



PROJECT SERVICES AGREEMENT

# Athletic Complex Roof Replacement Bid Documents

Stark County CUSD #100

July 21, 2022

July 21, 2022

Mr. Brett Elliott  
Superintendent  
Stark County CUSD #100  
300 Van Buren Street  
Wyoming, IL 61491

RE: Project Services Agreement for Athletic Complex Roof Replacement Bid Documents

Dear Brett:

We truly appreciate the opportunity to continue working with you on the District's projects. We have enjoyed working with you and everyone at Stark County and are excited to continue our working relationship on this project.

Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to Stark County CUSD #100 ("Client") to provide architectural and engineering design services for the Athletic Complex Roof Replacement Bid Documents located in Wyoming, IL. We have prepared this Project Services Agreement to match the scope of the work as we understand it, identified as follows:

Provide design and permit drawings for a partial roof replacement at the Athletic Complex.

Thank you again for the opportunity to provide you with this Project Services Agreement. Should you have any questions regarding this Project Services Agreement, we would be pleased to discuss. We look forward to working with you on this exciting project.

Sincerely,

FARNSWORTH GROUP, INC.



Scott Burge, AIA  
Senior Architectural Manager

## PROJECT OVERVIEW /

Our understanding of the project is based on our discussions with you on July 15, 2022 and the HLS submittal approved within July 2022 by ISBE.

The project is limited to selective roof replacement above the gymnasium at the Athletic Complex in Wyoming, IL. The area to be replaced is depicted in the highlighted region in the image below. The existing roof is a arched roof covered by asphalt shingles that have deteriorated indicating they have passed their useful life.



The existing roofing will be removed down to the wood substrate. A synthetic underlayment will be installed on top of the substrate, and new asphalt shingles will be installed.

The project will be competitively bid to roofing contractors for all labor, materials, and equipment. Our intent is to have multiple qualified bidders. Work will commence as soon as possible.

## SCOPE OF PROFESSIONAL SERVICES / SCOPE OF WORK

Farnsworth Group's scope of work includes a full-service approach within the parameters set by the scope identified within this proposal. We have included architecture design services, as well as necessary interface with the Client, review agencies, and other Client retained consultants and vendors. The scope of work includes the services generally described as follows:

- A. Architecture
  - 1. Construction Documents
    - A. Develop construction documents (drawings and specifications) to acquire building permits, solicit competitive bids, and define scope of work for construction.
    - B. Technical specification writing.
    - C. Distribution of bidding documents to contractors.

## 2. Bidding Phase

- A. Attendance and administration of one pre-bid meeting.
- B. Response to bidders' questions and issuance of written addenda as required.
- C. Attendance and administration of a public bid opening.

## 3. Construction Administration

- A. Review contractor submittals.
- B. Review contractor pay requests.
- C. Up to two site visits during construction.

## DELIVERABLES

The scope of work includes drawings sized at 24 x 36 that includes a roof plan. We will also prepare a specification manual sized at 8.5 x 11.

## MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be:

Scott Burge, AIA  
2211 West Bradley Avenue  
Champaign, IL 61821  
(217) 352-7408  
[sburge@f-w.com](mailto:sburge@f-w.com)

## PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a fixed fee of \$9,500 (nine thousand, five hundred dollars), plus normal reimbursable expenses. Additional details regarding payment terms and related policies are included in the attached General Conditions.

## PROJECT TIMELINE /

Upon your notice to proceed, we are prepared to begin work within 1 week. We anticipate developing the construction documents will take approximately 2-3 weeks. The bid phase will take 3 weeks, which we will coordinate with the Board meeting schedule. Construction can start once bids are approved by the Board.

## ASSUMPTIONS AND CLARIFICATIONS /

The following assumptions and clarifications support the fees for this proposal.

### A. General

- 1. The number of meetings, site visits or travel included in this proposal are mentioned in the scope of services section. Additional meetings, site visits or travel may be requested on an hourly basis.

2. This work is expected to commence in August 2022. Significant delays in start date may require reassessing necessary services, schedule, and fees.
3. Schedule relies on timely receipt of information to support design efforts.
4. Energy modeling not included.
5. Life cycle cost analysis on equipment not included.
6. Record as-built drawings are not included; nor are Record As-Built drawing revisions and reformatting based on contractor provided as-built markups.
7. Readily available access to the project site will be provided.
8. Value engineering exercises are not included.
9. Revisions caused by Client, Tenants, Authority Having Jurisdiction (AHJ), other governmental review agencies or any other entity that causes work already performed to be revised is excluded.
10. Revisions to equipment, materials and design shown in the project documents that causes work already performed to be redesigned to accommodate contractor schedule or material procurement due to extended lead times, or other limitations in procurement of items shown in the project documents, is excluded.
11. We have included coordination with permitting bodies in our scope of work.

#### ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Multiple revisions and changes of scope both during and after each phase of service.
- Preparation of plans or specifications not specifically defined by this agreement.
- Cost opinion services.
- Assistance with material testing or special inspections.
- Hazardous materials testing and abatement design.

#### CLIENT RESPONSIBILITIES /


The following services or items are required to be provided by you to allow Farnsworth to complete the scope of services outlined above.

- Provide access to the project site.
- Timely feedback to questions during the design process.
- Provide any available PDF, hard copy, or AutoCAD drawings of existing surveys, site plan, base drawings, mapping, and exhibits.
- All required notifications that originate with the Client (signs, public announcements, etc).
- Payment of any application fees, recording costs, and other fees that could be associated in the scope of the project.

**AGREEMENT /**

Please indicate your acceptance of this Agreement including the attached Schedule of Charges and General Conditions by signing and returning one copy for our records.

**FARNSWORTH GROUP, INC.**



Signature

Scott Burge

Typed Name

Senior Architectural Manager

Title

July 21, 2022

Date

**STARK COUNTY CUSD #100**

Signature

Brett Elliott

Typed Name

Superintendent

Title

Date



**Schedule of Charges - January 1, 2022**

<b>Engineering/Surveying Professional Staff</b>	<b>Per Hour</b>
Administrative Support.....	\$ 80.00
Engineering Associate I / Cx Specialist I.....	\$ 123.00
Engineering Associate II / Cx Specialist II.....	\$ 137.00
Engineer / Land Surveyor / Senior Cx Specialist .....	\$ 145.00
Senior Engineer / Senior Land Surveyor / Cx Project Manager .....	\$ 153.00
Project Engineer / Project Land Surveyor / Senior Cx Project Manager.....	\$ 165.00
Senior Project Engineer / Senior Project Land Surveyor / Cx Manager.....	\$ 185.00
Engineering Manager / Land Surveying Manager / Senior Cx Manager / Senior Process Designer III.....	\$ 210.00
Senior Engineering Manager / Senior Land Surveying Manager / Senior Cx Director.....	\$ 225.00
Principal / Vice President.....	\$ 245.00

<b>Technical Staff</b>	
Technician I.....	\$ 82.00
Technician II.....	\$ 105.00
Senior Technician / Cx Technician .....	\$ 115.00
Chief Technician.....	\$ 133.00
Designer / Computer Specialist / Lead Technician .....	\$ 145.00
Senior Designer / Process Designer I.....	\$ 150.00
Process Designer II.....	\$ 155.00
Project Designer / Project Technician / Process Designer III.....	\$ 165.00
Senior Project Designer / Systems Integration Manager .....	\$ 180.00
Design Manager / Program Manager .....	\$ 190.00
Technical Manager .....	\$ 200.00
Senior Technical Manager .....	\$ 220.00

<b>Architecture / Landscape Architecture / Interior Design Professional Staff</b>	
Designer I.....	\$ 111.00
Senior Interior Designer / Designer II .....	\$ 121.00
Architect / Designer III / Project Coordinator.....	\$ 137.00
Senior Architect / Senior Project Coordinator .....	\$ 147.00
Project Architect / Project Manager.....	\$ 158.00
Senior Project Architect / Senior Project Manager .....	\$ 175.00
Architectural Manager.....	\$ 188.00
Senior Architectural Manager .....	\$ 205.00
Architecture Principal.....	\$ 225.00
Principal / Vice President.....	\$ 245.00

<b>Units</b>	
Overtime, If Required by Client – Non-Exempt Employees .....	Only 1.25x billing rate
Expert Testimony.....	2x billing rate
Per diem .....	\$59.00 / day
ATV & Trailer .....	\$11.00 / hr
Field Vehicle .....	\$15.00 / hr
Automobile mileage .....	\$0.59 / mile
Software / CAD / Revit Station.....	\$15.00 / hr
Hand Held GPS .....	\$11.00 / hr
GPS Unit (each) .....	\$22.00 / hr
Environmental GPS Data Collector .....	\$75.00 / day
Utility Locator / Robotic Total Station.....	\$26.00 / hr
Stationary Scanner (low res)   High Def Scanner / UAV.....	\$300.00 / day   \$500.00 / day
Subconsultants & Other Reimbursable Expenses Related to Project* .....	Cost+ 10%

\* Includes the actual cost of prints / copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2023 UNLESS OTHERWISE NOTIFIED



Date: July 21, 2022
Client: Stark County CUSD #100
Project: Athletic Complex Roof Replacement Bid Documents

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement".

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto.

will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit.

If to Client:
[Company Entity]
Attn: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
E-mail: \_\_\_\_\_



If to Farnsworth Group:  
Farnsworth Group, Inc.  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

With a copy (which will not constitute notice) to:  
Farnsworth Group, Inc.  
Attn: Chris Payne  
100 Walnut Street, Suite 200  
Peoria, IL 61602  
E-mail: cpayne@f-w.com

**Facsimile; PDF Signatures.** Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

**Force Majeure:** Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

**Assignment:** Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

**Dispute Resolution:** In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

**Timeliness of Performance:** Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

**Suspension:** Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

**Termination:** If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

**Reuse of Documents:** All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and / or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and / or any subconsultant shall be deemed the authors and Clients of their respective instruments of service and shall

retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

**Subcontracting:** Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

**Third Party Beneficiaries:** Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

**Right of Entry:** Client shall provide for Farnsworth Group's and / or any subconsultant's right to enter property owned by Client and / or others in order for Farnsworth Group and / or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

**Recognition of Risk:** Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and / or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and / or any subconsultant, and agrees to indemnify and hold Farnsworth Group and / or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and / or any subconsultant for any time spent or expenses incurred by Farnsworth Group and / or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy.

**Authority and Responsibility:** Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

#### **Electronic Files Transfer.**

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and / or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon

the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

**Utilities:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and / or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and / or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and / or any subconsultant for any time spent or expenses incurred by Farnsworth Group and / or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy.

**Samples:** All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

**Discovery of Unanticipated Hazardous Substances or Pollutants:** Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and / or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and / or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and / or any subconsultant to take immediate measures to protect human health and safety, and / or the environment. Farnsworth Group and / or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and / or any subconsultant to take any and all measures that in Farnsworth Group's and / or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and / or any subconsultant's personnel and the public, and / or the environment, and Client agrees to compensate Farnsworth Group and / or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and / or any subconsultant, and agrees to indemnify and hold Farnsworth Group and / or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and

/ or any subconsultant for any time spent and expenses incurred by Farnsworth Group and / or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and / or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and / or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

**Job Site:** Client agrees that services performed by Farnsworth Group and / or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and / or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and / or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and / or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

**Shop Drawing Review:** Client agrees that Farnsworth Group and / or any subconsultant shall review shop drawings and / or submittals solely for their general conformance with Farnsworth Group's and / or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and / or any subconsultant shall not be responsible for any aspects of a shop drawing and / or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and / or submittals and approve them in these respects before submitting them to Farnsworth Group and / or any subconsultant.

**LEED Certification and Energy Models:** Client agrees that Farnsworth Group and / or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and / or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and / or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and / or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

**Environmental Site Assessments:** No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth

Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

**Consequential Damages:** Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and 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 and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

**Personal Liability:** It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group'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, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and / or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

**General Insurance and Limitation:** Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

**Professional Liability Insurance and Limitation:** Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

**ADDITIONAL LIMITATION:** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL

SERVICES SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

**Subpoenas:** Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and / or any subconsultant to subpoenas issued by any party other than Farnsworth Group and / or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

**Statutes of Repose and Limitation:** All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

**Severability:** If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Survival:** Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**Governing Law:** The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.

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