

28 January 2020

Mr. Ilandus Hampton  
Joliet Township High School District 204  
Joliet, Illinois 60436

RE: Renovation of Joliet Central and West High School Auditoria

Mr Hampton,

This proposal outlines the scope of work and cost for our services as theatre consultants and AV system design consultants for the above-named project. We propose to provide theatre consultation and AV system design services for to renovate the existing auditorium theatre production equipment systems in the Central and West Auditoria. We understand the renovation will include some or all of the following:

**Central High School – Included Scope**

- Renovation and/or replacement of the existing rigging system.
- Recommendations for replacing the stage-house rigging access.
- Replacement of the existing production lighting system including equipment and electrical infrastructure.
- Replacement of the existing Audio and Video System including equipment and infrastructure.
- Replacement of existing stage curtains.
- Recommendations for replacement of existing front-of-house lighting positions including:
  - Balcony rail
  - Side wall lighting positions
- Recommendations for improved accessibility to the control positions.

**Central High School – Not Included Scope**

- Revision to the architectural lighting
- Replacement of the existing architectural lighting control system
- Existing Fire Curtain and associated Rigging

**West High School – Included Scope**

- Renovation and/or replacement of the existing rigging system.
- Replacement of the existing production lighting system including equipment and electrical infrastructure.

**PARTNERS**

Michael DiBlasi  
Todd Hensley  
Jim Baney  
Jack Hagler  
Michael Burgoyne  
Emily Klingensmith  
Giulio Pedota  
Joshua Grossman

**DIRECTORS**

Duane Schuler  
Robert Shook

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- Replacement of the existing Audio and Video System including equipment and infrastructure.
- Replacement of existing stage curtains.
- Replacement of the existing architectural lighting in the auditorium, stage and technical areas.
- Replacement of the existing architectural lighting control system in the auditorium.

We will collaborate with Joliet Township High School representatives (Client), an architect if the scope requires, electrical, mechanical and structural engineers if the scope requires, designated vendors and contractors, and Threshold Acoustics in the planning and equipping of the theatre and related spaces as follows:

#### Advisory Services

- Equipment access planning
- Control position planning
- Equipment support planning

#### Design Services

- Stage rigging
- Stage curtains and tracks
- Speaker cluster rigging
- Stage lighting systems
- Theatre general lighting and auditorium house lighting in Joliet West only.

**NOTE:** SCHULER SHOOK IS NOT AN ARCHITECTURE OR ENGINEERING FIRM AND CANNOT PROVIDE THOSE SERVICES. IF ARCHITECTURE OR ENGINEERING SERVICES ARE REQUIRED FOR A COMPLETE PROJECT, JTHS MUST ENGAGE THOSE DISCIPLINES AT THEIR COST. AS NOTED ABOVE, SCHULER SHOOK AND OUR SUBCONSULTANT THRESHOLD ACOUSTICS WILL COLLABORATE WITH THOSE SPECIALTIES ONCE DESIGNATED AS NEEDED.

The scope of our services will be as follows:

#### **Concept Design/Contractor Selection**

1. Evaluate existing production systems and develop concepts for renovation and / or replacement.
2. Develop control position access strategies for review by the owner.



3. Coordinate theatre requirements with designated engineering consultants, including the location and routing of electrical systems.
4. Prepare outline specifications and preliminary drawings for stage equipment systems.
5. Review the design development drawings in progress.
6. Participate in one round of cost reduction or value engineering exercise. Our fee includes up to eight hours for this task in this phase. This proposal assumes that all cost reduction and value engineering is completed prior to Construction Documents phase.
7. Identify qualified contractors to complete the engineering and specification of any scope required for the proper fabrication and installation of the stage equipment systems and system access.
8. A/V scope as described in Threshold Acoustics proposal (Appendix B)
9. We have included these meetings as maximum during this phase:
  - Two meetings in Joliet
  - Eight hours of online meetings

### **Construction Documents**

10. Discuss the division of prime and sub contracts for theatre equipment systems, and consideration of equipment purchases directly by Owner.
11. Discuss the coordination of construction documents with the design team and contractors.
12. Prepare drawings and specifications, as follows. This information will be prepared as advisory and requires the review and approval an architect or engineer if engaged or the engineering contractor otherwise. Review by those disciplines will be required prior to inclusion of this information in the project contract drawings. It will be necessary for an engineer to review, coordinate, and engineer—i.e., determine conductor and conduit sizes for power and control—all electrical components of the theatrical equipment systems, and to issue this information as Electrical Contract Documents, stamped by the electrical engineer. Please confirm that those services are included.
  - a. Lighting and electrical



- We will prepare informational layout drawings for the stage production lighting, for both high schools and general stage work lighting and audience house lighting for West high school. We will prepare a lighting fixture schedule for these areas. An engineer must include these systems in the electrical contract drawings. We will not address emergency lighting, exit lighting, or alarm systems.
- We will prepare riser diagrams, panel schedules and dimmer schedules for the lighting systems, control network, and production infrastructure. We will prepare details as required to illustrate device and fixture mounting conditions. These diagrams and details will be included in the electrical contract drawings.
- We will prepare complete specifications for stage and house lighting control and distribution systems.
- We will prepare complete specifications for stage lighting luminaires and other portable stage lighting equipment.

b. Stage rigging system

- We will prepare complete contract drawings and details for the stage rigging system, including stage curtains and tracks. We will draw this information on the project drafting sheets, and these drawings will be bound in with the balance of the full contract drawings for this project.
- We will prepare informational layout drawings for electrical accommodations related to the stage rigging system. The project electrical engineer will include the stage rigging system electrical accommodations in the electrical contract drawings.
- We will prepare complete specifications for the stage rigging, curtains, and tracks.

This proposal assumes that the designated contractor will be responsible for the administration, architectural coordination, and electrical, mechanical, and structural engineering for the project. It is understood that as theatre consultants we are not licensed as architects or engineers. We shall endeavor to comply with local codes and requirements in association with the project architects and engineers but said compliance shall be the responsibility of the project architects, engineers, and contractors.

13. We have included these meetings during this phase as a maximum:
- Two meetings in Joliet
  - Ten hours of online meetings

## **Bidding**



14. Assist in the identification and prequalification of specialty contractors for consideration in final selection by others.
15. Assist in the preparation of addenda.
16. Assist in the review of bids and suggested substitutions by bidders.
17. We have included these meetings as maximum during this phase:
  - One meeting in Joliet
  - Four hours of online meetings

### **Construction Administration**

18. Provide consultation as required during construction to resolve job site questions and coordination issues.
19. Provide review and recommendations on related shop drawings and submittals.
20. Review and respond to contractor Requests for Information within our scope.
21. Conduct job site visits to observe work in progress and assist in the coordination of related trades at the job site.
22. Observe completed installations and submit punch lists items. Observe system commissioning for related systems.
23. We have included these meetings and site visits as maximum during this phase:
  - Eight site visits
  - Twelve hours of online meetings

### **Additional Services**

Services we often provide, but are not included in this proposal, are listed below. We will be happy to submit a proposal for any of these services, if requested.

- Theatre seating constructions documents
- Special decorative stage curtains
- Orchestra pit lift
- Orchestra pit platform filler system
- Stage traps/lifts
- Stage turntable
- Concert acoustic shell
- Adjustable acoustic curtains and acoustic devices
- Stage production lighting systems



- Architectural lighting for areas not included in this proposal
- Incorporation of addenda into construction document record set
- Review of Contractor's as-built documents
- Production light plot(s)

**Excluded Services**

- Personnel fall protection
- Emergency lighting and exit lighting
- Alarm systems



## Fees

<u>Phase</u>	<u>Theatre Planning</u>	<u>AV Systems</u>
Concept Design / Contractor Selection .....	\$28,700.00 .....	\$20,520.00
Construction Documents .....	\$32,400.00 .....	\$9,072.00
Bidding .....	\$4,500.00 .....	\$500.00
Construction Administration .....	<u>\$47,000.00</u> .....	<u>\$13,392.00</u>
TOTAL .....	\$112,600.00 .....	\$43,484.00
Reimbursable expenses .....	approx. \$1,200.00 .....	\$800.00

Appendix A – Terms and Conditions is attached and hereby made a part of this Agreement.

This proposal is valid for 60 days following the date of submission.

Thank you for the opportunity to present this proposal. We hope you find it complete and acceptable. To authorize us to begin work, please sign and return a copy to us. We look forward to working with you on this project.

Schuler Shook

Joshua Grossman, ASTC  
Partner

ACCEPTED FOR JOLIET TOWNSHIP HIGH SCHOOL:

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SIGNATURE

DATE

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PRINTED NAME AND TITLE



## APPENDIX A

### TERMS AND CONDITIONS

We will invoice monthly in proportion to the percentage of our work completed. In addition to our fees, we will invoice for all reimbursable expenses incurred in connection with the project including the following:

- Local transportation
- Reproduction and plotting services that are NOT for Schuler Shook in-house use
- Delivery services
- Materials related to site tests and mock-ups
- All travel, lodging, and meals out of town
- Subscription and procurement costs for Architect-required project management/distribution services such as Newforma, BIM 360, PlanGrid, Bluebeam Studio, Dropbox, Box.
- Procurement and training costs for any required software packages over and above those currently owned and utilized by Schuler Shook
- Costs associated with insurance coverages over and above those currently carried by Schuler Shook, including coverage of Additional Insured parties

These direct expenses will be billed at cost multiplied by a factor of 1.10. Billing will occur on a monthly basis. An interest charge of 1.5% per month will be added to all amounts past due more than 60 days.

Where required, air travel shall be booked on the basis of the most direct fares on a major carrier offering at least two classes of travel and no trip shall require a scheduled total layover time of more than six hours. Air travel for trips within North America will be booked Standard Economy Class for all segments; air travel for trips outside of North America will be booked Business Class or better for all segments. Hotel accommodations shall be at a four-star or better business hotel. In the event that booked travel is rescheduled or cancelled, we shall be reimbursed for all resulting expenses, including re-booking charges, forfeitures, and other penalties.

Schuler Shook maintains the following insurance policies and limits:

<u>Policy</u>	<u>Per Occurrence</u>	<u>In Aggregate</u>
Professional Liability	\$2,000,000.00	\$4,000,000.00
General Liability	\$1,000,000.00	\$2,000,000.00
Automobile Liability	\$1,000,000.00	Combined single limit
Excess Liability (Umbrella)	\$7,000,000.00	\$7,000,000.00
Workers Compensation	\$500,000.00	Statutory Limit
Employers Liability	\$1,000,000.00	

If additional services are requested, or in the event of substantial revisions or changes which expand the scope or nature of the project or which result in the performance of services which are not covered in the proposal, Schuler Shook shall be compensated on an hourly basis at our rates in effect at the time the service is provided. Our hourly rates are adjusted annually.

We use contemporary documentation software with ongoing subscriptions to remain current. Our software packages include:

- Microsoft Office 365
- Autodesk AEC Collection





- Bluebeam Revu

If this project will be documented in REVIT, we will produce as much of our documentation as possible using REVIT. Some of our construction documentation may be produced using two-dimensional AutoCAD due to the limitations of REVIT for theatrical equipment design. To prepare our deliverables, we require the Client to provide us with electronic background or model files that are readily usable. If an unreasonable amount of time is required for us to condition electronic files, we will request approval for additional services to prepare our documents.

This proposal assumes that all design work and all cost reduction work is completed prior to Construction Documents phase. Architect shall be responsible for coordinating the theatre systems with other building systems such as audio/visual, HVAC, and sprinklers prior to Construction Documents phase. Once we have begun preparation of Construction Documents, should any further revisions be required, for cost reduction purposes or as a result of design changes, this work will be provided as additional services paid in addition to our base fee.

The fees herein assume that all scope areas are designed concurrently, documented concurrently and constructed concurrently. Should it be necessary to phase or stagger the process, our fees will be subject to re-negotiation accordingly.

The above fees are based on a design and construction schedule of not more than 12 months. If at any point in the design or construction period the project falls behind schedule, our fees will be subject to re-negotiation accordingly.

Drawings, specifications, and other documents prepared by Schuler Shook are instruments of our service for use solely with respect to this project. Schuler Shook shall be deemed the author and owner of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Client may retain copies of our documents for information and reference but shall not use the documents on other projects or for completion of this project by others unless Schuler Shook is in default under this Agreement, except by agreement in writing, and with appropriate compensation to Schuler Shook.

This proposal assumes that the existing architectural and electrical conditions are reasonably well described by as-built drawings that will be made available to us as the basis for our systems designs. Any investigative work that we must perform to correct the as-built drawings will be billed on an hourly basis in addition to the fees herein.

Schuler Shook shall not be responsible for the acts of omissions of Client, the architect, other consultants, owner, contractor, sub-contractors, their agents or employees, or other persons performing any of the work. If the contractor substitutes or is allowed by any entity other than Schuler Shook to substitute any equipment or component which differs from those shown on our final construction documents, the Schuler Shook accepts no responsibility for the resulting change.

We understand that this project may seek LEED® certification. Client acknowledges and understands that LEED® is subject to various and possibly contradictory interpretation. Compliance may involve factors beyond the control of Schuler Shook, including, but not limited to, the owner/users' use and operation of the completed project. Schuler Shook does not warrant or represent that the work within its scope will result in the achievement of LEED® certification points.



Client shall indemnify and hold Schuler Shook and its officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties including reasonable attorneys' fees and expenses recoverable under applicable law, but, only to the extent they are caused by the negligent acts or omissions of Client, its employees and its other consultants in the performance of professional services under this Agreement.

Schuler Shook shall indemnify and hold Client and its officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties including reasonable attorney's fees and expenses recoverable under applicable law, but, only to the extent they are caused by the negligent acts or omissions of Schuler Shook, its employees and its other consultants in the performance of professional services under this Agreement.

Client, or Client's agent, shall communicate clearly and regularly with Schuler Shook and shall notify Schuler Shook sufficiently in advance of all project deadlines. No entity shall issue any changes to, or interpretations of, Schuler Shook produced documents, nor interpretations of Contractor submittals, requests for information or change orders related to Schuler Shook's scope of work without first conferring with Schuler Shook.

To the extent permitted by law, Schuler Shook's liability under this Agreement, under indemnity or otherwise, is limited to \$1,000,000.00 in aggregate, and, in no event will Schuler Shook be liable for any consequential or indirect loss, loss of profits, loss of business or revenue, or loss or denial of opportunity.

This Agreement shall have venue in the State of Illinois.

No portion of this Agreement shall be assignable to any other party without the written mutual consent of both parties.

This Agreement may be terminated by either party if notification is provided in writing in advance of such termination. Should Schuler Shook be terminated (a) Schuler Shook shall be promptly paid for work performed and reimbursed for expenses encountered prior to the date of termination, and, (b) Schuler Shook shall not be liable for the use of its instruments of service created prior to the date of termination.

Schuler Shook will work closely with Client, owner, and architect to assist in publicizing the completed project, helping identify special theatrical features of the building to result in a positive and supportive public image. Client shall credit Schuler Shook as the Theatre Planning Consultant in all publicity related to the project. Schuler Shook shall be permitted to publicize its involvement in the project. Client shall not unreasonably withhold permission to publicize the project.

END OF APPENDIX A

# Joliet Central and West High School Auditorium Renovations

## Audio/Video Consulting Proposal

28 January 2020

### Introduction

We are pleased to submit the following proposal to Schuler Shook to provide Audio/Video (AV) consulting services for the Joliet Central High School and Joliet West High School Auditorium Renovations in Joliet, Illinois. We understand that the school district has identified a process that includes selection of installing contractors in the midst of the design process, allowing for a streamlined engineering and procurement phase. Threshold has tailored our effort to deliver sufficient documentation to communicate the design intent to prospective contractors, who will then complete the detailed design and specification of the systems and equipment for installation during the Summer of 2020.

### Assumptions

Our proposal is based on the following understanding of the project:

- Our Scope of Work will include providing AV consulting services for the following program spaces:

*We will provide only AV systems Design services for the following spaces (no acoustic services included) –*

Joliet Central High School Auditorium – full replacement of existing audio and video systems, including equipment and infrastructure

Joliet West High School Auditorium – full replacement of existing audio and video systems, including equipment and infrastructure

- The total project budget is \$1M per school (\$2M total).
- The two schools will undergo design and construction concurrently according to the schedule below.
- We have assumed system capabilities and a level of sophistication that is commonly incorporated into the spaces addressed in our scope of work.
- Project schedule:

Concept Design/Contractor Selection	2 months	February 2020 – March 2020
Construction Documents	2 months	April 2020 – May 2020
Construction Administration	3 months	June 2020 – August 2020
Commissioning	2 weeks	August 2020

- Design documentation packages and reviews of design documentation by others will be submitted at the following project milestones. Our services do not include issuance of a separate post-bid “For Construction” set during the Construction Administration phase, but this may be added as an additional service:

Concept Design/Contractor Selection	100%
Construction Documents	By AV Contractor, for Threshold review and comment

- All design meetings will be held in Chicago, Illinois.
- The procurement method will be negotiated design/build.
- Cost Control efforts included in our proposal extend to factors within the Design Team's control. Cost Consultant error, Construction material and labor cost fluctuations, and Owner changes made against the recommendations of the Design Team or made after significant design work is complete are by their nature beyond the control of the Design Team. Redesign efforts required by these and similar causes are therefore not included in our services.
- The project will be developed utilizing Building Information Modeling (BIM). Detailed reviews of the entire project will be completed using design documentation released at milestone completion points as noted above. Regular BIM updates provided to assist in design efforts will not be reviewed weekly or as posted between milestone review points. Instead, we will rely on the Architect and other Design Team members to alert us to acoustically-relevant changes in the model between the milestone reviews. We will assist in coordination of major AV Systems elements in the 3D model, but our AV Systems documentation will be provided in AutoCAD format.

### Scope of Services by Phase

Threshold Acoustics will provide the following services for this Project.

#### *Concept Design/Contractor Selection*

Our work in the Concept Design/Contractor Selection phase will include the following:

- Tour the facilities with Schuler Shook and the Owner to familiarize ourselves with the existing building, and review the expectations and aspirations for future AV performance. (Completed 14 January 2020.)
- Prepare schematic-level recommendations to meet the acoustic and AV performance requirements established for the key spaces. Computer models may be used to inform room shaping and preliminary finishes. Recommendations will include the following:
  - Conceptual AV system design information for the program spaces, including preliminary locations for AV equipment for integration into the architectural and building systems design.
  - Preliminary infrastructure requirements for the conceptual AV system design.
- Review the 100% Concept Design Documents, identifying and describing aspects of the project related to AV systems that are important to the concept design and/or that require further coordination by the Design Team.
- Provide the following deliverables to document and coordinate our design recommendations:
  - AV Scope Document, including a narrative description of the AV systems scope, infrastructure requirements, and a preliminary list of major equipment to serve as a basis of design.
  - AV System drawings as necessary to provide sufficient detail for contractor. Drawings may include device locations, details, and other diagrams as necessary to communicate design intent.
  - Preliminary specification language (either partial or complete sections as required) for AV-specific products, contractor responsibilities, and construction techniques.
- Assist in identifying a qualified contractor to complete the engineering and specification of the AV systems as laid out in the documents provided.

- The prospective contractor will review and respond to the documents prepared by Threshold and the Design Team.
- Threshold will provide clarifications and further information when required.
- The contractor will provide a proposal to the school and Guaranteed Maximum Price based on the design information provided by Threshold.
- Assist in developing cost reduction approaches, if required, and assess the implications of potential scope changes on the ability of the project to meet the established AV criteria. A single cost reduction exercise is included in this phase.

### *Construction Documents*

Our work in the Construction Documents phase will include the following:

- Attend meetings with the Design Team, AV Contractor, and the Owner to coordinate the documentation of AV design recommendations. A total of two meetings are anticipated in this phase of work.
- Assist the MEPF engineers in finalizing their detailing related to the acoustic and AV requirements.
- Review progress documents prepared by the AV contractor and provide input related to the AV requirements and design intent.
- Review full sets of drawings and specifications prepared by the full Design Team at the project milestones identified in the Assumptions of this proposal to assist in final coordination of AV systems elements.

### *Construction Administration*

Our work in the Construction Administration phase will include the following:

- Conduct on-site observations of the in-progress construction related to AV infrastructure and equipment installation and meet with the Design Team and Contractors on site to review any construction issues that require coordination. Issue a Field Report for each site visit. A total of 1 progress site visit is anticipated in this phase of work.
- Review submittals and RFIs concerning AV systems.
- Following substantial completion, provide a checkout of the facility for preparation of a punchlist related to AV systems. This visit is in addition to the progress observation visit noted above.

### *Commissioning*

Our work in the Commissioning phase will include the following:

- Review the AV performance of the facility with Owner's administrative and/or technical staff:
  - Tour the facility to review and demonstrate elements of the building that are incorporated specifically for AV purposes.
  - After preliminary system tuning by the AV installation contractor, conduct final system tuning of AV systems, establish basic system settings for various types of events, and review Owner's Manuals and close out documentation provided by the AV subcontractors.
  - Detailed training in the operation of AV systems will be the responsibility of the Contractors.

THIS AREA INTENTIONALLY BLACKED OUT

### *Additional Services*

Services beyond those identified in the Scope of Services may be added for additional fee. The following are examples of Additional Services:

- Acoustics consulting services
- Design of sound masking systems
- Documentation in support of LEED certification in a format ready for submission to USGBC
- Measurement and documentation of site noise and ground-borne vibration.
- Verification testing of the acoustic performance of all program spaces in addition to the “spot check” testing identified in the Scope of Services.
- Formal presentation of acoustic computer modeling analyses, including auralizations.
- Construction and testing of physical models or mockups.
- Meetings and site visits in excess of those enumerated in the Scope of Services.
- Work required due to substantive changes to the project design schedule.
- Work required due to substantive changes to the construction procurement process.
- Review proposed cost-savings alternatives proposed by the contractor and comment on their effect on the acoustic and AV performance of the building



- Redesign of AV Systems after bid due to changes proposed by the installing contractor.
- Cost reduction exercises beyond those described in the design phases above.
- Work required to meet the Terms and Conditions of a contract form other than presented in this proposal.
- Other additional work required due to substantive changes in project scope increases beyond the assumptions described at the opening of this proposal.
- Post occupancy services regarding acoustics and AV systems.

Additional services may be provided on a negotiated fixed fee basis or may be provided at the following hourly rates (subject to reasonable annual escalation):

Partners	\$250.
Principal Consultants	\$200.
Senior Consultants	\$175.
Consultants	\$125-150.
Technical Staff	\$100-125.

## Joliet Central and West High School Auditorium Renovations

### Approval

28 January 2020

By signing below Schuler Shook ("The Client") agrees to retain Threshold Acoustics LLC ("The Consultant") and the Consultant agrees to provide consulting services for Joliet Central and West High School Auditorium Renovations as described in this proposal.

This proposal in its entirety, including the attached Terms & Conditions ("Exhibit A"), may form the complete Agreement between the Client and Consultant. Should other Agreements be in place that would supercede the terms of this Agreement (i.e. an AIA Standard Contract), any discrepancies should be identified prior to the start of work on the project, particularly if such modifications require adjustment to our fee and expense assumptions.

CLIENT:

Signature: \_\_\_\_\_

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

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

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

Organization: Schuler Shook  
750 N. Orleans, Suite 400  
Chicago, Illinois 60654

CONSULTANT:

Signature: \_\_\_\_\_

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

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

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

Organization: Threshold Acoustics LLC  
141 W. Jackson Boulevard, Suite 2080  
Chicago, Illinois 60604



# Joliet Central and West High School Auditorium Renovations

## Exhibit 'A': Terms and Conditions

28 January 2020

### 1. Services

Consultant shall devote such amount of time as shall reasonably be necessary to perform the Services under this Agreement. Consultant shall perform such Services with the degree of skill, care and diligence shown by a professional performing services of a comparable scope, purpose and magnitude customarily provided in the performance of like Services.

### 2. Invoicing/Payment

Consultant, if applicable, shall submit invoices to Client for its Services and Reimbursable Expenses from time to time. All invoice amounts shall be due within thirty (30) days after the date of the invoice. All late payments hereunder shall bear interest at the rate of one and one-half percent (1.5%) per month from the date due until paid. Any fees incurred by the Consultant in the collection of delayed payments will be considered any additional reimbursable expense and are due under the terms of this contract.

### 3. Termination or Suspension

This contract is considered to be in effect from the time that the Consultant begins work until the contract is ended by completion of work or termination. The Consultant is not responsible for any damages or claims due to suspension or termination of this contract:

- (a) Either party may terminate this contract for any or no reason with a prior notice of seven days. If the Client is subject to a master agreement that is terminated, the Client will notify the Consultant within 1 business day. Payments will be due to the Consultant for services rendered up to the time of the notification of termination.
- (b) The Client may suspend this agreement with a prior notice of seven days. For the suspension to be valid (i.e. the contract is resumed under the original terms upon restart) it is required that all project design and/or construction activity is also suspended. Events commonly considered force majeure will result in immediate suspension. Payments will be due to the Consultant for services rendered up to the time of the notification of suspension.
- (c) The Consultant may suspend this agreement with a prior notice of seven days due to non-payment by the Client more than 90 days past the original issue day of any invoice. Payments will be due to the Consultant for services rendered up to the time of the notification of suspension.
- (d) The contract will terminate naturally when the Consultant has completed the scope of services and has issued the final invoice for the project. There is no expressed or implied warranty period.

### 4. Force Majeure

Consultant shall not be liable for any default or delay in the performance of its obligations under this agreement which is caused by fire, flood, earthquake, elements of nature or acts of God, riots, war, terrorism, civil disorders, or any other similar cause beyond the reasonable control of Consultant.

### 5. No Joint Venture; Independent Contractor

The parties hereto intend by this Agreement solely to effect the appointment of Consultant as an independent contractor. No other relationship is intended to be created between the parties hereto. Nothing in this Agreement shall be construed as giving any party any rights in or ownership of the other party.

## 6. Intellectual Property

All software, documentation, stage designs, drawings, building and room designs or any other acoustical designs or documentation and other products and inventions, as well as papers, records and other materials prepared or produced by Consultant under this Agreement (collectively, the "Developments") shall be considered the exclusive and sole property of Consultant. Notwithstanding the foregoing, Consultant hereby grants to Client an irrevocable, paid-up, royalty-free, worldwide, license to use any such Developments for this project only, free and clear of any liens, claims or other encumbrances.

## 7. Disclaimer/Limitation of Liability

- (a) Except as otherwise expressly provided in this agreement, consultant disclaims any and all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose and warranties of non-infringement. Neither party shall have liability to the other for any special, consequential, exemplary, incidental or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use) arising out of or in connection herewith, even if advised of the possibility thereof. Neither party shall bring any claim arising hereunder more than twelve (12) months after such claim accrues. In any event consultant's liability to client shall not exceed the fees paid to consultant by client under this agreement.
- (b) Client acknowledges and understands that: (1) company is not licensed as an architectural firm in Illinois or any other state; and (2) company is only providing consulting services with respect to improving sound and acoustical quality. Company does not in any way warrant or represent any of company's advice, designs, work or other services comply with any architectural building requirements, codes, laws or otherwise, and company hereby disclaims any and all warranties or representations with respect thereto. Client waives any and all claims against company relating to architectural design or otherwise including, without limitation, professional negligence.

## 8. Indemnification

Client shall indemnify, defend and hold harmless Consultant from any and all claims, damages and/or losses (including attorneys' fees) arising from or in connection with Client's breach of any term, representation or covenant contained in this Agreement.

## 9. Prevailing Parties

In the event of a dispute or controversy pertaining to any subject matter of this Agreement, the prevailing party shall be entitled to recover all costs of enforcement or collection including, without limitation, reasonable attorneys' fees and costs.

## 10. Dispute Resolution

- (a) In the event of a dispute or controversy pertaining to any subject matter of this Agreement, the prevailing party shall be entitled to recover all costs of enforcement or collection including, without limitation, reasonable attorneys' fees and costs.
- (b) The Client agrees to bring any claims against the Consultant corporate entity, not any individual owners or employees of the Consultant firm.
- (c) In the event of a dispute between the Consultant and the Client and/or other involved parties regarding this Project, the process of mediation will be undertaken to resolve such disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Demands for mediation initiated by the Consultant or the Client will be made within one calendar year of the termination, if terminated, or the substantial completion of the Project. The dispute resolution will occur in the general vicinity of the Project or, alternatively, another location if mutually agreed upon by all involved parties.

## 11. Miscellaneous

- (a) This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be effected, except by an instrument in writing executed by or on behalf of the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought. No waiver of any provisions shall be valid unless in writing and signed by the waiving party.
- (b) If any provisions of this Agreement (or portions thereof) shall, for any reason, be invalid or unenforceable, such provisions (or portions thereof) shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining provisions of this Agreement (or portions thereof) shall nevertheless be valid, enforceable and of full force and effect.
- (c) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.
- (d) The Client may assign a third party to act as their representative in managing this project. Any directive from the Client's representative will be considered a directive from the Client.
- (e) The Consultant will include the Client in any communication with other members of the design team or ownership/end user organizations. The Client will not restrict communication between the Consultant and any member of the design team or ownership/end user organizations.
- (f) The Client is responsible for ensuring that the Consultant's recommendations are disseminated and reviewed by other members of the design team who are under contract to the Client. The Consultant is not responsible for any redesign efforts or reduction in quality of the project due to a lack of timely review of acoustics or AV recommendations by others on the design team.
- (g) The Consultant will rely on the accuracy of any information provided by the Client or by other professionals employed by the Client, and will not conduct any quality control review of this information.
- (h) The Consultant will not be restricted from publicizing their role in the project except where limited by mutually-signed written confidentiality agreements. The Consultant will credit the Client when publicizing their work.

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