

subcontractors will be solely and completely responsible for all construction activities, working conditions on the job site, including safety of all persons and property during the performance of the work, compliance with OSHA regulations, and quality of the work. Any monitoring of the contractor's performance conducted by JDG personnel is not intended to include review of the adequacy of the contractor's safety measures, in on, or near the construction site.

It is further understood that field services provided by JDG personnel will not relieve the contractor and any subcontractors of responsibilities for performing the work in accordance with applicable laws and regulations and in accordance with the Contract Documents.

Should the CLIENT not execute an agreement with JDG to provide construction phase engineering services, then the CLIENT agrees to indemnify and hold JDG harmless against any claims, liability and responsibility for construction problems or problems arising after construction is complete attributed to construction and the Contractor's performance, and failure of the contractor to follow the design intent and construct the project in accordance with the Contract Documents.

8. **STANDARD OF CARE** – JDG's services will be performed in accordance with generally accepted practices of professional engineers providing similar services at the same time, in the same locale, and under like circumstances. The CLIENT agrees that services provided will be rendered without any other warranty, expressed or implied.
9. **INSURANCES** – JDG maintains Worker's Compensation Insurance. JDG will furnish certification upon written request. The CLIENT agrees that JDG will not be liable or responsible to the CLIENT for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
10. **PROFESSIONAL LIABILITY** – The CLIENT agree to limit liability and require a like limitation from any construction contractor or subcontractor who performs work for which JDG has provided reports, plans, and specification, in an amount of \$50,000 or JDG's fee, whichever is smaller.
11. **SUSPENSION OF SERVICES** – This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. The CLIENT shall remain fully liable for and shall promptly pay JDG the full amount for all services rendered by JDG up to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of putting documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, and all other related and charges directly attributable to suspension.

If payment of invoices by the CLIENT is not maintained on a thirty (30) day current basis, JDG may, by providing a ten (10) day written notice to the CLIENT, suspend further services until payments are restored to a current basis. In the event JDG engages counsel to enforce overdue payments, the CLIENT shall reimburse JDG for all reasonable attorney's fees and court costs related to enforcement of overdue payments. The CLIENT shall indemnify and save harmless JDG from any claim or liability resulting from suspension of services due to client's non-current payments.

12. **INDEMNIFICATION** – The CLIENT shall defend, indemnify, and hold harmless JDG and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) and consequential damages arising out of or resulting from the performance of the services, provided that any such claims, damages, losses or expenses are caused in whole or in part by the negligent act or omission and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except JDG) or anyone for whose acts any of them may be liable.
13. **OUTSIDE CONSULTANTS** – On occasion, JDG engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used. The cost of other consultants will be billed at cost plus a 15% administration charge.
14. **LITIGATION** – It is understood that unless expressly implied, the services outlined in this Agreement do not include the cost of professional services provided for any legal action or suit. Fees for court preparation, depositions, pretrial conference and in court non-testimony time will be billed at two (2) times the normal billing rate. Fees for in-court testimony will be billed at three (3) times the normal billing rate.
15. **APPLICABLE LAW** – Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of JDG.
16. **OPINION OF PROBABLE CONSTRUCTION COSTS** – JDG's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. JDG cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.
17. **VALIDITY** – Should any one or more of the terms and conditions stated herein be deemed unenforceable or invalid, either in whole or in part, by judgment or court order, that shall not affect the remaining terms and conditions or parts thereof and they shall remain full force and effect.
18. **SCHEDULE** – If in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of JDG, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of JDG's services shall be adjusted equitably.

Jaredian Design Group, LLC, cannot be held responsible for delays in rendering services caused by issues beyond Jaredian Design Group's control.

