



September 5, 2025

Sent to [khoda@orlandpark.org](mailto:khoda@orlandpark.org)

Mr. S. Khurshid Hoda, CPP  
Director, Engineering Department  
Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, IL 60462

Re: 999-25012321-PP      Orland Park Wolf Road Stormwater Basin  
Professional Services Proposal

Dear Mr. Hoda:

EXP U.S. Services, Inc. (EXP) is pleased to submit this proposal (the "Agreement") to the Village of Orland Park for professional engineering consulting services for the above referenced project. The proposed services will be provided in accordance with the terms and conditions set forth herein.

#### **SCOPE OF PROJECT**

We understand that the Village of Orland Park (Village) owns and is planning on purchasing additional property around 17101 Wolf Road to be used as a stormwater/wetland mitigation bank. The project is specifically located within Cook County parcels 27-29-300-034, 27-29-300-035, 27-29-300-051, and 27-29-300-052 and includes a total of about 11.6-ac. In order to construct this project, existing features on some sites like asphalt paving and buildings are to be demolished. The finished project is to function as (or as near to) a natural wetland to improve the overall function of the regional drainage system and restore native landscaping (approval as use for a wetland mitigation bank is to be confirmed with the applicable agencies during design). EXP's scope shall include the design, government permitting, bidding assistance, and limited construction administration services for the above-described work.

Project phases are anticipated to include:

- Site Reconnaissance
- 50% Design
- 90% Design
- 100% Design
- Permitting
- Procurement Support
- Limited Construction Administration

#### **SCOPE OF BASIC SERVICES**

For the Project described above, Consultant shall provide the following professional services:

##### **TASK 1 – DATA GATHERING AND SITE RECONNAISSANCE**

Consultant shall perform the following:

- Attend one virtual meeting with the Client to review project goals, challenges, and projected schedule.

- Review all available site information such as records, maps, aerials, easements, ROW records, plans, and record drawings that may be pertinent to execution of this project.
- Through our geotechnical subconsultant, perform the following:
  - Five (5) borings with Standard Penetration Tests (SPTs) to a typical depth of 20-ft.
  - Two (2) single ring infiltrometer tests.
  - Laboratory testing of recovered soil samples.
  - Test one soil sample for Clean Construction and Demolition Debris (CCDD) compliance.
  - Generate a report of exploratory findings including site observations, final boring logs, discussion of subsurface materials encountered, estimation of seasonal high and low groundwater elevations, and general site preparation recommendations based on the proposed scope of construction.
- Through our survey subconsultant, perform the following:
  - Generate a topographic, boundary, and utility survey of the project area.
  - Place a standard Julie 811 call and record utilities marked in the field.
  - Review available online sources for soil and wetland mapping in the project area as part of a desktop study.
  - Delineate areas of potential wetlands onsite in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and Midwest Regional Supplement.
  - Draft a wetland delineation report based on desktop study and observed field conditions.
- Perform a site visit to confirm existing conditions are consistent with received data.

## **TASK 2 – 50% DESIGN**

Consultant shall perform the following:

- Attend up to two (2) virtual meetings with the Client. Attendance to additional meetings beyond this amount shall be rendered as an additional service upon Client request.
- Develop site plan based on maximizing functional storage and allow for future drainage connection from Wolf Road.
- Generate calculations for available stormwater storage and allowable release rates into Marley Creek.
- Delineate preservation areas based on wetland report/survey.
- Schedule and prepare minutes for pre-application meetings for the following agencies having jurisdiction (AHJs) over the scope of work of this project:
  - Metropolitan Water Reclamation District of Greater Chicago (MWRD)
  - Illinois Department of Transportation (IDOT)
  - United States Army Corps of Engineers (USACE) Chicago District
- Based on preliminary design and meeting discussions, determine how much of the project could be used for wetland/stormwater mitigation banks/credits.
- Draft a 50% technical specifications book

- Generate a preliminary opinion of probable construction cost.
- Generate 50% Design phase plans which are anticipated to include existing conditions and demolition, geometric site plan, paving, grading, and drainage, stormwater pollution prevention, tree disposition, and landscape plans with preliminary section views and details.

***Deliverables: Plans will be submitted electronically as required by permitting agencies. Printed copies can be provided upon request, within reason, at a direct cost to client.***

### **TASK 3 – 90% DESIGN**

Consultant shall perform the following:

- Attend up to two (2) virtual meetings with the project team.
- Revise and finalize site plan based on Client comments on 50% Design submittal.
- Revise calculations for available stormwater storage and allowable release rates into Marley Creek as required.
- Draft stormwater management report including narratives, exhibits, and calculations to support the proposed drainage design.
- Draft a 90% technical specifications book
- Update opinion of probable construction cost.
- Generate 90% Design phase plans which are anticipated to include existing conditions and demolition, geometric site plan, paving, grading, and drainage, stormwater pollution prevention, tree disposition, and landscape plans with sufficient details, sections, and notes to permit the project.

***Deliverables: Plans will be submitted electronically as required by permitting agencies. Printed copies can be provided upon request, within reason, at a direct cost to client.***

### **TASK 4 – 100% DESIGN**

Consultant shall perform the following:

- Attend up to one virtual meeting with the project team.
- Finalize calculations for available stormwater storage and allowable release rates into Marley Creek as required.
- Finalize stormwater management report including narratives, exhibits, and calculations to support the proposed drainage design.
- Finalize technical specifications book
- Finalize opinion of probable construction cost.
- Generate 100% Construction Documents plans which are anticipated to include existing conditions and demolition, geometric site plan, paving, grading, and drainage, stormwater pollution prevention, tree disposition, and landscape plans with sufficient details, sections, and notes to construct the project.

***Deliverables: Plans will be submitted electronically as required by permitting agencies. Printed copies can be provided upon request, within reason, at a direct cost to client.***

#### **TASK 5 – GOVERNMENT PERMITTING ASSISTANCE**

- Upon client authorization, consultant shall prepare permit application packages (inclusive of plans, calculations, and application forms) to the following agencies having jurisdiction (AHJs) over the scope of work of this project:
  - Village of Orland Park
  - MWRD
  - IDOT (Highway Permit, if required)
  - USACE Chicago District (if applicable)
- Consultant shall review and respond to comments on the permit applications submitted to the above agencies as needed to obtain permit approvals.
- Approved plans shall be considered as final plans for construction; changes following approval of the AHJ permits as listed above shall be rendered as an additional service.

#### **TASK 6 – PROCUREMENT SUPPORT**

Consultant shall perform the following:

- Participate in an in-person pre-bid meeting with Client and potential bidders on the project.
- Respond to questions from potential bidders on the project.
- Review bids from prospective contractors and generate a letter of findings and recommendations as requested.

#### **TASK 7 – LIMITED CONSTRUCTION ADMINISTRATION SERVICES**

Consultant shall perform the following:

- Attend a pre-construction meeting as organized by the project Contractor.
- Review shop drawings provided by the project Contractor for general conformance with the approved plans (a total of four shop drawing submittals are anticipated).
- Respond to project Contractor-initiated requests for information (RFIs).
- Inspect and approve Contractor's tagged plant material at nursery.
- Perform up to three (3) site visits during construction to observe construction progress and generate site observation reports. Additional site visits beyond the number included above shall be rendered as an additional service.
- Attend a substantial completion walk through and generate an itemized punch list of project features to be addressed by project Contractor prior to project acceptance.
- Attend a final completion walk through and confirm all punch list items are addressed.
- Generate a letter of completion/complete project certification forms to the above referenced AHJs as required for project to be cleared for service.

### **ANTICIPATED SUBMITTAL DELIVERY SCHEDULE**

Upon receipt of signed agreement and notice to proceed (NTP), Consultant shall work with Client to develop a project schedule. Task durations are approximately estimated in the table below assuming that all project background information is received at or before NTP:

<b>Task</b>	<b>Description</b>	<b>Duration</b>
Task 1	Data Gathering and Site Reconnaissance	6 weeks
Task 2	50% Design	4 weeks
Task 3	90% Design	3 weeks
Task 4	100% Design	2 weeks
Task 5	Government Permitting Assistance	12 weeks*
Task 6	Procurement Support	8 weeks
Task 7	Limited Construction Administration	16 weeks*

Total: 51 weeks

*\*Durations shown are estimates; actual time to complete tasks may vary due to factors beyond EXP's control*

### **COMPENSATION**

Consultant shall perform the above included services on a fee basis as included in the table below:

<b>Task</b>	<b>Description</b>	<b>Lump Sum Fees</b>	<b>Hourly NTE Fees</b>	<b>Total Fees</b>
Task 1	Data Gathering and Site Reconnaissance	\$53,200.00	\$0.00	\$53,200.00
Task 2	50% Design	\$31,000.00	\$0.00	\$31,000.00
Task 3	90% Design	\$31,600.00	\$0.00	\$31,600.00
Task 4	100% Design	\$18,500.00	\$0.00	\$18,500.00
Task 5	Government Permitting Assistance	\$0.00	\$24,400.00	\$24,400.00
Task 6	Procurement Support	\$8,100.00	\$0.00	\$8,100.00
Task 7	Limited Construction Administration	\$19,800.00	\$0.00	\$19,800.00
	<i>Subtotal:</i>	<i>\$162,200.00</i>	<i>\$24,400.00</i>	<i>\$186,600.00</i>
	Reimbursable Allowance			\$3,000.00
	<b>Total:</b>	<b>\$162,200.00</b>	<b>\$24,400.00</b>	<b>\$189,600.00</b>

The costs presented above are subject to Consultant's understanding of project scope; Consultant reserves the right to amend this proposal and the fees included here-in in the event of any change to this proposed work.

Direct reimbursable expenses such as express delivery services, travel, fees, and other direct expenses will be billed at direct cost. All project fees (permit fees, review fees, etc.) are to be paid by the Client.

#### **CLIENT RESPONSIBILITIES AND PROJECT ASSUMPTIONS**

Client shall provide and coordinate the following:

- An executed copy of this agreement purchase order.
- Site access and authorization to represent the Client on permit inquiries.
- Recent title report for each of the subject parcels.
- Front-end documents for inclusion in the technical specifications package.
- Permit application fees, impact fees, lobbyist fees and plan review fees as required.

Consultant assumes the following:

- Project shall be designed and constructed in one phase.
- The desired project can be constructed without modification to site zoning/platting.
- Village of Orland Park shall obtain sufficient property interests to sign as Owner for all permit applications required for the work and authorize field work to commence within the subject properties at NTP.
- Replatting of the project area will not be required.
- Paving, grading and drainage for the project will consist of surface pavement outside of the footprint of any vertical structure and within the property limits. EXP will design at-grade, non-structural concrete and asphalt paving.
- Proposed drainage basin/system shall be surficial storage with gravity flow and will not require underground chambers or pumps.
- Work in Wolf Road (US-6) will be limited to removal of existing driveways and addition of one possible driveway for maintenance access; modification of utilities, reconfiguration of lanes, or installation of new drainage infrastructure in this ROW is not anticipated.
- There are no utilities within the project area that will need to be relocated, only to be removed or to remain.
- Village Project Manager shall assist EXP in procuring Village department approvals for the project (as required).
- Village shall organize, maintain, and actively solicit potential contractors/bidders for the project; Consultant's role shall remain advisory.
- Project Contractor shall be responsible for obtaining required building demolition permit(s) from the applicable agencies.

- Project Contractor shall be responsible for obtaining all required Right-of-Way and National Pollution Discharge Elimination System (NPDES)/Stormwater Pollution Prevention (SWPP) permits from the applicable agencies.
- Project Contractor shall be responsible for developing all required maintenance of traffic (MOT) and phasing plans in accordance with AHJ requirements as needed.
- Project Contractor shall provide all record drawings/as-builts for the proposed project scope to EXP as needed for closeout.
- All information provided by the Client can be relied upon in the performance of professional services. If actual requirements or conditions are found to be different from the assumptions above, EXP will submit a supplemental scope of service and fee for any additional work that may be required to the Client for consideration prior to performing said service. Project will be entitled, designed, permitted, and constructed in a single phase.

NOTICE TO CLIENT: It is understood that MWRD's position is generally that new wetland banks in Cook County can only be developed by the USACE. Consultant shall work with the noted AHJs to attempt to have the project be classified as a wetland/bank that can be sold/transferred for mitigation credits but cannot guarantee this outcome.

#### **TERMS AND CONDITIONS**

This Proposal and the Terms and Conditions dated September 8, 2025 attached hereto shall form the basis of the Agreement between EXP U.S. Services, Inc. and *Village of Orland Park*. Additionally, in the preparation of our proposal, we have made the following exclusions:

- Design of any offsite roadway, drainage, or other improvements adjacent to the project area is not included.
- Environmental engineering, MEP engineering, structural engineering, traffic engineering, and architectural design is not included.
- Preparation of dewatering plans, calculations, and permit applications is not included.
- Procurement of a Conditional Letter of Map Revision (CLOMR) or a Letter of Map Revision (LOMR) through the Federal Emergency Management Agency (FEMA) is not included.
- Valuation and advertisement of possibly available stormwater and/or wetland credits is not included.
- Attendance to additional meetings beyond the amount specifically noted in the above scope shall be rendered as an additional service upon Client request.
- Plan revisions following receipt of permit approvals from agencies listed in the above government permitting assistance task shall be rendered as an additional service upon request of Client.
- Requests for permit extensions or revisions shall be rendered as an additional service upon request of Client.

EXP U.S. Services Inc.

Village of Orland Park  
Orland Park Wolf Road - Stormwater Basin  
September 5, 2025

EXP is pleased to have the opportunity to provide our services to you. If you have any questions or concerns, please do not hesitate to call.

Sincerely,



Nicholas S. Karpathy, P.E., ENV SP  
Site Civil Group Manager

EXP U.S. Services Inc.



Timothy D. Neumann, AIA, NCARB  
Executive Vice President

**ACCEPTED BY:**

\_\_\_\_\_  
Village of Orland Park

Agreed to this on \_\_\_\_\_ day of \_\_\_\_\_, 2025

Attachment: Terms and Conditions

XC: Brian Umbright/EXP

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## TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to Village of Orland Park and dated September 5, 2025 (the "Proposal") for the project Orland Park Wolf Road Stormwater Basin (the "Project")*

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1. **GENERAL.** The Terms and Conditions set forth herein and in the attached cover letter constitute an offer by **EXP U.S. Services Inc.**, ("EXP") to perform for the Company to whom this cover letter is addressed ("Client"), the professional design services identified in said cover letter as Scope of Services ("Services") for Client's project as defined therein ("Project"). EXP's offer becomes a contract on these same terms and conditions when accepted or acknowledged by Client or by EXP's commencing performance of the Services. This contract supersedes all previous understandings or writings, if any, and constitutes the entire agreement between EXP and Client relating to the Services. Pre-printed terms and conditions on Client purchase orders are not accepted regardless of when issued. EXP shall have the right, at its sole option, to rescind its offer if the Services have not commenced within ninety (90) days of the date of EXP's offer.
2. **EXP'S OBLIGATIONS.** EXP will endeavor to perform its Services using that degree of care and skill ordinarily exercised by reputable members of its profession under similar circumstances. No other warranty express or implied is made or intended.
3. **CLIENT'S OBLIGATIONS.** Client shall, at his expense, provide full, complete and correct information, including, but not by way of limitation: a program of objectives, constraints, criteria, and budget; a legal description and current certified land survey of the property; geotechnical surveys such as soil borings, ground corrosion, evaluations of hazardous materials, resistivity tests, and the like, with appropriate professional recommendations; Laboratory and environmental tests of air and water pollution, hazardous materials, and other such inspections and reports required by law or otherwise; all legal, accounting and insurance counseling services required for the Project. EXP shall be entitled to rely upon the accuracy of such Client-furnished information.
4. **CONSULTANT SERVICES.** Where EXP procures consultant services such as, subsurface engineers, pollution engineers, and other similar specialists required for the Project, on behalf of Client, EXP does so as an administrative/invoicing convenience to Client and such consultants shall be considered Client's Independent Consultants. EXP makes no representation of, and does not assume responsibility or liability for, the work or services for Client's Independent Consultants. EXP shall be entitled to rely upon the accuracy of services, including reports or surveys, provided by Clients independent consultants.
5. **OPINIONS OF PROBABLE COST.** EXP's opinions of probable construction cost represent its best judgment as a design professional familiar with the construction industry and are not guarantees by EXP of actual construction cost. EXP has no control over material cost, labor, methods of construction or bid procedures. Accordingly, EXP does not warrant or represent that contractor bids will not vary from the Project budget or EXP's opinion of probable construction cost. If Client desires greater assurance of cost, Client shall engage the services of an independent construction cost estimator.
6. **CONSTRUCTION PHASE SERVICES.** If so specified in the attached cover letter, EXP shall provide certain construction phase services, but in any event subject to the following limitations:
  - 6.1. On-Site Observations. EXP shall visit the site periodically to become generally familiar with the progress and quality of the construction work (Work) and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, EXP shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. On the basis of such on-site observations as an architect or engineer, EXP shall keep Client informed of the progress and quality of the Work. EXP shall in no event have control or charge of the construction and shall not be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the Contractor or any other persons performing Work or their failure to perform. EXP shall not have the authority to stop the construction Work. EXP shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the contract documents;
  - 6.2. Full-Time On-Site Representative (Project Representative). The duties, responsibilities and limitations of authority of EXP's full-time on-site Project Representative shall be as described in AIA Document B352, 1993 edition, incorporated herein;
  - 6.3. Submittal Review. EXP shall review and take appropriate action upon those contractor submittals specifically required under the Contract Documents such as shop drawings, product data, samples, etc., but only for the limited purpose of reviewing for conformance with information given and the design concept expressed in the Contract Documents. Review is not for the purpose of (a) determining accuracy and completeness of other details such as dimension or quantities (b) for substantiating instructions or performance of equipment or systems designed by Contractor nor (c) review or approval of safety precautions, construction means, methods, techniques, sequence or procedures. EXP's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, EXP shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents;

6.4. Payment Request Review. Based on EXP's on-site observations of the Work, EXP shall review contractor applications for payment and shall advise Client if the Work has progressed to the point indicated on the payment application;

6.5. As-Built or Record Drawings. EXP shall provide drafting of changes to plans based on Contractor-supplied information which is impossible to verify.

**7. ADDITIONAL SERVICES.** Changes in scope or extent of Services may be made from time to time by mutual written or oral agreement. Any Additional Services required because of such changes will be charged at EXP's customary rates in effect at that time. Unless otherwise agreed in writing all Terms and Conditions of this contract shall apply. Changes in these Terms and Conditions can only be made by written consent of EXP. Services not completed before the completion date stated in the cover letter, through no fault of EXP, shall be considered Additional Services. Projects suspended for more than thirty (30) days through no fault of EXP shall be subject to a re- mobilization fee compensated as Additional Services.

**8. COMPENSATION AND PAYMENT.** Client shall compensate EXP the amounts stipulated in the cover letter, however such amounts shall be subject to adjustment for escalation if, through no fault of EXP, the Services are not completed within the time stipulated in the cover letter, In addition to the amounts for Services, EXP shall be compensated for reimbursable expenses such as travel, duplication, plotting, prints, messenger services, additional insured provisions or increased limits of insurance, and other reasonably identifiable costs incurred in connection with the Services. Such reimbursable expenses shall be invoiced at cost or EXP's customary rate, plus 10% handling and, unless specifically stated otherwise in the cover letter, are in addition to any amounts stated as maximum compensation. The amount of any excise, Value Added Tax (VAT), gross receipts tax or other tax (excepting taxes on EXP's income) may be imposed by any Authority having jurisdiction shall be added to compensation due hereunder and shall be in addition to any amounts agreed to as maximum compensation.

EXP shall be entitled to payment for Services rendered on the basis of EXP's invoices submitted monthly. Invoices shall be due and payable within 20 days after receipt. Past due invoices shall accrue interest at the rate of one and one-half percent per month. No retention shall be withheld. All accounts receivable must be current before EXP shall seal drawings, issue drawings to contractors for bidding, or issue drawings for permit application. EXP reserves the right to stop Services and/or withhold documents for reasons of non-payment and EXP shall not be liable for delays which may result from such stoppage.

In the case of lump-sum fee arrangements, invoices shall reflect the percentage of work completed as estimated by EXP to the date indicated on the invoice. For all other fee arrangements, invoices shall indicate the fees earned on the basis of effort expended. A service charge of 5% of the invoice amount shall be added to all invoices prepared on special Client forms or requiring back-up such as time

sheets, copies of receipts, and the like. Waivers of Lien will be provided, upon request, after receipt by EXP of monies due.

**9. OWNERSHIP OF WORK PRODUCT.** Any and all documents, plans or materials in whatever form, including electronic media (software, disks, tapes, telecommunication, etc.) prepared pursuant to or otherwise resulting from this contract are instruments of professional service and shall be and at all times remain the sole property of EXP. Client shall be entitled to retain hard copy of such documents and plans for informational use and references in connection with Client's use and occupancy of this specific property only. Computer diskettes of project documents will not be released by EXP without agreement in writing stipulating the terms and restriction of usage. Client shall have the non-exclusive license to use all software for Client's internal business use only. All raw data or Client information furnished by Client to EXP which are incorporated in or processed by the software will continue to be owned by the Client, and not EXP. EXP will not be responsible for any consequence of re-use, other use, or adaptation of such documents without EXP's express written approval.

**10. INSURANCE.** EXP is protected by Professional Liability Insurance, Worker's Compensation Insurance and Comprehensive General Liability Insurance and will furnish certificates upon request. Any additional insurance or limits or "additional insured endorsement" shall be provided as a reimbursable expense at actual cost or EXP's scheduled charge. Client agrees to cause the Contractor to (a) provide Comprehensive General Liability Insurance for the Project naming EXP and Client as Additional Insureds; (b) to defend, indemnify, and hold harmless EXP and Client from any and all losses, cost, damages, and expenses resulting from the Contractor's Work on the Project, including without limitation claims arising out of or in connection with construction worker injuries. Client agrees to notify EXP of the existence of any Project-Specific Professional Liability Policy applicable to the Project which includes EXP as an Insured by name or reference so that EXP may, in a timely and effective manner coordinate its own insurance program. Should such a Project-Specific Professional Liability Policy be purchased by Client or Client's contractors, Client agrees to make available to EXP a certified copy of the Policy and to cooperate with EXP in obtaining data with respect to possible claims against that Policy.

**11. DISPUTES.** If a dispute arises out of or relates to this contract and if said dispute cannot be settled through direct discussions, the parties hereto agree to first endeavor to settle the dispute in an amicable manner by mediation through the Construction Mediation Service before having recourse to arbitration or a judicial forum.

**12. ASBESTOS AND HAZARDOUS MATERIALS DISCLAIMER.** Client is hereby notified that asbestos is prevalent in building constructed prior to 1978. Client acknowledges that EXP has no expertise in detecting the presence of, or specifying removal or disposal or containment of asbestos or hazardous materials at the Project site. Client shall solely have the responsibility to determine the presence of, and specify the removal, disposal or containment of asbestos or other

hazardous materials at the Project site. Client agrees to employ an industrial hygienist or other qualified specialist for such purpose, and acknowledges that EXP has not been contracted to provide such services. Client agrees to defend, indemnify and hold harmless EXP from any and all asbestos, pollution, and/or hazardous waste-related claims arising against EXP relative to the presence, detection, removal or disposal of asbestos and or other hazardous wastes at the Project site.

**13. "ADA" COMPLIANCE.** For Projects of new construction, EXP shall endeavor to design the Project in conformity with the Americans with Disabilities Act ('ADA') Accessibility Guidelines, 28 CFR Part 36 (July 26, 1991) (hereinafter the 'Act') and advise Client if any accommodation is structurally impractical. For modifications to an existing facility of any type, EXP shall endeavor to identify existing barriers and needed accommodations as those terms are used in the Act, and inform Client of the existence of these barriers and needed accommodations. It is Client's sole responsibility to determine whether to exclude a specific accommodation because the accommodation is not readily achievable or unduly burdensome. EXP shall not be responsible to determine whether it is necessary to remove all barriers identified in order to comply with the Act. Such determination shall be made by Client. If Client requests EXP to prepare alternate design documents or specifications with the intent of ascertaining or demonstrating that certain aspects of the Project are unduly burdensome or not readily available, such services shall be Additional Services.

**14. COMPLIANCE WITH CODES.** EXP's design shall conform to local applicable codes in effect, and as interpreted by building officials, at the time the design is prepared; however, EXP shall not be responsible for changes to the Project resulting from changes in local or applicable codes or changes in interpretation thereof by authorities having jurisdiction. Mechanical Engineering design for environmental conditioning shall be designed in accordance with ASHRAE and local applicable standards subject to the conditions above; however, EXP shall not be responsible to perform tests of existing systems, outdoor/indoor air quality, building material performance (existing or new), nor other similar environmental conditions having an effect on air quality.

**15. LIMITATION OF LIABILITY.** Client recognizes the inherent risks, rewards, and benefits of the Project. Accordingly, Client agrees that, to the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless EXP from and against any claims, damages, losses, costs, injuries, and expenses, including attorney's fees, (hereinafter 'Claims') arising out of the Project hereunder excepting from the indemnity and hold harmless obligation only those claims or portions thereof which are determined by a court to arise from the negligence of EXP. **IN NO EVENT SHALL CLIENT BE ENTITLED TO OBTAIN FROM EXP, ITS AGENTS, REPRESENTATIVES, OFFICERS, EMPLOYEES, OR INDEPENDENT CONTRACTORS, 'DAMAGES' ARISING FROM EXP'S BREACH OF THIS AGREEMENT, OR FOR ITS FAILURE TO PERFORM ITS SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE PROVIDED FOR HEREIN, IN EXCESS OF FIFTY THOUSAND DOLLARS OR THE TOTAL FEE AMOUNT PAID BY CLIENT, WHICHEVER IS LESS. "Damages"**

as used herein, shall include tort damages, contract damages, strict liability damages, liquidated damages, economic losses, penalties, fines and attorney's fees. No Claims shall be made more than two years after substantial completion of the Project.

**16. SOFTWARE WARRANTY.** EXP warrants that with respect to software it has created and supplies under this contract, if any, that for a period of six (6) months after installation the software will perform in material conformance with the specifications agreed to in the statement of work. In the event of a breach of this warranty, Client shall promptly notify EXP in writing of the perceived defect and provide EXP with access to the software. This warranty will not apply to the extent the defect is caused by a modification of the software by Client, the failure of Client's system or third-party software not embedded in EXP's software. In the event that EXP determines that it has, in fact, breached any of its warranties, EXP shall either (a) correct the defect; (b) replace the software without charge; or (c) refund to Client the portion of its fees associated with the software. With respect to software developed by a third party, if permitted by the third party, EXP will pass-through whatever warranty it receives from third party to Client. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, SUCH OTHER WARRANTIES BEING SPECIFICALLY DISCLAIMED BY EXP.**

**17. APPLICABLE LAW.** The rights and obligations of the parties under this contract shall be interpreted in accordance with and governed in all respects by the State of Illinois

**18. TERMINATION OR CANCELLATION.** This contract may be terminated by either party upon seven days prior written notice. In the event of termination, EXP shall be compensated by Client for all Services performed up to and including the termination date, including reimbursable expenses, and/or the completion of such Services and records as are necessary to place EXP's files in order and/or protect its professional reputation. In the event of bankruptcy or insolvency of Client or if the financial condition of Client at any times does not, in the judgment of EXP, justify continuance of the work, EXP shall be entitled to cancel this contract and receive reimbursement for its reasonable and proper cancellation charges.