & Works, except for such damage as caused by the sole negligence of Williams & Works.
12. **SITE CONDITIONS.** The Client recognizes that the presence of hazardous materials or pollution on or beneath the surface of a site may create risks and liabilities. Williams & Works has neither created nor contributed to this pollution. Consequently, the Client recognizes and hereby acknowledges that this Agreement accordingly limits Williams & Works' liability.
13. **WAIVER.** No waiver, discharge, or renunciation of any claim of right of Williams & Works arising out of breach of this Agreement by Client shall be effective unless in writing signed by Williams & Works and supported by separate consideration.
14. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Kent County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan, existing at the time of the making of this Agreement.
15. **SHOP DRAWINGS.** If shop drawing review is provided under this Agreement, Williams & Works will check and review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and all other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the construction Contract Documents.
16. **DOCUMENTS.** All project documents, drawings, files, working papers or other materials, whether written or electronic, prepared, or furnished to the Client by Williams & Works under this Agreement are intended for the specific purposes of this Agreement only. Any reuse of said documents, drawings, files, working papers or other materials after they have left the custody of Williams & Works shall be at the user's sole risk without liability to, or cause of action against, Williams & Works.
17. **CONSTRUCTION PHASE SERVICES.** When authorized to provide construction observation or construction management services, Williams & Works' liability with regard to the compliance of construction to Construction Documents prepared by Williams & Works shall be only as expressly described in the Scope of Services.
18. **FEDERAL/LOCAL RIGHT TO KNOW COMPLIANCE.** In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, the Client shall provide Williams & Works with a list of hazardous substances in the work place to which Williams & Works employees or subcontractors may be exposed in performance of the Services to be provided under this Agreement. The Client shall also provide a listing of protective measures in case exposure to said hazardous substances occurs.
19. **THIRD PARTY RIGHTS.** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than the Client and Williams & Works.
20. **LIMITATION OF LIABILITY.** The Client agrees that the liability of Williams & Works under this Agreement for Client's damages is limited to the lesser of One Hundred Thousand Dollars (\$100,000.00) or the amount of this Agreement.