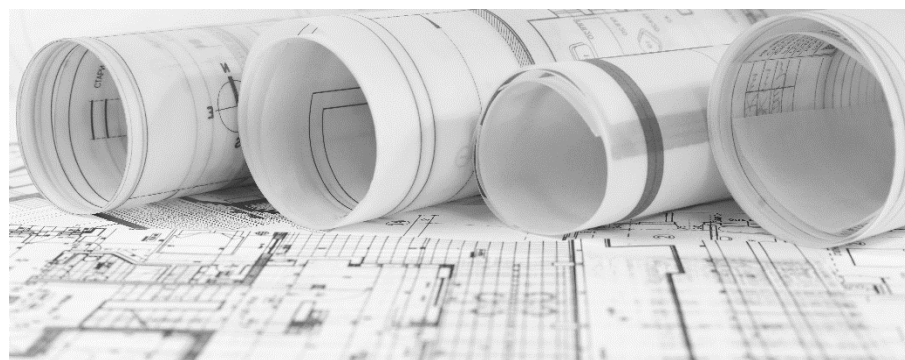


Commissioning Proposal

Aspen Group – Sommet Blanc | 2022-08-10



Bernhard

August 10th, 2022

Recipient Name

Mark Hubler
Sr Project Manager

Aspen Group USA

Aspen Group USA – Sommet Blanc – Cx Proposal

Mark,

Thank you for the opportunity to bid on the Sommet Blanc Project at Deer Valley.

Engaging a Commissioning agent early in the process ensures that the systems, equipment, and building delivered meets your expectations without compromising quality. It is difficult to accurately predict the savings benefits of an experienced Commissioning team on every project. The value of Commissioning is not necessarily derived from any up-front savings, but the value in minimizing the amount of change orders during the construction process and ultimately having a dependable facility delivered with minimal call-back issues. The objective of a Commissioning agent is in identifying potential problems as early as possible rather than later, when they are more costly to address.

A Commissioning provider ultimately ensures that the facility and systems operate safely, reliably, and efficiently resulting in a healthy environment for all building occupants. This is done by delivering valuable input at all stages of the design-construction process by holding contractors to the engineering standards in the construction documents; also ensuring that facility and operations staff have the proper training to ensure the systems delivered are maintained to maximize equipment life and efficiency.

We employ detail-orientated Commissioning agents with technical expertise and experience in the industry to lend reliable expertise to the owner and project teams. You can rely on our expertise to help ensure that the environment experienced by owners and occupants is safe, comfortable, reliable, proficient, and as cost-effective as its systems will allow.

In the attached documentation we have broken out the scope and work associated in each phase of the project schedule to demonstrate how Bernhard will remain engaged throughout the process. Please feel free to reach out if you have any questions or need clarification regarding this proposal.

Sincerely,



Vince van Oostenbrugge, CCP

Bernhard, LLC
(414) 534-4776
vvanoostenbrugge@bernhard.com

SCOPE OF WORK

Our commissioning scope is based on the provided drawings/Sequence/Documents labeled:

Progress Print Drawings

Dated 2022-07-15

MECHANICAL/ELECTRICAL/PLUMBING SCOPE (MEP)

PROJECT MANAGEMENT

- Project set up
- Set up our Cx Web based platform for tracking the Cx process
- Cx communications for project
- Track IECC 218 Documentation

DESIGN PHASE

- Design review of drawing and specifications documents
 - 50% CD and 100% CD
- Develop Commissioning Plan
 - Includes checklists and test procedures
- Prepare project specific Cx specifications
- Assistance with Asset tagging and Computerized Maintenance Management System (CMMS) coordination.

Meetings: Attend or lead the following meetings with an emphasis on providing qualitative advice

- Attend and participate in two **(2)** design review workshop
- Attend and participate in one **(1)** Building System Design Meeting, Integration and Controls

CONSTRUCTION PHASE

- Review construction schedule for Cx activities.
- Review shop drawings and first-set submittals for equipment being commissioned.
- Finalize commissioning plan based on approved submittals.
- Finalize Functional Performance Tests and checklists based on approved submittals.
- Review start-up plans and witness start-up of major equipment: AHU's, heat pumps and boilers
 - To be coordinated with GC and Mechanical Contractor
- Maintain an Issues Tracking Log throughout construction.
- Review TAB reports
 - We anticipate 1 final per building

Meetings: Attend or lead the following meetings, some of these meetings can be combined for efficiency:

- Lead one **(1)** on-site Contractor Cx kickoff meeting.
- Lead one **(1)** control system integration meeting, with a focus on Sequences of Operation.
- Remote attendance ten **(10)** at construction/coordination meetings
- Lead twenty **(20)** commissioning meetings and site visits to coordinate the commissioning process, identify potential issues during construction, and provide Commissioning Observation Reports. (Anticipate to start at mechanical rough in)

ACCEPTANCE PHASE (PART OF THE CONSTRUCTION PHASE)

- Review contractor completed checklists and commissioning testing documentation and coordinate any identified issues during the commissioning meetings.
- Verify specified pre-verification tests has been performed by contractor.
- **100%** onsite Functional Testing of the following equipment / systems (we will not sample equipment for this project):
 - Building automation system
 - HVAC:
 - AHUs and MAUs
 - Air Source Heat pumps
 - Fan Coil Units and Split Systems
 - Exhaust and Transfer Fans
 - Terminal Units
 - Fan Powered Terminal Units
 - Electric Heaters
 - Boilers and associated Pumps
 - Plumbing
 - Pumps
 - Hot water heaters
 - Snow melt system
 - Electrical Systems:
 - Power distribution, switchboards, disconnects, distribution panelboards, branch circuit panelboards, transformers, power metering.
 - Emergency Power System: ATS and generator
 - Lighting controls
 - Fire Alarm integration – With AHJ
 - Fire Smoke damper verification
- Coordinate resolution of issues identified during testing.
- Backcheck of issues after resolution by contractor.
- Coordinate and review O&M and Training plan.
- Deliver a Draft Commissioning Report for review.

Meetings: Attend or lead the following meetings:

- Conduct two **(2)** onsite backcheck of issues
- Lead commissioning issue resolution meetings
- Attendance at weekly construction and commissioning meetings

Our testing schedule is based on the buildings being fully built out and ready to test.

OCCUPANCY PHASE (WARRANTY)

- Seasonal testing: We will perform functional testing for any systems that cannot be completed during the acceptance phase due to weather conditions. (ie cooling systems will be tested during hot weather even if the system is completed during the winter)
- Conduct As built review of final documents
- Perform a 4 month walk and deliver a summary report of the status of the commissioned systems and any remaining unresolved issues.
- Deliver Final Commissioning Report

SCHEDULE

We will mobilize our Cx team and begin work within 2 weeks of receiving a signed contract. We will align our services with the design and construction schedule.

We anticipate that there is **24** months of construction

Our scope and budget were developed based on the following assumptions:

- Design phase is currently underway
- Construction phase
 - Scheduling of equipment startups shall be made by the General or Mechanical Contractor who shall inform the CxA at least **two weeks** in advance to allow Equipment Startup Witnessing.
- Acceptance phase
 - Scheduling Functional Performance Testing shall be made by the General or Mechanical contractor who shall inform the CxA at least **two weeks** in advance to allow Cx Scheduling.
- Occupancy phase will run for one year past substantial completion

The following are the typical turn-around times for these deliverables. If an accelerated schedule is required, we would be pleased to discuss alternative arrangements.

- Attendance at meetings: within five business days of receiving notice.
- Drawing review: within ten business days of receipt of drawings.
- Specification review: within ten business days of receipt of specifications.
- Shop drawing review: within ten business days of receipt of shop drawings.
- Attendance at site visits: within two business days of receiving notice.
- Site visit report: within three business days of site visit.
- Action Item Lists: as appropriate.
- Field testing: within ten business days of receiving notice.

PROJECT SPECIFIC EXCLUSIONS/ASSUMPTIONS

The following equipment are excluded from this proposal.

- Fast-tracked schedules that create phasing of commissioning work that intersects and results in overlapping testing and start-up
- We anticipate testing by building and not by unit basis
- Unless specifically listed in this proposal, all other tasks are excluded
- Site specific safety training in excess of standard training maintained by personnel
- Testing equipment required for functional testing
- Meetings and or conference calls not listed in this proposal
- Coordinating permits, plan checks or inspections by the AHJ
- Providing training or video recordings
- Access controls, CCTV and intrusion detection
- Controls point-to-point checkout by others
- Sensor calibration by others
- Electrical InfraRed Scans
- Bernhard's Cx group or its subcontractors will not be subject to liquidated damages.

- Site visits and field observations are based on a sampling of completed work, and work in progress at the time of each visit. Field observations are not intended to be exhaustive and do not relieve the Contractor or trades of their responsibilities for quality control, conformance with project construction documents, and applicable codes.
- Addition of significant square footage to the project build-out.
- Additional coordination for scheduling with unresponsive construction teams.
- Testing and Balancing (TAB) to be provided by Owner or project team.
- Controls contractor shall have time allocated in their contract to support the commissioning process in accordance with the Cx Plan.
- General Contractor will be providing QA/QC services. The CxA will work closely with the GC/CM to verify installation requirements are being followed as required in the Cx Plan.
- Contractor and project team will provide contractor assistance throughout the commissioning process in accordance with the Cx Plan.
- Contractor will implement any corrections necessary to address deficiencies identified during Functional Performance Testing (FTP) per Cx Plan.

FEE

Charges for services outlined above will be billed on a fixed fee schedule. We will negotiate any additional fees if more site visits are required due to any uncontrolled circumstances that may arise that prevent testing on a scheduled site visit. Progress billings will be submitted at the end of each month as work is performed

This scope and fee are valid for **30 days** from the date of this proposal.

COMMISSIONING FEE

We will perform the commissioning scope of work listed above for the fixed fee of **\$ 315,800**

Project delays that result in a delay of substantial completion, as defined at time of bid, by more than 40 days may result in additional fee after discussion with owner.

PROPOSAL APPROVAL

By signing below, I hereby accept this proposal from **Bernhard TME, LLC** as the basis for preparing a consulting contract as indicated above. If this proposal is not signed and **Bernhard TME, LLC** is instructed to proceed with the work, this proposal will form the basis of the agreement between us. If a separate Agreement is signed for this project, then this proposal letter will automatically be incorporated into the signed Agreement.

Thank you for your business.

Aspen Group USA

Accepted By: _____ Date: _____
Authorized Representative

Print Name: _____ Title: _____

Bernhard TME, LLC

Accepted By: _____ Date: _____
Vince van Oostenbrugge
Commissioning Director

Approved By: _____ Date: _____
Mark Francis, PE
Executive Vice President

1. TERMS AND CONDITIONS

1. Consultant's Responsibilities

- A. The Consultant represents that it is properly licensed in the jurisdiction where the Project is located to provide the Services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.
- B. The Consultant shall provide the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- C. The Consultant shall identify a representative authorized to act on its behalf with respect to the Project.
- D. The Services consist of those described in The Consultant's proposal and include usual and customary engineering services. Services not set forth in the proposal are Additional Services.
- E. The Consultant shall coordinate its Services with those services provided by Client and Client's other consultants. The Consultant shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by Client and (2) Client's approvals. The Consultant shall not be responsible for the acts or omissions of the Client, its other consultants or contractors, their agents, employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to Client if it becomes aware of any error, omission, or inconsistency in such services or information.
- F. The Consultant shall provide copies of drawings, reports, specifications, and other necessary information to the Client and its other consultants in the format the Client requires.
- G. As soon as practicable after the date of this Agreement, the Consultant shall submit for Client's approval a schedule for the performance of the Services. Once approved by Client, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Client. With the Client's approval, which shall not be unreasonably withheld, conditioned or delayed, the Consultant shall adjust the schedule, as necessary, as the Project proceeds until the commencement of construction.
- H. The Consultant shall assist the Client in connection with Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- I. Except with the Client's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise its professional judgment with respect to this Project.
- J. The Consultant shall procure and maintain at its own expense, the insurance coverages and limits set forth in the attached sample Certificate of Insurance. To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.
- K. The Consultant shall not be responsible for Client's directives or substitutions, or for the Client's acceptance of non-conforming Work, made or given without the Consultant's written approval.

2. Client's Responsibilities

- A. The Client shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Client's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- B. The Client shall identify a representative authorized to act on the Client's behalf with respect to the Project. The Client shall render decisions and approve the Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services.
- C. The Client shall coordinate the services of its own consultants and contractors with those services provided by Consultant. Upon the Consultant's request, the Client shall furnish copies of the scope of services in the contracts between the Client and its other consultants. Client shall require that its Consultants and Contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- D. The Client shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, electrical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.
- E. The Client shall provide prompt written notice to the Consultant if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Consultant's Instruments of Service.
- F. The Client shall include the Consultant in all communications with contractors or other consultants that relate to or affect the Services or Consultant's professional responsibilities. The Client shall promptly notify the Consultant of the substance of any direct communications between the Client and contractors or other consultants otherwise relating to the Project. Communications by and with Consultant's consultants shall be through Consultant.
- G. The Client shall provide the Consultant reasonable access to the Project site.

3. Additional Services

- A. Consultant may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, Consultant shall notify Client. Consultant shall not provide the Additional Services until Consultant receives Client's written authorization. Except for services required due to the fault of The Consultant, any Additional Services provided in accordance with this Section shall entitle the Consultant to compensation pursuant to the payment terms herein.
- B. The Consultant shall provide as an Additional Service, those services necessitated by (1) a change in the intent of the Project and/or changes in previous instructions or approvals given by the Client, (2) a material change in the Project including size; quality; complexity; the Client's schedule or budget; or procurement or delivery method, (3) additional site trips, unforeseen existing conditions, change orders caused by other parties and redesign work required to adjust the overall contract documents to within the Client's budget, or (4) a proposed change in the Services. The Consultant shall prepare revisions to its Instruments of Service as an Additional Service when such revisions are necessitated by change orders and/or construction change directives.

4. Copyrights and Licenses.

- A. The Consultant and Client warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright Owner of such information or has permission from the copyright Owner to transmit such information for its use on the Project.
- B. The Consultant and its consultants shall be deemed the authors and Owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.

Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Consultant or its consultants.

- C. The Consultant grants to Client a nonexclusive license to use Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. The license granted under this section permits Client to authorize the general contractor, subcontractors, sub-subcontractors, suppliers, and Client's consultants and separate contractors to reproduce applicable portions of Consultant's Instruments of Service, subject to any protocols established by mutual agreement of the parties, solely and exclusively for use in performing services or construction for the Project. If Consultant rightfully terminates this Agreement, the license granted under this section shall terminate.
 - D. In the event Client uses the Instruments of Service without retaining Consultant, Client releases Consultant and its consultants from all claims and causes of action arising from such uses. To the fullest extent permitted by law, Client further agrees to indemnify and hold harmless Consultant and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Client's use of the Instruments of Service.
 - E. Except for the licenses specifically granted herein, no other license or right shall be deemed granted or implied under this Agreement. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Consultant. Any unauthorized use of the Instruments of Service shall be at Client's sole risk and without liability to Consultant or its consultants.
 - F. The provisions of this Section shall survive termination of this Agreement.
5. Claims and Disputes.
- A. Client and Consultant shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method set forth below and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. Client and Consultant waive all claims and causes of action not commenced in accordance with this Section.
 - B. To the extent damages are covered by property insurance, Client and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance. Client or Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
 - C. In no event shall Client or Consultant be liable to the other party for special, indirect, incidental, punitive or consequential damages, including without limitation, commercial loss, loss of use, or lost profits (collectively, "Consequential Damages"), even if either party has been advised of the possibility of such damages. This mutual waiver of Consequential Damages shall apply under all theories of liability or causes of action including, but not limited to, contract, warranty, tort (including negligence), indemnity, strict liability, or otherwise.
 - D. Any claim dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Services, Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

- E. Mediation, unless the parties mutually agree otherwise, shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association then in effect at the time of the dispute. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
 - F. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
- 6. Indemnification.
 - A. Each party ("Indemnitor") shall indemnify and hold harmless the other party and its employees, officers, directors, and agents (each an "Indemnitee") from any suit, cause of action, judgment or claim ("Claim") for damages to property or bodily injury, loss of life, infringement, liability of any nature, costs, or expenses, including court costs and reasonable attorneys' fees ("Damages") to the extent caused directly by the negligent act or omission or intentional misconduct of the Indemnitor. Indemnification shall not apply to Damages proximately caused by the negligence of the Indemnitee.
- 7. Termination or Suspension.
 - A. If Client fails to make payments to Consultant in accordance with this Agreement, such failure shall be considered a material breach of this Agreement and cause for (1) termination or (2) at Consultant's option, suspension of performance of Services. Consultant shall give seven (7) days' written notice to Client before suspending Services. Consultant shall have no liability to Client for delay or damages incurred by Client because of such suspension of Services. Before resuming Services, Client shall pay Consultant all sums due prior to suspension and any expenses reasonably incurred by Consultant in the interruption and resumption of Services. Consultant's fee for the remaining Services and the Project schedule shall both be equitably adjusted.
 - B. If Client suspends the Project, Consultant shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, Consultant shall be compensated for expenses reasonably incurred in the interruption and resumption of the Services. Consultant's fee for the remaining Services and the Project schedule shall both be equitably adjusted.
 - C. Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
 - D. Client may terminate this Agreement for its convenience and without cause upon not less than seven (7) days' written notice to Consultant. In the event of termination for Client's convenience, Consultant shall be compensated for Services performed prior to termination and all costs directly attributable to such termination, including the costs attributable to Consultant's termination of its subconsultant agreements.
 - E. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date on which Consultant completes its Services.
- 8. Payment
 - A. Unless otherwise agreed, payments for Services shall be made monthly in proportion to Services performed. Payments are due and payable upon presentation of Consultant's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the maximum rate allowed by applicable law.
 - B. Client shall not withhold amounts from Consultant's compensation to impose a penalty or liquidated damages on Consultant, or to offset sums requested by or paid to contractors

for the cost of changes in their work unless Consultant explicitly agrees in writing or has been found liable for such amounts in a binding dispute resolution proceeding.

9. Miscellaneous

- A. This Agreement shall be governed by the law of the place where the Project is located notwithstanding that jurisdiction's choice of law rules.
- B. Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- C. Client and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Client nor Consultant shall assign this Agreement without the written consent of the other, except that Client may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume Client's rights and obligations under this Agreement, including any payments due to Consultant by Client prior to the assignment.
- D. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or Consultant.
- E. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- F. Consultant shall have the right to include photographic or artistic representations of the design of the Project among its promotional and professional materials. Consultant shall be given reasonable access to the completed Project to make such representations. However, Consultant's materials shall not include Client's confidential or proprietary information if Client has previously advised Consultant in writing of the specific information considered by the Client to be confidential or proprietary. Client shall provide professional credit for Consultant in the Client's promotional materials for the Project. This Section shall survive the termination of this Agreement unless Client terminates this Agreement for cause pursuant to Section 7 above.
- G. If either party receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in this Section. The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section. This Section shall survive the termination of this Agreement.
- H. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- I. This Agreement contains the entire understanding and agreement of the parties. All previous negotiations, whether oral or written, are superseded by this Agreement. This Agreement shall be amended or modified only in writing and shall be effective only when signed by authorized agents of both parties.

- J. Both parties participated equally in drafting the terms and conditions of this Agreement. Each party had opportunity to consult with legal counsel regarding the covenants, obligations, and representations of this Agreement, which will not be construed against either party as the drafting party.
- K. All notices required under this Agreement are valid only if in writing and delivered by commercial courier or U.S. mail, certified postage prepaid. Email notices are valid if accompanied by a delivery receipt.
- L. Liability for Design Errors and Omissions:
 - 1) The Additional Cost associated with Change Orders resulting from design errors and omissions shall be equal to the total cost of the Change Orders resulting from design errors and omissions in excess of the Value Added to the project by such Change Orders. The Value Added to the project by such Change Orders shall be equal to the estimated cost of the work had it been included in the original contract. When unable to reasonably determine the Value Added to the project by a Change Order resulting from a design error or omission through cost estimating guides or other references, the Owner will assume that the Additional Cost associated with the Change Order is equal to 20% of the amount of the Change Order.
 - 2) If the aggregate Additional Cost associated with Change Orders resulting from design errors and omissions is greater than 0.75% of the total Cost of Construction (inclusive of all Change Orders), the Consultant will be financially responsible for the aggregate Additional Cost associated with Change Orders resulting from design errors and omissions in excess of 0.75% of the total Cost of Construction. In this event, the Client will reduce the Basic Services fee of the Consultant by an amount equal to the aggregate Additional Cost associated with Change Orders resulting from design errors and omissions less 0.75% of the total Cost of Construction.
 - 3) In order for Client to obtain the benefit of a fee which includes a lesser allowance for risk funding, Client agrees to limit Consultant's liability from Consultant's professional acts, errors or omissions such that the total liability of consultant shall not exceed Consultant's total fee for the Services rendered on the Project.