

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the Town of Whitestown, Indiana, by and through its Town Council (hereinafter "TOWN"), and JQOL (hereinafter "Professional").

RECITALS

WHEREAS the Town owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, from time to time, TOWN needs professional assistance in fulfilling its foregoing responsibilities; and

WHEREAS, Professional is experienced in providing and desires to provide to TOWN the professional services ("Services") referenced herein; and

WHEREAS, TOWN desires to engage Professional as an independent contractor for the purpose of providing to TOWN the Services referenced herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, TOWN and Professional mutually agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2. SCOPE OF SERVICES

- 2.1 TOWN desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference.
- 2.2 Professional understands and agrees that TOWN may, from time to time, request Professional to provide additional or modified Services to TOWN. When TOWN desires additional Services from Professional, the TOWN shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after TOWN has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to TOWN. A copy of the TOWN's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by TOWN.
- 2.3 Time is of the essence of this Agreement.

SECTION 3. TOWN RESPONSIBILITIES

- 3.1 TOWN shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 TOWN shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3. TOWN shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 TOWN shall designate payment of the Services from appropriate TOWN budget appropriation funds.
- 3.5 TOWN shall designate its Town Council President or his duly authorized representative to act on TOWN's behalf on all matters regarding the Services.

SECTION 4. PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with TOWN its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5. COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to TOWN hereunder shall be no more than Two Hundred Sixty Six Thousand Eight Hundred Fifty Dollars (\$ 266,850) (the "Estimate"). Professional shall submit an invoice to TOWN no more than once every thirty (30) days for Services provided TOWN during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. TOWN shall pay Professional for all undisputed Services rendered and stated on such invoice within sixty (60) days from the date of TOWN's receipt of same. Town shall not be subject to any late fees, service charges, or interest if payment is not made within sixty (60) days.
- 5.2 Professional agrees not to provide any Services to TOWN that would cause the total cost of same to exceed the Estimate, without TOWN's prior written consent.

SECTION 6. TERM

Unless otherwise terminated in accordance with the termination provisions set forth herein, this Agreement shall be in effect from the Effective Date until the Services are completed in full in accordance with this Agreement, unless otherwise agreed by the parties hereto.

SECTION 7. MISCELLANEOUS

7.1 Termination.

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by TOWN or Professional, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by TOWN, for cause, immediately upon Professional's receipt of TOWN's "Notice To Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect.

TOWN and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries.

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship.

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are TOWN employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies TOWN for and from any and all costs, fees, expenses and/or damages incurred by TOWN as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance.

Professional shall procure and maintain with an insurer licensed to do business in the State of Indiana such insurance as is necessary for the protection of TOWN and Professional from all claims under workers' compensation, occupational disease and/or unemployment compensation acts, because of errors and omissions, because of bodily injury, including, but not limited to, the personal injury, sickness, disease, or death of any of Professional's employees, agents or contractors and/or because of any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth on attached Exhibit C. Such insurance policies shall not be canceled without thirty (30) days' prior written notice to TOWN.

7.6 Liens.

Professional shall not cause or permit the filing of any lien on any of TOWN's property. In the event such a lien is filed and Professional fails to remove it within ten (10) days after the date of filing, TOWN shall have the right to pay or bond over such lien at Professional's sole cost and expense.

7.7 Default.

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from TOWN specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, TOWN shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

7.8 Government Compliance.

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless TOWN from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

7.9 Indemnification.

7.9.1 Professional shall indemnify and hold harmless TOWN and its officers, officials, attorneys, and employees and agents from all losses, liabilities, claims, judgements and liens, including but not limited to all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.9.2 Any obligation TOWN has to indemnify Professional shall be limited by state and federal statutes and constitutional provisions designed to protect the exposure and liability of TOWN as an instrumentality of the State of Indiana or otherwise (e.g., actions and conditions as to which TOWN is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the Eleventh Amendment, and the continued ability to defeat a claim by reason of contributory negligence or fault of a claimant), so that TOWN's liability to indemnify, defend, and hold harmless hereunder shall not in any case exceed what might have been its liability to a claimant had TOWN been sued directly by the claimant in Indiana and all appropriate defenses had been raised by TOWN, and provided further, in no event shall TOWN's obligation to indemnify hereunder exceed the value of the consideration paid by TOWN under this Agreement.

7.10 Discrimination Prohibition.

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Professional is further required to execute the attached Affidavit, herein referred to as Exhibit D, which is an Affidavit affirming that: (i) Professional is enrolled and is participating in the E-verify program, and (ii) Professional does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached Exhibit D. In support of the Affidavit, Professional shall provide the Town with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the Town's authorized representative.

Should Professional subcontract for the performance of any work under this Addendum, the Professional shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-verify program. Professional shall maintain a copy of such certification for the duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the Town within seven (7) days of the effective date of the subcontract.

If Professional, or any subcontractor of Professional, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Professional or subcontractor subsequently learns is an unauthorized alien, Professional shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Professional or any subcontractor of Professional fail to cure within the Cure Period, the Town has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

7.12 Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.13 Notice.

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

TOWN:

If to TOWN: TOWN OF WHITESTOWN
Parks _____ Department
6210 Veterans Drive
Whitestown, Indiana 46075
Attn: Dominic Cornett

Katie Barr, Town Manager
*kbarr@whitestown.in.gov

AND

Ashley Ulbricht
Taft Law
One Indiana Square
Suite 3500
Indianapolis, IN 46204
aulbricht@taftlaw.com

PROFESSIONAL:

JQOL

8440 Allison Pointe Blvd

Indianapolis, IN 47250

317-661-1964

www.jqolusa.com

Notwithstanding the above, TOWN may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

7.14 Effective Date.

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

7.15 Governing Law; Lawsuits.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as by all ordinances and codes of the Town of Whitestown, Indiana. The parties agree that, in the event a lawsuit is filed hereunder, they waive any right to a jury trial they may have, agree to file such lawsuit in an appropriate court in Boone County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

7.16 Waiver.

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.17 Non-Assignment.

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without TOWN's prior written consent.

7.18 Entire Agreement.

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.19 Representation and Warranties.

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.20 Headings.

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

7.21 Advice of Counsel.

The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

7.22 Copyright.

TOWN acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. TOWN agrees that all ownership rights and copyrights thereto lie with Professional, and TOWN will use them solely for and on behalf of its own operations. TOWN agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

7.23 Personnel.

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with TOWN. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this agreement. TOWN shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.25 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within TOWN's organization.

7.26 Debarment And Suspension

7.26.1 The Professional certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Professional.

7.26.2 The Professional certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Professional shall immediately notify the TOWN if any subcontractor becomes debarred or suspended, and shall, at the TOWN's request, take all steps required by the TOWN to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

7.27 Access to Public Records Act

Professional understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the Town, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

7.28 Iran Certification.

Pursuant to I.C. § 5-22-16.5, the Consultant shall certify that, in signing this document, it does not engage in investment activities within the Country of Iran.

7.29 Job Site Safety.

Neither the professional activities or the Professional, nor the presence of the Professional or its employees and subconsultants at a construction/project site, shall relieve the general contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Professional and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

7.30 Non-Appropriation Clause.

The parties acknowledge that TOWN is a governmental entity whose funds are subject to appropriation by its fiscal body. If at any time during any term of this Agreement, the fiscal body of TOWN should fail to appropriate sufficient funds to continue this Agreement, this Agreement shall become null and void. In the event of non-appropriation of funds, TOWN will give notice to Professional immediately of such failure and shall pay Professional for all Services provided prior to the exhaustion of the appropriated funds. TOWN agrees to seek funding for the continuation of this Agreement during each budget cycle during any term of this Agreement.

(remainder of page intentionally left blank)

JQOL

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

JQOL

BY:

Authorized Signature

Printed Name: _____

Title: _____

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

Date: _____

APPROVED by the Town Council of the Town of Whitestown, Indiana, this ____day of _____, 2026, by a vote of ____ in favor and ____ against.

THE TOWN COUNCIL OF THE TOWN OF WHITESTOWN, INDIANA

Eric Nichols, President

Courtenay Smock, Vice President

Cheryl Hancock

Tobe Thomas

Dan Patterson

ATTEST:

Matt Sumner, Clerk-Treasurer



8440 Allison Pointe Blvd., Suite 425
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December 19, 2025

JQOL Agreement

Dominic Cornett
Town of Whitestown
6210 Veterans Dr.
Whitestown, IN 46075

**Reference: Wrecks Park
7060 S Indianapolis Rd., Whitestown, IN**

Dear Dominic,

We propose to render professional Resident Project Representative services in connection with the Wrecks Park in 7060 S Indianapolis Rd., Whitestown, IN (hereinafter called "the project"). This proposal represents a legal agreement between JQOL Inc., the Resident Project Representative and Town of Whitestown (Client). We will provide the Basic Services as described in Project Description below. Terms and Conditions shall be as provided in this proposal.

Project Description (Resident Project Representative)

1. The primary task will be to Provide Supervision and Inspection Services for the duration of the project construction. The project has an anticipated start date in February, 2026, and a substantial completion date in November, 2026.
2. JQOL employee will perform daily inspection duties to ensure a quality final product.
3. JQOL employee will prepare daily reports accounting for weather, personnel, activities, and progress, while noting issues and corrective action.
4. JQOL employee will complete weekly reports to keep stakeholders up to date with progress.
5. JQOL employee will support and / or facilitate the preconstruction and progress meetings through the life of the project.
6. JQOL employee will attend public meetings in support of Whitestown staff.
7. JQOL employees are expected to be available on or after February 1, 2026.
8. VPES staff will assist with inspection duties during peak construction activities.

Fee for Basic Services

1. Based on the stipulations in this letter, hourly rates for Basic Services will be:

a. Engineering Director	\$205.00 / hour
b. Senior Inspector	\$125.00 / hour (\$145/ hour OT)

1. Projected project hours:

a. Engineering Director - 5 hrs./wk. x 34 weeks as needed	\$ 34,850
b. Certified Inspector – 40 hrs./wk. x 40 weeks (Feb 16 – Nov 20)	\$200,000
c. VPES Inspector as needed (NTE \$30,000)	\$ 30,000
d. Reimbursable Expenses (NTE \$2,000)	\$ 2,000

**Total Fee Will Be A Not to Exceed of \$266,850
(Two Hundred Sixty Six Thousand Eight Hundred Fifty Dollars)**

December 19, 2025



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Fee for Additional Services

1. Fees for additional services will be billed to the client at an agreed upon price, or at the stated hourly rates above. A letter authorizing JQOL to proceed with additional services must be received before any work additional work is completed.

Billing

1. The cost of construction management services will be billed to the Client monthly, based on hours worked as outlined in Fee for Basic Services.
2. In the event of the project being stopped or delayed, Client shall pay JQOL INC for all work completed up to the notice to stop work.
3. Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from thirtieth day, and (2) in addition Consultant may, after giving seven days written notice to Client, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses and other related charges. Client waives any and all claims against Consultant for any such suspension.
4. As compensation for Consultant providing or furnishing Services and Additional Services, Client shall pay Consultant as set forth in Fee for Basic Services and Fee for Additional Services. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Consultant in writing of the specified basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
5. All invoicing questions or communications should be directed to accounting@jqolusa.com.
6. Provide the contact information for the preferred billing point of contact below:

Name: _____

Email _____

Phone: _____

Address: _____



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This proposal, consisting of **six** pages, represents the entire understanding between the Client and JQOL with respect to the project and can only be modified in writing signed by both firms. If it satisfactorily sets forth your understanding of our agreement, please sign this proposal and return it to JQOL.

Thank you very much for considering JQOL for this project.

Sincerely,
JQOL INC.

Ed Garrison, PE
Principal, Director of CA

Accepted:

By: _____

Title: _____

Date: _____

Terms and Conditions

This is an agreement effective as of the date signed by Client ("Effective Date").

Termination – The obligation to continue performance under this Agreement may be terminated:

1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.
2. For cause by Consultant – Upon seven days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control.
3. Consultant shall have no liability to Client on account of a termination for cause by Consultant.
4. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure in item 1 above if the party receiving such notice brings, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
5. Client may terminate for convenience effective upon Consultant's receipt of written notice from Client.
6. In the event of any termination under this section, Consultant will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and subconsultants' charges, if any.

General Considerations

1. The standard of care for all professional engineering and/or surveying services and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to specialty contractor, manufacturers, suppliers, and the publishers of technical standards.
2. Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.
3. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.

December 19, 2025

4. Consultant's opinions (if any) of probable construction cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry.

However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Consultant requires greater assurance as to probable construction cost, then Consultant agrees to obtain an independent cost estimate.

5. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its subconsultants.
6. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
- Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
 - any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants;
 - Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and
 - such limited license to Client shall not create any rights in third parties.
7. Client and Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
8. To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to Client under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant, whichever is greater.
9. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of

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the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

10. Client and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
11. This Agreement is to be governed by the law of the state in which the Project is located.