

1. SCOPE

Prairie Sky Consulting (referenced below as “PSC”) will support the “Company” (“Client”) to create Standard Operating Procedures (“SOP”) related to the use of the COBieQC2024 software. In this contract, COBieQC2024 users (“User”) will identify and define process and technical issues to be discussed with PSC. Client produced documentation of the resolution of these issues and questions may be used by the Client to develop SOP’s.

2. RATIONALE

2.1 INVITATION TO BID

The requirement to provide a generic proposal for Company-based COBieQC2024 Consulting was developed at the request of COBieQC2023 Users.

2.3 ASSUMPTIONS

This Statement of Work (referenced below as “SOW”) is based on the following assumptions:

- a. The Client shall issue a Purchase Order to PSC directly referencing this Statement of Work and Terms and Conditions. The primary Client technical Point of Contact shall be identified on this Purchase Order.
- b. PSC shall submit an invoice against that Purchase Order for \$3,200.00 USD (16 hours) of prepaid consulting time. This shall be paid as a Retainer by the Client prior to providing any consulting services.
- c. Following the receipt of the Retainer PSC may begin work on this project. The remaining cost shall be reimbursed per attached Terms and Conditions.
- d. The Client POC shall form a COBieQC2024 User Group (“User Group”) comprised of all COBieQC2024 users and (optional) IT Representative who are identified on the COBieQC2024 Registration Form. The Client POC’s may invite up to three (3) additional non-Registered Users to the User Group.
- e. The User Group shall be responsible for documenting each process and technical issue. For technical issues, the User Group shall confirm that any issue raised has been reproduced by at least two (2) users.

- f. The User Group shall host and provide PSC free, read-only access to a Client-provided electronic repository containing any documentation and/or examples deemed necessary for consideration in this SOW.
- g. PSC will use its own internal company systems for the development of internal deliberative and working documents, and information needed prior to the submission of deliverables.
- h. This contract shall not include PSC's production of drawings, schematics, training plans, videos, or other design, construction, handover, or facility management documentation.
- i. This contract shall not include PSC field data verification. Corrections of COBie-based data shall be accomplished by the Client or User Group and not by PSC.
- j. This contract shall not allow the Client or member of the User Group to record any meeting or video conference.
- k. This contract shall not include travel or site visits. All communication is to be provided through PSC's Zoom account, or by the telecom service designated by the Team POC. All meetings to be held at a mutually agreed time Monday-Friday (excluding US, IE, and EU bank holidays) during Chicago, Illinois, USA business hours (0900-1500).

3. POINTS OF CONTACT

3.1 CLIENT CONTRACTING POC

To be identified on Client's Purchase Order.

3.2 CLIENT POC

To be identified on the Client's Purchase Order.

3.3 PRAIRIE SKY CONSULTING POC

Prairie Sky Consulting LLC
ATTN: Bill East
1104 Parkview Drive
Mahomet, IL, USA 61853
217.552.8732
bill.east@prairieskyconsulting.com

4. APPROACH

4.1 TEAM FORMATION

Following the completion of the COBieQC2024 User Registration process, execution of a COBieQC2024 Consulting Purchase Order, and receipt of Retaining, PSC will hold a kick-off call with the User Group. During this call the User Group will identify preferred methods of communication to include the process of providing shared electronic resources by the Client.

4.2 SINGLE ISSUE IDENTIFICATION

Each process and or technical issue identified by the User Group shall be individually identified, described, and submitted to PSC in the agreed upon format. As part of the identification of each issue, the User Group will confirm with at least two (2) User Group members that they have faced and/or reproduced the issue being put forward. When submitting the issue, the name of the issue will clearly describe the content of the issue. The User Group may only include one issue in each communication.

4.3 ISSUE EVALUATION

Following the receipt of the issue from the User Group, PSC will evaluate the issue to determine the level of response needed. In many cases, issues identified may be quickly resolved by referencing published documentation such as the COBie 2.4 standard or the COBieQC software User's Manual.

If the User Group issue identified contained more than one actual issue, PSC will document the name of each sub-issue and respond to each individual sub-issue separately.

If needed PSC shall request additional information, including sample files or other materials, needed to reproduce the issue. As appropriate, PSC will identify if the issue has been reproduced, or not. If the issue is not reproducible, PSC will either ask for additional information, or close the issue.

4.4 ISSUE RESOLUTION

Following the evaluation of a User Group issue, PSC will provide a written resolution of the process or technical issue. As appropriate PSC will then determine if the issue is "Closed", "Open", or "Pending" additional input.

4.5 CONSULTING HOUR RECORDING

Next to each process or technical issue identified, PSC will maintain a running record of the number of hours encountered. Following the expenditure of 90% of the original retainer hours, PSC will inform the User Group that additional pre-payment of Consulting hours is required. At that point no new issues will be allowed to be submitted and work on existing issues will be paused. Following receipt of additional retainer hours, PSC will resume Consulting services.

5. CLIENT'S RESPONSIBILITY

5.1 CHANGE MANAGEMENT

By undertaking the work described in this agreement, the Client recognizes that the goal of this agreement is to change internal and contracted business processes. Implementation of these changes is the sole responsibility of the Client.

5.2 INFORMATION ASSURANCE

The Client recognizes that the information to be shared in this agreement may include proprietary Client and/or User Group data. The Client has the sole responsibility to properly approve the use and distribution of all such information to PSC.

5.3 CONFIDENTIALITY

The Client recognizes that information provided by PSC is confidential. The client has the responsibility to not disclose, discuss, or distribute via any personal or technological methods all communication with PSC under this agreement.

6. DELIVERABLE LIST

One deliverable shall be provided under this agreement. That deliverable is a Client issue tracking form, documenting the title and brief description of any process or technical issue.

7. PROGRESS MEETINGS

A standing monthly User Group meeting will be set by mutual agreement for the duration of this agreement. All progress meetings shall be held during this time. A member of the User Group shall take notes of all matters discussed during the meeting.

A designated User Group member shall provide a copy of the meeting notes to PSC by the Client's close of business one (1) working day following the date of the meeting.

No recordings of any meetings where PSC is in attendance shall be allowed.

8. DURATION

PSC Acknowledgement of Receipt of \$3,200 USD.00 (16 hours) Retainer will begin this project.

The length of this agreement will either (a) until 90% of funds have been expended or (b) the end of a (12) month period following the date on the Client's original Purchase Order.

9. ESTIMATED COST

The estimated cost to perform work described in this agreement is \$3,200.00 USD.

Should additional time be requested, the Client may add hours in \$1,600 USD (8-hour) increments.

Payment will be required for additional work, prior to the beginning of execution of any of that addental work.

10. CONTRACTING METHOD

This agreement shall be accomplished through Client Purchase Order that references this Statement of Work. Given the allowed Client-based extensions, this agreement may be considered an Indefinite Delivery Indefinite Quantity contacting vehicle.

Under no circumstances will the total time on this agreement exceed 80 hours.

11. TERMS AND CONDITIONS

Inclusion of this agreement means that all parties accept the Terms and Conditions listed in the Appendix.

12. CONCLUSION

We look forward to supporting you. Thank you for your consideration,

/s/ (20-Oct-23)

Bill East, PhD, PE, F.ASCE
Owner, Prairie Sky Consulting, LLC
Mahomet, IL

APPENDIX– GENERAL TERMS AND CONTIONS

A.1 PAYMENT TERMS AND CONDITIONS

The Client shall provide pre-payment prior to the start, or continuation, of work under this agreement. If at the end of this agreement PSC has not fully spent all pre-paid hours, PSC shall not refund the unspent hours to the Client.

A.2 COORDINATION AND CHANGES

Prairie Sky Consulting provides good-faith estimates of cost and deliverable schedules based on past experience with similar projects. The Client understands that the Services to be performed by Prairie Sky Consulting are unique, complex, and involve a large degree of interaction and discussion between Client and Prairie Sky Consulting. Any costs and/or schedule provided shall be considered an estimate of the costs and/or schedule required to complete the Services. The time actually required to complete the Services or any portion thereof will be subject to Client availability, timely delivery of information by Client to Prairie Sky Consulting, unforeseen design issues, design changes, and modifications requested by Client and other matters which generally affect Prairie Sky Consulting services. Prairie Sky Consulting shall use good-faith efforts to properly staff all projects and to meet all agreed upon costs and schedules but makes no guarantee thereof in regards to cost and/or schedule.

The Client agrees to provide any necessary information, materials, documents, and approvals needed by Prairie Sky Consulting to perform the Services outlined in a timely manner, and not to unreasonably delay the efforts of Prairie Sky Consulting by withholding such information, materials, documents, and approvals.

This agreement permits mutually acceptable changes in the scope, character, or complexity of the work; if such changes become desirable or necessary as the work progresses adjustments to the basis of payment and to the time for performance of the work shall be established by a written contract amendment to accommodate the changes in work.

A.3 Disclaimer

Prairie Sky Consulting has made a reasonable effort to test the quality of any products and information developed during this project. It is the responsibility of users to apply their professional knowledge in the use of these products.

In no event will Prairie Sky Consulting's be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of or inability to use the products, reports, information, and/or software, even if advised of the possibility of such damages. In no case shall

Prairie Sky Consulting's liability exceed the amount paid for the products, reports, information, and/or software.

A.4 Disclaimer of Warranties

Except as expressly stated herein, Prairie Sky Consulting makes no warranty, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose, with respect to the products and services which are the subject of this proposal.

A.5 Job-Site Safety and Security

The products, reports, information, and/or software developed by Prairie Sky Consulting may, or may not be, used on construction sites. It is the sole responsibility of the Client to ensure that all such products, reports, information, and/or software are used safely and securely.

In no event will Prairie Sky Consulting's be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of or inability to use the products, reports, information, and/or software with regard to safety or security.

A.6 Limitation of Liability

Prairie Sky Consulting's liability arising out of this project shall not exceed the price paid for the services rendered. In no event shall Prairie Sky Consulting be liable for the costs of procurement of substitute goods or services, or for any special, consequential, incidental, or indirect damages arising out of this project, however caused.

A.7 Arbitration in Case of Disputes

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the city of Champaign, Illinois, United States of America, or another location mutually agreeable to the parties. Should parties not be able to mutually agree on a location, the location shall be in Champaign, Illinois. An award of arbitration may be confirmed in a court of competent jurisdiction.

A.8 Third Party Services

Prairie Sky Consulting reserves the right to include third-party service providers to assist in executing portions of the scope of this project. Prairie Sky Consulting is under no obligation to identify or discuss the use of these services.

Should Prairie Sky Consulting secure third-party services, the Client shall provide, at their cost, logins for these personnel to project extranets and other cloud-based project storage provided to

other subcontractors. The total number of such personnel should not exceed five (5) additional personnel.

A.9 Term and Termination

Either party may terminate this Agreement at any time upon thirty (30) business days' notice to the other party; provided, however, that either party shall have the right to terminate this Agreement immediately upon notice to the other party in the event of such other party's material breach of this Agreement.

Should the contract terminate early, PSC shall not refund any unallocated retainage amount.

A.10 Intellectual Property Rights

All intellectual property rights, trade secrets, and confidential information in the products, reports, information, and/or software developed under this contract are owned by Prairie Sky Consulting and are protected by the United States copyright laws, other applicable copyright laws, and international treaty provisions.

Prairie Sky Consulting grants the Client, and direct project stakeholders, a non-exclusive license to use the products, reports, forms, and/or information developed during this project. Use of these products, reports, information, on projects other than the referenced construction contract, without express written agreement, is prohibited.

The name for the integrated information collection process described as the Lean Handover™ process is trademarked and copyrighted Prairie Sky Consulting.

If this project is to use the PSC's Lean Handover© software, Prairie Sky Consulting grants a maximum of five (5) members of the Client's team, a non-exclusive license to use the software developed during this project. Use of this software on projects other than those directly included in the referenced SOW, without express written agreement between PSC and the Client, is prohibited.

This license is terminated if services under this contract are not paid or if this agreement is terminated.

The term of this non-exclusive software license is limited to the time starting with the reference construction contract Notice to Proceed and ends at the Fiscal Completion of the subject Project, or this consulting contract, which ever comes later.

A.11 Confidentiality

Both parties acknowledge that in the course of performing their respective obligations under this Agreement, they may be receiving information which is proprietary and confidential to the disclosing party and which the disclosing party wishes to protect from public disclosure.

When either party notifies the other, in writing, that specific information is confidential, the other party shall keep such information completely confidential until such time as this information becomes public or it is released from this condition in writing. Such information shall include but not be limited to information pertaining to the terms and conditions of this Agreement, program documentation, software, algorithms, specifications and report formats, as well as information pertaining to the operations, customers, products, and marketing plans and business plans of either party.

If Team members use or review PSC's Lean Handover© software, the client shall consider all related communication (verbal, electronic, telephonic, or written) as confidential information.

Both parties shall hold such confidential information in confidence and not disclose it, except to its employees, clients, or representatives to whom disclosure is necessary to affect the purposes of this Agreement and who are similarly bound to hold such information in confidence. In addition, each party shall use its best efforts to prevent inadvertent or unauthorized disclosure, publication, or other dissemination of any confidential information.

(End Appendix)