

DATE: December 1, 2025

MEMO TO: Sara Knizhnik, Chair
Operations Committee

FROM: Daniel E. Stearns
Director of Facilities

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract for Structural and Electrical Engineering Design Services for solar adoption in six existing buildings to Farnsworth Group, Inc. in the Contract Price of \$89,700.00.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: This project was approved as part of the adopted FY 2025 Budget in the amount of \$250,000.00. The total contract cost of up to \$89,700.00 will be charged to the Capital Fund, account 35504100-803200-68004.

BACKGROUND: In March 2025, the Board approved a new 10-year Capital Improvement Plan that incorporated the funding approved by the successful 2024 referendum and included a new project to pursue District-wide Solar and Energy Efficiency Opportunities. In June 2025, the Board approved Budget Policies that include a Capital Improvement Policy stating that: “All new major facilities, and when practicable renovated facilities shall achieve net-zero energy performance, producing as much energy as they use over the course of the year.” Consequently, staff has solicited a proposal for professional engineering services to analyze the opportunity to retrofit six “forever” buildings with solar photovoltaic (PV) systems and prepare designs accordingly that can be advertised for bids to furnish and install such PV systems. The six buildings include the Greenbelt Maintenance Shop, Half Day Maintenance Shop, Independence Grove Maintenance Shop, Old School Maintenance Shop, Ryerson Maintenance Shop, and Van Patten Woods Maintenance Shop.

The scope of professional services will include:

1. Analysis of existing interconnection, structural and electrical design including review by an Illinois licensed structural engineer.
2. Structural and electrical engineering design for proposed arrays and electrical engineering design for one electrical vehicle (EV) charging station at each building.

The project timeline will be 12 weeks from Notice to Proceed. Upon approval, work would commence in December 2025.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Purchasing Manager, Manager of Board Operations, and Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR DECEMBER MEETING
DECEMBER 10, 2025**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** present herewith “A Resolution Awarding a Contract to Farnsworth Group, Inc. for Structural and Electrical Engineering Design Services for Solar Adoption,” and requests its approval.

OPERATIONS COMMITTEE:

Date: _____ Roll Call Vote: Ayes: ____ Nays: _____
 Voice Vote Majority Ayes; Nays: _____

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT TO FARNSWORTH GROUP, INC.
FOR STRUCTURAL AND ELECTRICAL ENGINEERING DESIGN SERVICES
FOR SOLAR ADOPTION**

WHEREAS, Lake County Forest Preserve District (the "District") desires to retain a firm to provide structural and electrical engineering services for six buildings (the "Services"); and

WHEREAS, the Director of Facilities has determined that the Services require personal confidence; and

WHEREAS, the Director of Facilities has solicited a proposal for the Services from Farnsworth Group, Inc.; and

WHEREAS, the District's staff, the Director of Facilities, and the Operations Committee have reviewed the proposal and recommend that the Board of Commissioners (i) finds that the proposal submitted by Farnsworth Group, Inc. is the proposal that is most advantageous to the District; and (ii) awards a contract for the Services to Farnsworth Group, Inc. (the "Contract") in the amount of \$89,700.00 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Farnsworth Group, Inc., is the proposal that is most advantageous to the District, and that the Contract Price is fair and reasonable; and

WHEREAS, the District has a satisfactory relationship with Farnsworth Group, Inc. for engineering services;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Award of Contract. A Contract for the Services in the amount of the Contract Price in substantially the form attached hereto is hereby awarded to Farnsworth Group, Inc.

Section 3: Execution of Contract. The Executive Director of the District is hereby authorized and directed to approve the final form of the Contract and execute the Contract for the Services in the amount of the Contract Price.

Section 4: Payments. The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2025

AYES:

NAYS:

APPROVED this _____ day of _____, 2025

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



PROJECT SERVICES AGREEMENT

Solar Adoption Services

Lake County Forest Preserves

November 6, 2025

November 6, 2025

Patrick Bovill
Superintendent – Construction & Building Trades
1899 W Winchester Rd
Libertyville, IL 60048

RE: Project Services Agreement for Lake County Forest Preserves

Dear Patrick:

Farnsworth Group, Inc. (“Farnsworth Group”) is pleased to present this Project Services Agreement (“Agreement”) to Lake County Forest Preserves (“Client”) to provide structural and electrical engineering design services for the Lake County Forest Preserves located in Libertyville, Illinois. We have prepared this Agreement to match the scope of the work as we understand it, identified as follows:

Phase 1:

- Task 1 – Interconnection Support
- Task 2 – Structural Site Visits

Phase 2:

- Task 3 – Structural Assessment, Reporting, and Recommendations
- Task 4 – Electrical Site Visits

Phase 3:

- Task 5 – Electrical Design

Please let me know if there are any questions regarding the scope as we have outlined above. The following pages provide more specific details regarding the scope of work, project approach, project team, etc. Please indicate your acceptance of this Agreement, including the attached Schedule of Charges and General Conditions, by signing and returning one copy for our records. We appreciate your consideration and look forward to collaborating with you on this project.

Sincerely,

FARNSWORTH GROUP, INC.

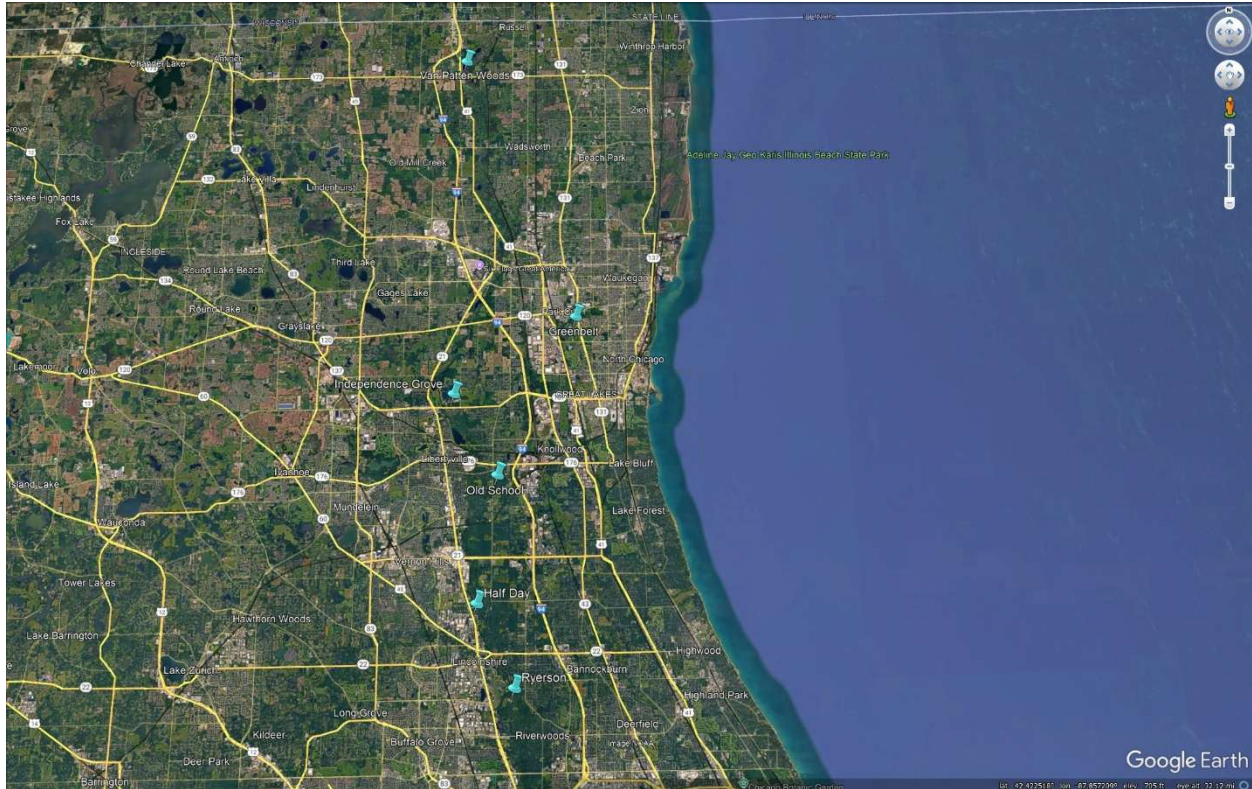


David L. Gatchel
Sr. Professional Manager

PROJECT OVERVIEW /

Our understanding of the project is based on telephone and email communication between Farnsworth Group and Lake County Forest Preserves ongoing since June 6, 2025. From our understanding there are a total of six (6) buildings in the scope as seen in Figure 1, which require the services as follows:

1. Analysis of existing structural and electrical design, including support on securing interconnection agreements with utility companies as needed. If construction drawings are not available or do not provide necessary information, site visits may be required.
2. Structural and electrical engineering design for the proposed arrays, and electrical engineering design.



SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

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

Phase 1:

Task 1: Interconnection Support

Farnsworth Group will support coordination with the local electric utility to communicate design intentions for the PV systems to be implemented. Equipment specifications, conduit sizing and routing, and service panel sizing and location will be established through this communication to maximize efficiency through the design and installation processes. Lake County Forest Preserves will provide as-built drawings (if available) and 1-year electrical utility bills for each site (or

complete metering of the of the existing service and panels), which will be evaluated to determine each building's capacity to integrate new PV installations. In service of this communication, the following exhibits will be prepared:

- Preliminary Electrical One-line diagram
- Electrical equipment detail sheets (to be provided by others)
- Preliminary layout plans as required.

Task 2: Structural Site Visits

Based on conversations with Lake County Forest Preserves, it is assumed that construction documents are not available or lack the required information for sufficient structural analysis on at least three (3) of the buildings identified. A structural engineer will conduct a site visit for each of the buildings that lacks the necessary as-built information to observe and document existing structural conditions. Due to the low effort required to inspect additional locations and without construction documentation to review beforehand, we propose an inspection of all six (6) buildings to ensure that all the required data is collected prior to engaging in assessment.

Phase 2:

Task 3: Structural Assessment, Reporting, and Recommendations

Farnsworth Group will provide structural analysis, recommendations, and engineering design for each of the six (6) buildings identified. For each site, reviews of existing as-built drawings (if provided), equipment cutsheets, proposed project layouts, and proposed PV panel installation details will be conducted. Based on the findings of these reviews and with information gathered in Task 2, signed and sealed letters from an Illinois licensed structural engineer will be provided stating whether the existing roofs of each building have sufficient capacity to support the proposed PV systems. This effort budgets time for one (1) kick-off tele-conference call and up to two (2) tele-conference calls at the end of each review period for redline discussion relevant for the next phase. These calls are to be attended by a qualified structural engineer. Additional provisions associated with this task are as follows:

- New housekeeping pad details and misc. slab repair/modification details for small floor penetrations as project requires
- Equipment anchorage design for new electrical equipment
- Typical wall anchorage support details for cable tray
- Design and typical details for new wall openings for conduit and duct penetrations

Task 4: Electrical Site Visits

Similar to Task 2, it is understood based on conversation with Lake County Forest Preserves that electrical information is either not available or lacking for at least some of the buildings identified. A site visit by a qualified electrical engineer is proposed to gather necessary information on the existing electrical systems at each of the buildings where this is the case. As the additional effort to inspect all project buildings rather than a subset does not impact the fee in this proposal, we propose performing an inspection at all six (6) buildings. Please note that while this task is provided in Phase 2, it may be beneficial to perform these visits during Phase 1 to efficiently collect existing information to aid the interconnection efforts described in Task 1.

Phase 3:

Task 5: Electrical Design

Farnsworth Group will provide electrical analysis and engineering design for each of the six (6) buildings identified. In support of this, the following services will be provided:

- Distribution system engineering
- Feeder sizing
- Panel sizing and scheduling
- Branch circuit design
- Power design and coordination for conduits as necessary

This effort budgets time for one (1) kick-off tele-conference call and up to two (2) half-hour tele-conference calls at the end of each review period for redline discussion for the final Issued for Construction deliverable. These calls are to be attended by a qualified electrical engineer.

DELIVERABLES

1. 70% Construction Documents:
 - a. Progress Electrical Drawings (PDF format)
 - b. Structural roof analysis letter
 - c. Sheet Specifications
2. 99% Construction Documents:
 - a. Complete Electrical Drawings (PDF format)
 - b. Completed Sheet Specifications
3. Code review comment response:
 - a. Respond to Code reviewer comments
4. 100% Construction Documents:
 - a. All code review comments addressed and incorporated
 - b. Digitally-Stamped Bid Set Drawings (PDF format)
5. Bidding Support and Contract Administration:
 - a. Addenda questions
 - b. Submittal review – Limited to specialty items
 - c. Request for Information review and response

BIM STRATEGY

The design team will produce a coordinated design package to capture the listed scope of work. The extent to which AutoCAD or 3D BIM software will be used is described in the BIM strategy as follows:

- A. BIM Software

1. Revit 2025; AutoCAD 2025
- B. BIM Deliverables
 1. Deliverables by phase
 - a. 70%, 99% - PDF's
 - b. 100% Construction Documents - PDF's and CAD drawings
- C. Farnsworth Group BIM Standards to be used.

All other existing components and systems will not be modeled.

PROFESSIONAL FEES /

Farnsworth Group proposes providing the services described for a fixed fee of **\$89,700**. Additional details regarding payment terms and related policies are included in the attached General Conditions.

TASK AND FEES	
TASK	Fee (Lump Sum)
PHASE 1	
TASK 1: INTERCONNECTION SUPPORT	\$8,000
TASK 2: STRUCTURAL SITE VISITS	\$4,500
PHASE 1 SUBTOTAL	\$12,500
PHASE 2	
TASK 3: STRUCTURAL ASSESSMENT, REPORT, AND RECOMMENDATIONS	\$29,400
TASK 4: ELECTRICAL SITE VISITS	\$5,200
PHASE 2 SUBTOTAL	\$34,600
PHASE 3	
TASK 5: ELECTRICAL DESIGN	\$21,600
PHASE 3 SUBTOTAL	\$21,600
REIMBURSIBLES*	\$1,000
OWNER-DIRECTED ALLOWANCES**	\$20,000
TOTAL	\$89,700

* To cover reimbursable expenses incurred throughout the course of the project.

** Allocated for use at the owner's discretion for additional services, enhancements, or contingencies.

PROJECT TIMELINE /

We propose a general timeline for the project to be as follows, assuming Notice to Proceed (NTP) is provided prior to December 31, 2025:

- External Kickoff – Within 1 week of NTP
- 70% Design Review - 6 weeks from completion of interconnection agreement
- 99% Design Review - 10 weeks from interconnection agreement
- 100% Issued for Permit - 2 weeks from 99% Design Review feedback

EXCLUSIONS /

The following services are excluded from this proposal.

1. Revisions caused by Client, Authority Having Jurisdiction (AHJ), other governmental review agencies, or any other entity after delivery of 100% construction documents.
2. If the analysis concludes that the existing roof structure cannot support the proposed solar panels, this scope does not include design of roof strengthening or other modifications to the roof or building shell to allow for solar panel installation.
3. Analysis of the existing building's lateral force-resisting systems.
4. Detailed design drawings or sealed construction documents for the solar array at the roof are not anticipated and are not included. Farnsworth Group will review the solar vendor's layout drawings, installation details, and proposed methods of attachment for compatibility of system with project design criteria and existing roof framing, but no construction details are anticipated to be generated by Farnsworth Group for solar array support framing, solar array attachment to roof, or roof strengthening. This design work can be provided as a separate proposal.
5. Strengthening existing floor, wall, or roof framing elements.
6. Architectural roof/wall flashing, sealant, and water management detailing at penetrations.
7. Energy modeling.
8. Modeling to determine breaker trip settings and arc flash analysis is not included but available upon request as a separate proposal.
9. No access control system design
10. "As Installed" or "As Constructed" documents.
11. Permitting services.

ASSUMPTIONS AND CLARIFICATIONS /

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

A. General

1. Additional meetings, site visits, or travel beyond what is outlined in this proposal may be requested on an hourly basis.
2. The following codes and standards apply to this project:
 - a. International Building Code 2018

- b. International Existing Building Code 2018
 - c. National Electrical Code - 2017 Edition
 3. Significant delays in the start date may require reassessing necessary services, schedule, and fees.
 4. Readily available access to the project sites will be provided as needed.
- B. Structural
 1. No building structure modifications (other than small utility penetrations) related to the new work installations.
 2. Design of typical gravity supports and lateral restraint/bracing for the rooftop solar array is assumed to be provided by the PV system vendor as a delegated design item.
 3. New solar array will not trigger IEBC analysis requirements due to a >10% impact to any lateral force resisting system component. Only local gravity framing support and analysis are included.
- C. Electrical
 1. Drawings shall be provided in PDF format for submittals and in AutoCAD or Revit format upon completion of the work.
 2. Farnsworth Group may use their internal CAD Standards to complete the drawings.
 3. Submittal reviews during construction shall be limited to only specialty equipment.
 4. Design of the new service or upgrade is not included
 5. Assumed that customer has up-to-date panel schedules and record drawings.
 6. Assumed that metering of the existing service and panels will be done by Client if required.
 7. Assumed that client will assign circuits based on load requirements from engineer. Engineers will then update one-line and panel schedules for client use.

CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by the Client or others for each site to allow Farnsworth Group to complete the scope of services outlined above.

- 1-year electrical utility bills for each site to verify the existing load or complete metering of the existing service and panels
- As built drawings (as available)
- Layout of proposed solar array (Farnsworth Group to provide guidance)
- Selected vendor system installation details

AGREEMENT /

FARNSWORTH GROUP, INC.

LAKE COUNTY FOREST PRESERVES



Signature

Signature

David L. Gatchel

Typed Name

Typed Name

Sr. Professional Manager

Title

Title

11/6/2025

Date

Date

Date: November 6, 2025
Client: Lake County Forest Preserves
Project: P2501213.001 LCFP Solar Adoption Services

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.

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: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

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.

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.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes 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. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

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

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

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

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

Lake County Forest Preserves
Attn: Patrick Bovill
21950 Riverwoods Rd
Riverwoods, IL 60015
E-mail: pbovill@lcfpd.org

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Michael Redington
2709 McGraw Drive
Bloomington, IL 61704

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

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

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

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

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

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

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

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and / or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and / or any subconsultant shall be deemed the authors and Clients of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

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

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document

prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

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

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

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

Electronic Files Transfer.

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

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

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

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

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

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

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

complete model of the building.

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

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

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

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, 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 represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and / or submittals and approve them in these respects before submitting them to Farnsworth Group and / or any subconsultant.

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

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

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

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure

for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and / or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

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

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

AGGREGATE LIMITATION OF LIABILITY: 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, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT THE TOTAL LIABILITY OF FARNSWORTH GROUP TO CLIENT AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT, FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY FARNSWORTH GROUP SHALL BE LIMITED IN THE ACCUMULATIVE AGGREGATE TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THIS 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 INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE

LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

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

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

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

Consultant Disclosure Statement

Each **Consultant** (bold/italicized words are defined in Section II below) proposing to perform **Covered Services** for the Lake County Forest Preserve District (the “District”) is required, by the District’s Purchasing Policy, to complete this form and make disclosures (i) on its behalf, unless it is a **Publicly Traded Consultant**, (ii) on behalf of its **Disclosure-Covered Owners**, unless it is a **Publicly Traded Consultant**, and (iii) on behalf of its **Disclosure-Covered Employees**, even if it is a **Publicly Traded Consultant**. If **Consultant** is a **Publicly Traded Consultant**, please complete Sections I, III, and V. If **Consultant** is not a **Publicly Traded Consultant**, please complete Sections I, IV, and V.

I. Identification of Consultant and Related Parties

Consultant Name:	Farnsworth Group, Inc.
Consultant Address:	1011 Warrenville Road, Suite 375 Lisle, IL 60532
Person Certifying Statement for Consultant ; including Phone # and Email Address:	Abram Jorgenson 303.407.6706 ajorgenson@f-w.com
Covered Services :	Electrical and structural engineering services.
Names of Disclosure-Covered Employees (if none, please insert “N/A”)	N/A

II. Defined Terms

- a) “**Campaign Contribution**” is defined in Section 9-1.4 of the Illinois Election Code, 10 ILCS 5/9-1.4.
- b) “**Candidate Political Committee**” is defined in Section 9-1.8(b) of the Illinois Election Code, 10 ILCS 5/9-1.8(b).
- c) “**Consultant**” is a person or entity that submits a proposal to enter into a contract with the District, or a proposal for a change order to such a contract, that calls for the person or entity to perform Covered Services for the District.
- d) “**Covered Services**” are the “**Covered Services**” identified above by District staff, which have an expected price greater than \$30,000.00, taking into account the original contract price for the **Covered Services** plus the prices of all change orders to such original contract.
- e) “**Disclosure-Covered Owner**” is (i) a natural person who is a **Consultant** or (ii) a person or entity that, directly or indirectly (including without limitation ownership through a corporation, limited liability company, joint venture, or partnership) owns at least 7.5% of a **Consultant** that is not a **Publicly Traded Consultant**.
- f) “**Disclosure-Covered Employee**” is (i) a natural person who is a **Consultant** or (ii) a **Consultant** employee or independent contractor who will receive a direct financial benefit (including without limitation a commission, bonus, or salary increase) if the District awards the proposed contract or change order to the **Consultant**.
- g) “**Family Member**” is a person related as a parent; child; sibling; uncle or aunt; great aunt or great uncle; first cousin; nephew or niece; spouse or civil union partner; grandparent; grandchild; parent-in-law, child-in-law, sibling-in-law, or grandparent-in-law, whether that in-law relationship is created by marriage or civil union; stepparent; stepchild; stepsibling; half sibling; and fiancé or fiancée.
- h) “**Publicly Traded Consultant**” is a **Consultant** whose common stock is traded on a nationally recognized securities market.

III. Required Disclosures for Publicly Traded Consultant:

- a) **Securities Market:** Please identify the nationally recognized securities market on which **Consultant's** common stock is traded and identify the stock "ticker" symbol under which the **Consultant** is traded:

Exchange: N/A ; Symbol: _____.

- b) **Campaign Contribution Disclosure:** Please disclose each **Campaign Contribution** made by your **Disclosure- Covered Employees** to the following persons/entities within the two (2) years preceding the date on which the **Consultant's** proposal for **Covered Services** was submitted to the District:

- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both; or
- ii. a **Candidate Political Committee** of a Lake County Board member.

Donor/ Disclosure-Covered Employee	Recipient of Donation	Donation Type (e.g., cash, in-kind service,)	Amount of Donation	Date of Donation
N/A				

- c) **Familial Relationship Disclosure:** Please disclose each **Family Member** of your **Disclosure-Covered Employees** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure- Covered Employee to Family Member
N/A			

IV. Required Disclosures for Consultants that are Not Publicly Traded Consultants:

- a) **Campaign Contribution Disclosure:** Please disclose each **Campaign Contribution** made by your **Disclosure- Covered Owners** or **Disclosure-Covered Employees** to the following persons/entities within the two (2) years preceding the date on which the **Consultant's** proposal for **Covered Services** was submitted:
- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both; or
 - ii. a **Candidate Political Committee** of a Lake County Board member.

Donor/ Disclosure-Covered Owner or Disclosure-Covered Employee	Recipient	Description (cash, item, in-kind service, etc.)	Amount/ Value	Date Made
N/A				

- b) **Familial Relationship Disclosure:** Please disclose each **Family Member** of a **Disclosure-Covered Owner** or **Disclosure-Covered Employee** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Owner or Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure-Covered Owner or Disclosure-Covered Employee to Family Member
N/A			

V. Consultant Certification and Signature:

By signing below, I certify that (i) I am authorized to make the disclosures above on behalf of **Consultant, Consultant's Disclosure-Covered Owners**, and **Consultant's Disclosure-Covered Employees**, (ii) I have read and understand this Consultant Disclosure Statement, (iii) the above disclosures are accurate and complete, to the best of my knowledge after making reasonable inquiry, and (iv) my signature below, if electronic, is intended to authenticate this writing and to have the same force and effect as a manual signature.

Abram Jorgenson  Digitally signed by Abram Jorgenson
DN: C=US, E=ajorgenson@fw.com,
O=Fleming Group, Inc., CN=Abram Jorgenson
Date: 2025.09.15 12:49:52-06'00'

Name

9.15.25

Date