

**CITY OF LINCOLN**  
**REGULAR COMMITTEE OF THE WHOLE MEETING**  
**AGENDA**  
**MAY 28, 2019**  
**CITY HALL COUNCIL CHAMBERS**  
**7:00 PM**

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Participation.**
4. **Mayoral Appointment of Hannah Fitzpatrick to the Historic Preservation Commission.**
5. **Resolution for US Census 2020.**
6. **Logan County Animal Control Agreement.**
7. **Permit to Request LCHS hold its Homecoming Parade on Friday, September 20, 2019, at 2:30 p.m., in Downtown Lincoln, IL.**
8. **Emergency Shingle Repairs to City Hall Roof.**
9. **Agreement for Farnsworth Professional Services Lump Sum for the City Fiscal Year 2019-2020 Street Maintenance Projects -- for Kickapoo Street Construction Project, and the Oil and Chip Program.**
10. **International Association of Fire Fighters Union Local #3092 Three-Year Contract with the City of Lincoln, IL, 05.01.2019 through 04.30.2022.**
11. **Street Department Union Local #399 Three-Year Contract with the City of Lincoln, IL, 05.01.2019 through 04.30.2022.**
12. **Announcements.**
13. **Possible Executive Session.**
14. **Adjournment.**
15. **Upcoming Meetings:**
  - Regular City Council Meeting: Monday, May June 3, 2019**
  - Committee of the Whole Meeting: Tuesday, June 11, 2019**

RESOLUTION

WHEREAS, the United States Government will be conducting Census 2020; and

WHEREAS, Census 2020 will generate population figures which will influence the distribution of Federal Funds; and

WHEREAS, the City of Lincoln is in a unique position to assist the U.S. Census Bureau in conducting Census 2020; and

WHEREAS, the United States Government is considering a proposal which would blend the estimates and actual counts of Census 2020 into a single population number, and which will also discontinue the practice of allowing State and local governments to review the U.S. Census Bureau's numbers before they are made final.

NOW, THEREFORE, BE IT RESOLVED MAYOR AND CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS, that the City of Lincoln has up-to-date data accurate Master Address File to be used in Census 2020.

BE IT FURTHER RESOLVED that the City of Lincoln is greatly concerned that any proposal which would discontinue the practice of allowing State and Local Governments to review the U.S. Census Bureau's numbers before they are made final would detrimentally affect the legitimacy of the numbers compiled by the U.S. Census Bureau for Census 2020.

BE IT FURTHER RESOLVED that the City of Lincoln is willing and able to assist the U.S. Census Bureau in relation to Census 2020 for the City of Lincoln, Logan County, Illinois.

BE IT FURTHER RESOLVED that this Resolution be communicated and distributed to the appropriate representative officials with the United States Government so that the concerns of the City of Lincoln may be expressed in the appropriate form.

The vote on the adoption of his Resolution was as follows:

Alderman Parrott	_____	Alderman Keller	_____
Alderman Horn	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderman Schmidt	_____
Alderman Downs	_____	Alderman Bateman	_____

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF LINCOLN,

BY: \_\_\_\_\_  
Seth Goodman, Mayor  
City of Lincoln, Logan County, Illinois

ATTEST: \_\_\_\_\_ (SEAL)  
City Clerk, City of Lincoln,  
Logan County, Illinois



## Logan County Board

P.O. Box 39

Lincoln, Illinois 62656

Phone: 217-732-6400

Fax: 217-735-5246

April 17, 2019

Mayor Seth Goodman  
P.O. Box 509  
Lincoln, IL 62656

Dear Mayor Goodman,

Attached is a copy of the new version of the agreement between the City of Lincoln and Logan County for Animal Control services.

Contracts are being offered this year at the same rate as last year. You have the option to pay annually or monthly.

Please be advised that the Logan County Board has approved a \$200 fee to be charged to municipalities which do not have a contract and Animal Control is called to an animal problem in that community. For the safety of County residents, we respond to animal calls in all communities, regardless of whether a contract is in place.

If you have any questions, you may reach me at 217-671-2246, or leave a message with our County Board Administrative Assistant, Amy Kuhlman, at 217-732-6400.

Make checks payable to: Logan County  
Send payments to: Logan County Treasurer  
P.O. Box 400  
Lincoln, IL 62656

Sincerely,

Scott Schaffenacker  
Chairman  
Logan County Animal Control Committee

## AGREEMENT

This AGREEMENT made and entered into this 1<sup>st</sup> day of June, 2019, by and between Logan County, a body corporate and politic, existing by and under the laws of the State of Illinois, (hereinafter referred to as the "County"), and City of LINCOLN, a municipal corporation, existing by and under the laws of the State of Illinois, (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the County is authorized under the Illinois Animal Control Act to provide certain animal control services and to enter into agreements regarding the provision of said services, and

WHEREAS, the City of Lincoln, pursuant to the Cities and Villages Act, Chapter 65, paragraph 5/11-20-9, Illinois Compiled Statutes, is authorized to regulate and prohibit the running-at-large of animals within the City limits of Lincoln, Illinois, and

WHEREAS, the City of Lincoln has passed certain ordinances which prohibit the running-at-large of certain animals within its jurisdiction and has made other provisions to promote the health, welfare and safety of humans and animals within said jurisdiction, and

WHEREAS, the City and County wish to enter into a contractual relationship providing for certain animal control and animal shelter services within the County of Logan and municipality of Lincoln.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

**1. TERM** This Agreement shall commence at 12:01 P.M. on June 1<sup>st</sup>, 2019, and shall terminate at 11:59 A.M. May 31, 2020 unless otherwise terminated or extended.

**2. COMPENSATION TO LOGAN COUNTY** The City agrees to pay the County for the services hereinafter set forth, the sum of \$42,000.00 for a 12 month period from June 1<sup>st</sup>, 2019 through May 31, 2020. All payments shall be made in equal monthly installments and such payments shall commence on or before the 15<sup>th</sup> of June, 2019 and shall continue on the 15<sup>th</sup> day of each month

thereafter. The monthly payment shall be \$3,500.00. All payments shall be made to the Logan County Treasurer, P.O. Box 400, Lincoln, Illinois 62656 and deposited to the County's Animal Control Fund.

### **3. SERVICES TO BE PROVIDED BY COUNTY**

- a. **Animal Shelter and Pound** Logan County will furnish, operate and maintain an animal shelter and pound for lost, strayed, captured, surrendered or homeless dogs and cats in Logan County. The shelter shall be operated and maintained according to regulations of the Illinois Department of Agriculture. Logan County will provide humane treatment for all animals in its care and custody; provided that Logan County, under the direction of the Administrator of the Animal Control Ordinance (hereinafter referred to as Administrator), shall humanely dispose of such animals as provided by statute, regulation or ordinance. Logan County shall keep accurate records of all animals taken into its custody and impounded and shall record the final disposition made of an impounded animal.
- b. **Administration of Shelter** Logan County will maintain reasonable office hours at the shelter for the convenience of the public and for the purpose of transacting business in connection with its duties under this Agreement, such as for reception of captured or surrendered animals and for transacting business relating to the redemption or adoption of impounded animals.
- c. **Employment of Personnel** Logan County shall employ individuals to carry out its duties under this Agreement. Logan County shall thoroughly familiarize such personnel with all applicable statutes, rules, regulations and ordinances pertaining to animal control within Logan County.
- d. **Enforcement of Animal Control Laws** Logan County shall certify to the Administrator one or more of its employees as being trained and competent to assume the duties of the Animal Control Warden. The Administrator shall appoint such employees as Animal Control Wardens to enforce all applicable statutes, regulations, City ordinances and County ordinances relating to animal control and to capture and impound dogs found running-at-large within the City. Animal Control agrees to respond 24 hours a day to barking



dogs, dogs running-at-large, bite cases and injured dogs or cats. Animal Control will maintain reasonable hours for reclaims, adoptions and other non-emergency needs. The Animal Control Wardens shall be employees of, and be compensated by, Logan County.

e. **Cooperation with Other Departments** Logan County will cooperate with personnel of City of Lincoln Police Department, Logan County Sheriff's Office and Logan County Health Department in investigating complaints for violation of animal control and animal welfare laws and ordinances and shall respond directly and investigate citizen complaints of violations of such laws and ordinances. When warranted, Logan County shall prepare and transmit investigative reports of violations to the State's Attorney of Logan County for his review and the filing of charges or actions if appropriate. If charges or actions are filed by the State's Attorney, Logan County and the City of Lincoln will cooperate fully in the prosecution of the same. The City Attorney, however, will prosecute actions under the City Leash Ordinances and all such fines and penalties collected shall be retained by the City.

f. **Issuance of Dog Registrations, Collection of Fees, Maintenance** Under the supervision of the Administrator, Logan County shall issue dog and cat registration tags for all dogs and cats required to be registered in Logan County, and shall collect and retain all registration fees. In addition, Logan County shall collect and retain all required rabies inoculation, housing, neutering and adoption fees. Logan County shall keep complete and accurate records of the issuance of registration tags and the receipt of all fees and charges enumerated above.

4. **INSURANCE** The County of Logan, at its own cost and expense, shall carry insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgments and from all expenses that may be incurred in investigating or resisting the same stemming from the performance of its duties described above. The City shall be responsible for obtaining and paying for any insurance it may feel is appropriate.

5. AGREEMENT NOT ASSIGNABLE Neither party may sell, mortgage or assign this Agreement, or the powers granted to it, or any interest therein.

6. ENTIRE AGREEMENT This Agreement contains the entire understanding of the Parties and no warranties, representations, covenants, or agreements have been made with respect to the subject matter of this Agreement except as stated in this Agreement. This Agreement may not be amended or modified except in writing and signed by the Parties.

This Agreement entered into the day and year first set forth above pursuant to authority given by the respective governing bodies of both the County and the City.

City of Lincoln, Illinois

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_ (SEAL) \_\_\_\_\_  
City Clerk Date

County of Logan, Illinois

By: \_\_\_\_\_  
Chairman, Logan County Board

ATTEST: \_\_\_\_\_ (SEAL) \_\_\_\_\_  
Logan County Clerk Date



# REQUEST TO PERMIT

DATE: 5/22/19

We, the undersigned of the City of Lincoln, do hereby respectfully request the Mayor and City Council to permit

LCHS to have a Homecoming Parade Friday September  
20<sup>th</sup>, 2019 at 2:30pm. The parade will proceed down  
Wyatt Ave, turn right onto Kirkwood Street, right onto  
Broadway St. and continue around the courthouse square.

If the above request is for use of City property, including streets and/ or alleys, please check one of the two boxes below:

A Certificate of Insurance Liability for the event is attached.

A Certificate of Insurance Liability for the event will be provided to the City no later than Newline expires 10/1/19

If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

Name: Chris Hammer

Address: 1000 Railer Way  
Lincoln

Phone: 732-4151 Cell: 433-2038

Email: chammer@lchsrailers.org



## CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln, 1853—Incorporated February 16, 1865  
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

### MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln

**FROM:** Elizabeth Davis-Kavelman, City Administrator

**MEETING DATE:** Monday, May 22, 2019, via Email

**IN RE:** Emergency Shingle Repairs to City Hall Roof

#### ***Background***

Alderman Kevin Bateman reminded us early yesterday morning that a shingles patch repair to city hall's roof was needed. Former Fire Chief Mark Miller had mentioned prior to his retirement that he was going to take care of it himself, and he did. No one has been assigned to oversee city hall maintenance after Chief Miller retired. I volunteered at a city council meeting but was told it would open up another can of worms. Anyway, since we are scheduled for heavy rains and flash flooding again today, Fire Chief Dunovsky, Mayor Goodman, and I determined the repair to be an emergency. The approximate total cost of the sewer repair with Kurt Fitzpatrick was \$1,075.00.

#### ***Analysis/Discussion***

We approved the project via email and tentative bill based on the fact it was an emergency; therefore three bids prior to this decision was not warranted. It was still raining and more was in the forecast for the immediate future.

This roof needs to be totally re-shingled again. Please consider the strong need for a new roof in the near future and your positive city council vote to do so.

#### ***Fiscal Impact***

\$1,075.00 approximate cost to the city.

#### ***COW Recommendation***

This is for your information as it was approved as an emergency repair. The issue will not be discussed at the next COW meeting unless an update by Fire Chief Dunovsky or me is requested.

#### ***Council Recommendation***

This is for your information only. Thank you for the discretion in spending allowance you have given the department heads, mayor, and me as this was considered an emergency.

Thank you.

#### CITY COUNCIL

FIRST WARD  
STEVE PARROTT  
TRACY WELCH

SECOND WARD  
MICHELLE BAUER  
RON FLESHMAN

THIRD WARD  
HEIDI BROWNE  
RON KELLER

FOURTH WARD  
JEFF HOINACKI  
DAYNE DALPOAS

**FITZPATRICK CONSTRUCTION, INC.**

**KURT FITZPATRICK, PRESIDENT**

**2 ILLINI DRIVE • LINCOLN, IL 62656**

**OFFICE: 217-651-8660 MOBILE: 217-737-6568**

**FAX: 217-651-8639**

**EMAIL: KURTFITZPATRICK94@COMCAST.NET**



May 21, 2019

**ESTIMATE**

Lincoln Fire Department

Chief Bob Dunovsky

Lincoln, IL 62656

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We hereby submit the following estimate(s):

Estimate to rent lift, purchase & install shingles on city hall that have blown off due to high winds

Labor & Materials      \$ 1,075.00

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We propose hereby to furnish materials and labor only – complete and in accordance with the above specifications in the amount of \$1,075.00

By signing this estimate, you, the customer, are signing a binding contractual agreement to have Fitzpatrick Construction furnish the labor and/or materials for this project. All materials are guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon receipt of a Change Order signed by the homeowner / customer, and will become an extra charge over and above the estimate. All agreements are contingent upon delays beyond our control. Invoices are due within 10 days of the invoice date and are subject to finance charges (18% Annual/minimum of \$.50) if not paid within that time. Purchaser agrees to pay all costs of collection, including attorney's fees and court costs if needed. This proposal may be withdrawn by us if not accepted by the above due date. Estimate good for 30 days. If estimate is accepted, invoicing will be done on an interim basis for large jobs or at the completion of the job for smaller jobs.

Acceptance Signature: Robert Dunovsky FIRE CHIEF Date: 5/21/19



**AGREEMENT FOR PROFESSIONAL SERVICES  
LUMP SUM**

This Agreement is effective this 3rd day of June in the year 2019, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of Peoria, IL, and City of Lincoln, IL, hereinafter referred to as CLIENT, of Lincoln.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "2019 Street Maintenance Projects", hereinafter referred to as PROJECT.

By this Agreement:

The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:

See attached scope of services.

The estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:

Work to be completed by November 29, 2019

CLIENT agrees to compensate FARNSWORTH GROUP for providing the above services on the basis of a Lump Sum fee, plus expenses incurred if not included in the Lump Sum fee (such expenses will be charged in accordance with the Schedule of Charges annually adopted by FARNSWORTH GROUP).

Kickapoo Street Project - \$170,000 Estimated Construction x 11% Design and Construction Engineering in accordance with IDOT MFT Group IV Items = \$18,700

Oil and Chip Program - \$300,000 Estimated Construction x 8% Design and Construction Engineering in accordance with IDOT MFT Group III Items = \$24,000

The total Lump Sum fee for FARNSWORTH GROUP's services plus estimated expenses on the PROJECT is \$42,700.

The attached current Schedule of Charges is incorporated into and made a part of this Agreement.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.  
FARNSWORTH GROUP

City of Lincoln, IL  
CLIENT

Signature

Signature

Joe Adams  
Typed Name

Typed Name

Engineering Manager  
Title

Title

6/3/19  
Date

Date

Witness Signature (if required)

Witness Signature (if required)

Typed Name

Typed Name

Title

Title

Date

Date

Joe Adams  
Principal Contact Typed Name

Walt Landers  
Principal Contact Typed Name

jadams@f-w.com; (309) 689-9888  
Contact Information (e-mail, phone, etc.)

wlanders@lincolnil.gov  
Contact Information (e-mail, phone, etc.)

**APPENDIX A**  
**SCOPE OF SERVICES – June 3, 2019**  
**City of Lincoln, IL**  
**2019 Street Maintenance Projects – Design and Construction Engineering Services**

Scope of Services listed below are for Design and Construction Engineering Services consisting of Assistance in determining street improvement targets, preparation of project bidding documents, bidding and contract administration, and construction observation as indicated below for two projects; the mill and overlay of Kickapoo Street between Wyatt Ave. and Clinton Street and an oil and chip program on various streets within City limits. This Scope assumes the project is locally funded and that MFT, State, or Federal Material Documentation and Full Time Observation is not required.

**Kickapoo Street Mill and Overlay Project**

**1. Construction Document Preparation**

- a. Perform one (1) site visit with City to review design assumptions
- b. Prepare bidding document packet in general accordance with Illinois Department of Transportation Local Roads Policies for Motor Fuel Tax funded contract projects.  
Documents to include:
  - i. Proposal Form with Schedule of Prices and associated front end contract documents
  - ii. Project Special Provisions
  - iii. Supplemental Specifications, Recurring Special Provisions, and Bureau of Design and Environment Special Provisions
  - iv. State Standard Details
  - v. Summary of Quantities Sheets
  - vi. Project map including limits and types of improvements

**2. Bidding Services and Contract Administration**

- a. Submit the Notice to Bidders to local contractors through the statewide Local Roads Contractor's Bulletin
- b. Attend the Bid Opening, evaluate the bids and make a recommendation for award.
- c. Coordinate with the Contractor for execution of the Contract and Contract Bond upon approval of the City.

**3. Construction Engineering, Material Testing and Material Documentation**

- a. Provide for part-time Construction Engineering, Material Testing and Material Documentation for the subject project. It is assumed that IDOT approved aggregates, concrete mixtures and bituminous mixtures will be used.
- b. Attend Preconstruction Meeting and prepare Meeting Minutes.
- c. Provide part-time observation of the work and the contractor's operations for general compliance with the plans and specifications as construction proceeds, but the Engineer does not guarantee the performance of the contract by the Contractor.
- d. Maintain a record of the contractor's activities during construction, while we are on site, including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work



- e. Supervision of technicians, proportioning engineers, and other engineering technical personnel and the taking and submitting of material samples
- f. Prepare two (2) Pay Request and one (1) Change Order form.
- g. Prepare Punch List and confirm Punch List items were addressed prior to Final Acceptance.
- h. This Scope of Services is based on part-time on-site Construction Engineering time frame for our Bidding and Construction Field services from June 3, 2019 through November 29, 2019. Should the Contractor not meet the completion date due to weather or any other issues, additional compensation for continued Construction Engineering Services shall be made to the Engineer at that time should the City request additional Engineering services beyond the November 29, 2019 date, except as indicated herein

## **Oil and Chip Program – Various City Streets**

### **1. Construction Document Preparation**

- a. Perform one (1) site visit with City to review potential street target conditions and finalize final targets
- b. Prepare bidding document packet in general accordance with Illinois Department of Transportation Local Roads Policies for Motor Fuel Tax funded contract projects.  
Documents to include:
  - i. Proposal Form with Schedule of Prices and associated front end contract documents
  - ii. Project Special Provisions
  - iii. Supplemental Specifications, Recurring Special Provisions, and Bureau of Design and Environment Special Provisions
  - iv. State Standard Details
  - v. Summary of Quantities Sheets
  - vi. Project map including limits and types of improvements

### **2. Bidding Services and Contract Administration**

- a. Submit the Notice to Bidders to local contractors through the statewide Local Roads Contractor's Bulletin
- b. Attend the Bid Opening, evaluate the bids and make a recommendation for award.
- c. Coordinate with the Contractor for execution of the Deliver and Install Proposal upon approval of the City.

### **3. Construction Engineering, Material Testing and Material Documentation**

- a. Provide for part-time Construction Engineering, Material Testing and Material Documentation for the subject project. It is assumed that IDOT approved aggregates and bituminous mixtures will be used.
- b. Attend Preconstruction Meeting and prepare Meeting Minutes.
- c. Provide part-time observation of the work and the contractor's operations for general compliance with the plans and specifications as construction proceeds, but the Engineer does not guarantee the performance of the contract by the Contractor.
- d. Maintain a record of the contractor's activities during construction, while we are on site, including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work
- e. Prepare one (1) Pay Request.
- f. Prepare Punch List and confirm Punch List items were addressed prior to Final Acceptance.
- g. This Scope of Services is based on part-time on-site Construction Engineering time frame for our Bidding and Construction Field services from June 3, 2019 through October 11, 2019. Should the Contractor not meet the completion date due to weather or any other issues, additional compensation for continued Construction Engineering Services shall be made to



the Engineer at that time should the City request additional Engineering services beyond the October 11, 2019 date, except as indicated herein

**Note: Not included in this Contract and Scope of Services:**

- Any funding sources other than local City funds
- Aggregate Testing at the Quarry (Assumed to be completed by IDOT Materials as part of their Approved Source process)
- Concrete Plant Testing Services
- Bituminous Plant Testing Services
- Property Owner Meetings or Coordination
- Meetings with City Staff or City Council other than those referenced above
- Full time Construction Engineering Services
- Construction Layout or staking services
- Proposed ROW or Easement staking

The work listed above will be completed on a time and material basis or under a separate contract addendum, if requested at a later date by the Client.

**Date:** 6/3/19  
**Client:** City of Lincoln  
**Project:** 2019 Street Maintenance Projects

**Reference Conditions:** Farnsworth Group, Inc. will hereinafter be referred to as "Farnsworth Group," the above referenced Client will be referred to as "Client," and the above referenced Project will hereinafter be referred to either as Project or by abbreviation as above set forth. Farnsworth Group is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subconsultants and agents, including their respective officers, directors, employees, successors and assigns.

**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". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

**Precedence:** 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, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

**Invoices:** 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. Client shall reimburse Farnsworth Group for the amount of such taxes, if any, in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges.

**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. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the

information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

**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.

**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 lawful order, rules, and regulations of any constituted authority.

**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.

**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. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

**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 Farnsworth Group's 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.

**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 the 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.

**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 owners 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,

and other entities involved in the Project to carry out the intent of this provision.

**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.

**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. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.



**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.

**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, during the active term of the project 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.

(iv) Client shall indemnify Farnsworth Group for client's use of the Project Files.

(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 E202-2008, 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 and indemnify Farnsworth Group.

**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 of 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 without limitation.

**Governing Law:** The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Utilities:** If Client is responsible to provide information on the location of underground utility lines for use on the Project, as defined in the scope of services, then Farnsworth Group is entitled to exclusively rely on the accuracy and completeness of that information and shall provide prompt written notice to Client if Farnsworth Group becomes aware of any errors, omissions or inconsistencies in such information. Client is responsible for disclosing and providing information on the existence and location of subterranean structures on 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.

**Topographic Surveys/Utilities:** If Farnsworth Group is performing the topographic surveys for the Project and the defined scope of service includes Farnsworth Group's efforts to obtain and show information on the location of underground utility lines on the Project, then any such identification and location of underground utilities by Farnsworth Group are strictly limited to public utilities. Client understands that information regarding underground utilities obtained from public agencies and utility owners are not guaranteed to be accurate or reliable. Additionally, the information obtained from the use of underground utility locators or locating technology may not be completely accurate or reliable. Farnsworth Group will use reasonable effort to understand the underground utilities on the Project using the level of service identified in the scope of services, however,

Client agrees that Farnsworth Group is not responsible for and has no liability for any such underground utilities that are not locatable and are not shown on available utility agency or municipality mapping, including private utilities, service lines (lines connecting on-site facilities to the public utilities), and other private utilities interconnecting on-site facilities. 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 for utilities that are not locatable, not shown on available utility agency or municipal mapping, and private utilities and service lines that were not made known 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, alkalies, 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 warrants that the construction contractor and construction subconsultant shall be made aware 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 1 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.