

April 29, 2026

625 Forest Edge Drive - Vernon Hills, IL 60061

847.478.9700 GHA-Engineers.com

Tad Spencer
Director, IT
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

Re: **Proposal for Professional Geospatial Services**
GIS Services Renewal 2027 - 2029
Orland Park, IL
GHA Proposal No. 2026.G014

Dear Contact:

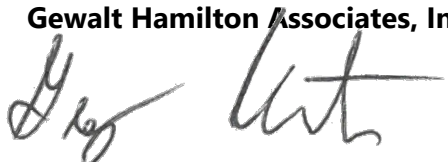
Gewalt Hamilton Associates, Inc. (GHA) has partnered with the Village of Orland Park for several years to plan, implement, and continuously advance the Village's GIS program. Beginning with the original GIS Assessment and Strategic Plan, GHA has worked closely with Village leadership and staff to modernize the GIS platform, migrate and standardize core datasets, and develop web and mobile applications that support day-to-day operations, interdepartmental coordination, and public transparency.

Following the successful implementation of the Strategic Plan, GHA has served as Orland Park's ongoing GIS services provider; acting as an extension of Village staff to maintain system performance, manage data quality, support departmental workflows, and respond to emerging operational needs. This work has included continued system optimization, application enhancements, data updates, user support, and coordination with Development Services, Engineering, Public Works, IT, and other departments.

GHA's deep familiarity with Orland Park's GIS environment allows us to work efficiently, proactively identify improvement opportunities, and provide consistent institutional knowledge. This continuity of service minimizes onboarding time, reduces risk, and ensures that the GIS program continues to function as a core enterprise system supporting Village operations and decision-making.

Should you have any questions or if we can be of additional assistance, please feel free to call me at **847.821.6265** or email me at GNewton@GHA-Engineers.com. We look forward to continuing our work with you and the Village.

Sincerely,
Gewalt Hamilton Associates, Inc.



Gregory A. Newton, GISP
Director of Geospatial Services

Agreement for Professional Geospatial Services

GIS Services Renewal 2027 - 2029

Village of Orland Park

GHA Proposal No. 2026.G014

625 Forest Edge Drive - Vernon Hills, IL 60061

847.478.9700 GHA-Engineers.com

Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Village of Orland Park has invested in a multi-year effort to plan, implement, and advance an enterprise-level GIS program, beginning with the original GIS Assessment and Strategic Plan and continuing through modernization of the GIS platform, standardization of core datasets, and deployment of web and mobile applications that support daily operations across multiple departments. Under the current engagement, GIS has become a foundational system that supports interdepartmental coordination and enhances public transparency.

As the Village looks ahead to 2027–2029, the focus is on ensuring that this established GIS foundation continues to:

- ➔ **Integrate effectively with enterprise systems**, including the Village’s ERP and EAM platforms, so that asset, work order, and location information remain consistent and accessible across systems.
- ➔ **Maintain high data quality and system performance** as new datasets, users, and applications are added.
- ➔ **Support evolving operational workflows** for Development Services, Engineering, Public Works, IT, and other departments without disrupting day-to-day services to residents and businesses.

To meet these objectives, the Village requires ongoing GIS consulting and administration services anchored in a cloud-based hosting environment that is scalable, secure, and resilient. The next contract term will emphasize:

- ➔ Continued **management and optimization** of the cloud-hosted GIS environment.
- ➔ Ongoing **data maintenance and governance** to preserve the integrity of core enterprise datasets.
- ➔ **Targeted enhancements** to web and mobile applications that streamline field and office workflows.
- ➔ **Preparation and alignment** of the GIS platform to support deeper integration with ERP and EAM initiatives.

GHA’s understanding of the Village’s environment, priorities, and workflows; developed over several years of partnering with Village staff, positions GHA to provide these services efficiently and with minimal implementation risk. We recognize that the Village is not starting a new GIS initiative; it is building on a mature program and needs a partner who can sustain and extend that value in a deliberate, well-coordinated manner.

II. Scope of Services

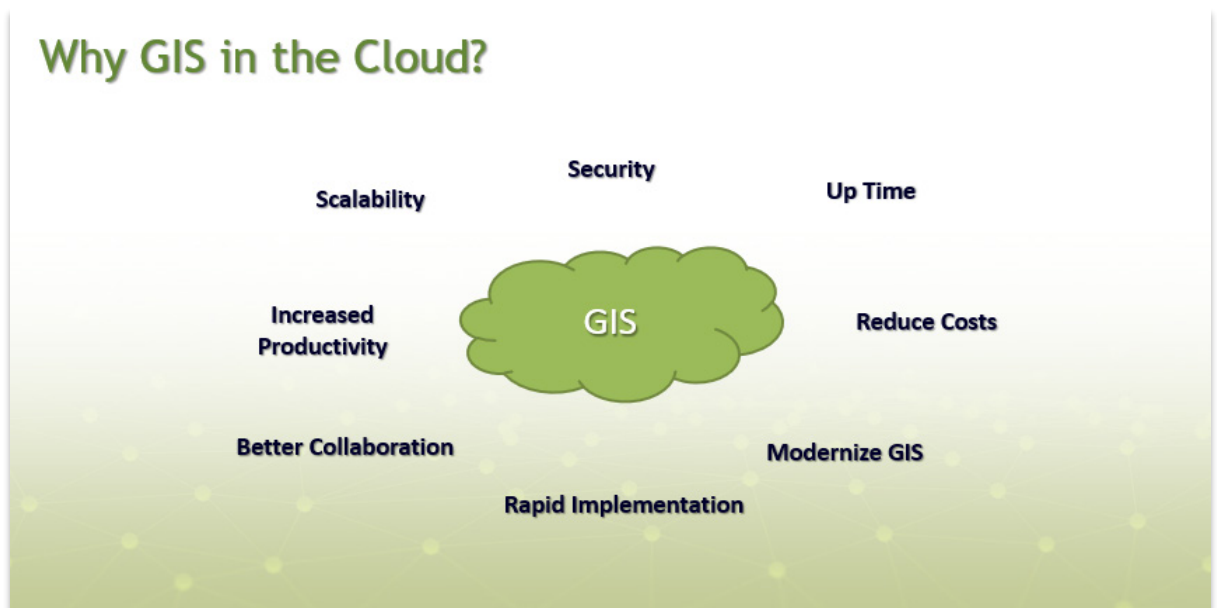
Based on our understanding of the project, we propose the following professional services:

A. Proactive and Reactive GIS Services:

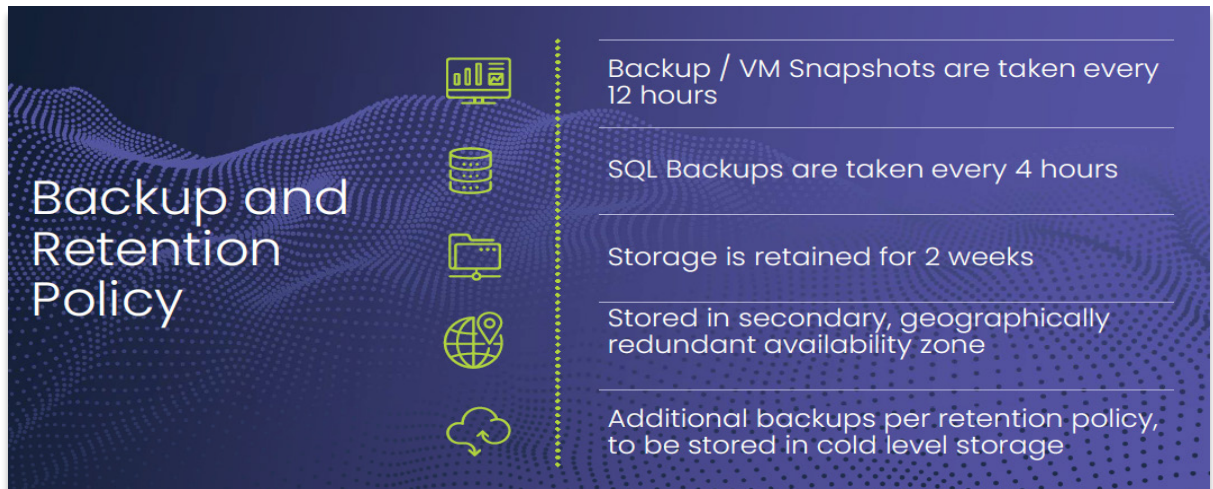
1. **Objective:** To provide continuous GIS support services with service requests, ensuring enhanced service.
2. **Proactive Services:**
 - ✓ Ongoing monitoring and maintenance of GIS infrastructure.
 - ✓ Routine data quality assessments and updates.
 - ✓ Trend analysis and recommendations for system optimization.
3. **Reactive Services:**
 - ✓ Swift response to GIS-related issues and incidents.
 - ✓ Troubleshooting and resolution of GIS service disruptions.
 - ✓ Emergency support for critical GIS operations.

B. GIS Data and Application Cloud Hosting

1. **Objective:** To establish a robust cloud-based hosting environment for the Village's GIS data and applications. Organize existing Village data and migrate to and organized SQL database on GHA's cloud environment.



2. **Features:**
 - ✓ Deployment of GIS applications on AWS cloud servers tailored to the Village's needs.
 - ✓ Scalable infrastructure to accommodate the Village's growing data requirements.
 - ✓ Data redundancy & backup solutions every 4 hours for enhanced disaster recovery.
 - ✓ Combine Village data into a single source compatible with third-party systems as a unified point of truth
3. **Security and Compliance:**
 - ✓ Implementation of robust security protocols, aligning with the Village's specific security requirements.
 - ✓ Compliance with industry-standard data protection regulations, taking into account the Village's data.



C. 3D-Enabled GIS Web Application

- Objective:** To maintain a dynamic web-based GIS application with advanced 3D visualization capabilities, customized for the Village.
- Features:**
 - ✓ Interactive 3D mapping environment with seamless navigation, designed to cater to the Village's needs.
 - ✓ Integration of diverse spatial datasets in 3D format, specific to the Village's data sources.
 - ✓ User-friendly querying and analysis tools with a focus on the Village's unique requirements.
 - ✓ Customizable 3D data layers for specialized applications relevant to the Village's use cases.
- Ongoing Maintenance:**
 - ✓ Regular updates, bug fixes, and performance enhancements tailored to the Village's operational needs.
 - ✓ Integration of additional 3D data sources as required by the Village.
 - ✓ Testing for cross-browser and device compatibility, considering the Village's technology landscape.



D. Mobile Mapping Support

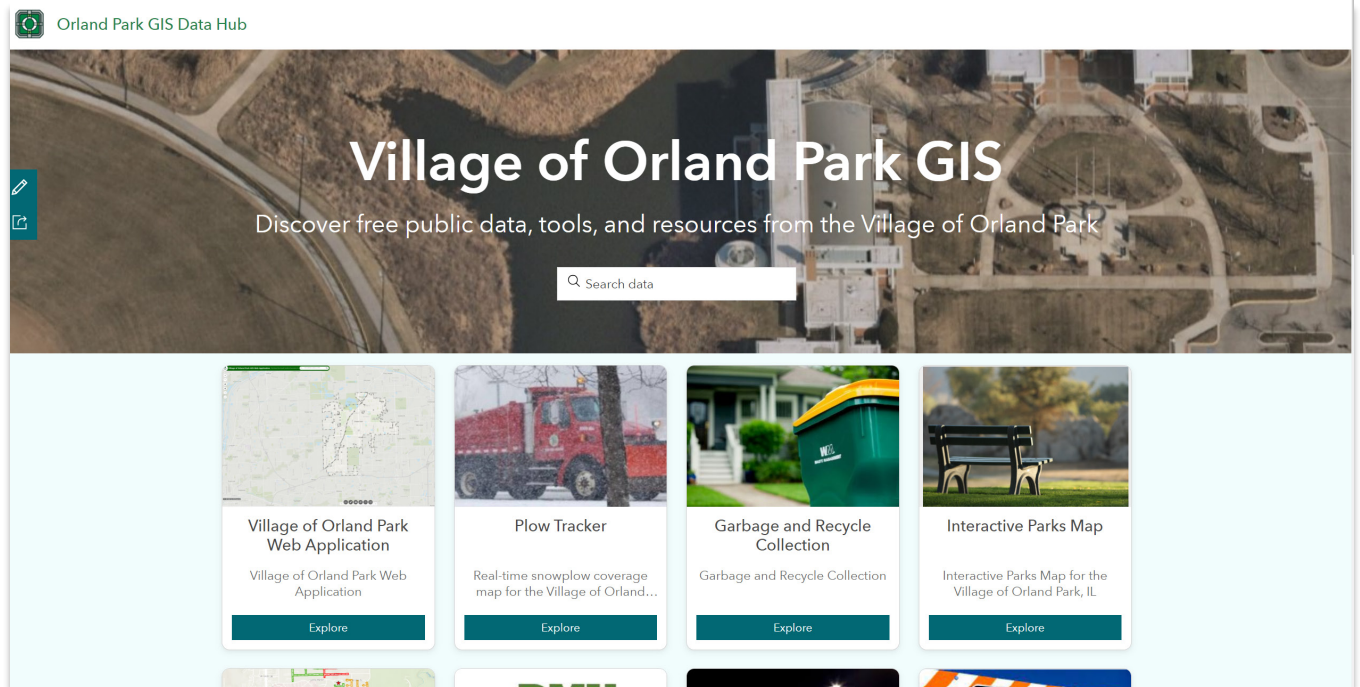
1. **Objective:** To provide mobile mapping capabilities tightly integrated with the ESRI GIS platform, enabling field staff to efficiently collect, update, and visualize geospatial data in real time, customized to the Village's operational needs.
2. **Features:**
 - ✓ Mobile access to GIS maps and data for field data collection, inspections, and updates, aligned with the Village's workflows.
 - ✓ Real-time and offline-enabled spatial visualization of assets, features, and field observations on mobile devices.
 - ✓ Seamless use of existing GIS data layers to provide field context, incorporating the Village's authoritative data sources.
 - ✓ Support for photo capture, GPS location tracking, attribute updates, and field notes directly within ESRI mobile applications.
 - ✓ User authentication and role-based access control configured to the Village's security and access requirements.
3. **Integration:**
 - ✓ Smooth integration with the existing ESRI GIS infrastructure, with attention to the Village's unique configurations.
 - ✓ Compatibility with ESRI ArcGIS tools and services, considering the Village's specific toolset.
 - ✓ Synchronization of data between GIS and Work Order System, with the Village's workflows in mind.



E. Public-Facing GIS Hub

1. **Objective:** To maintain a user-friendly platform for public access to select GIS data and applications, customized for the Village.
2. **Features:**
 - ✓ Intuitive interface for public users with customizable map displays designed to meet the Village's preferences.
 - ✓ Search functionality for locating specific spatial information based on the Village's unique datasets.
 - ✓ Data download options (where applicable) with appropriate access controls, respecting the Village's data policies.

- ✓ Integration with social media and sharing functionalities aligned with the Village's communication strategies.
3. **Security and Privacy:**
- ✓ Implementation of access controls to protect sensitive information, in line with the Village's privacy requirements.
 - ✓ Compliance with relevant privacy and data protection regulations, with consideration for the Village's policies.



III. Additional Considerations – Infrastructure and Cost Justification

On-Premise Infrastructure Lifecycle Costs

The Village's existing on-premise ArcGIS Enterprise environment requires periodic hardware refreshes to remain supported by Esri and Microsoft. Based on current ArcGIS Enterprise 12.x system requirements and typical municipal workloads, a like-for-like hardware refresh would include four production servers (GIS Server, Portal, GeoEvent Server, SQL Server), enterprise storage, and backup infrastructure.

Typical on-premise replacement costs include:

- ✓ Server hardware (4 production servers): \$28,000 – \$40,000
- ✓ Enterprise storage / SAN or equivalent: \$8,000 – \$15,000
- ✓ Backup and disaster recovery hardware: \$3,000 – \$6,000
- ✓ Estimated one-time capital cost: \$39,000 – \$61,000

These costs do not include internal IT labor for procurement, setup, patching, monitoring, and long-term maintenance, nor do they include future refresh cycles, which typically occur every 5–6 years.

In addition to capital costs, the Village continues to incur annual software and maintenance expenses regardless of hosting model.

Ongoing Annual Software Costs (On-Prem or Cloud)

ArcGIS Enterprise licensing is subscription-based under Esri's user agreement. The licensing model and associated costs differ significantly depending on whether the Village maintains its own on-premise Enterprise environment or leverages the Consultant's cloud-hosted ArcGIS Enterprise.

If the Village Maintains Its On-Premise ArcGIS Enterprise

Under an on-premise model, the Village is responsible for maintaining both ArcGIS Enterprise server-level licenses and named user licenses. Typical annual licensing costs include:

- ✓ ArcGIS Enterprise (Standard): \$10,000 – \$15,000 per year
- ✓ ArcGIS GeoEvent Server: ~\$5,500 per year
- ✓ Named User Licenses (Creators/Viewers – typical municipal distribution): \$6,000 – \$8,000 per year

Estimated annual ArcGIS licensing cost (on-prem): \$22,000 – \$28,000

These licensing costs are incurred in addition to all on-premise infrastructure expenses, including hardware procurement, refresh cycles, maintenance, power, cooling, backups, and internal IT staff time.

If the Village Transitions to the Consultant's Cloud-Hosted ArcGIS Enterprise

When leveraging the Consultant's cloud-hosted ArcGIS Enterprise environment, the Village would no longer maintain its own ArcGIS Enterprise server infrastructure or server-level licenses. The Consultant's enterprise environment provides the ArcGIS Enterprise platform, including servers, GeoEvent capabilities, upgrades, and operational management.

To remain compliant with Esri's licensing requirements, the Village would retain a limited set of ArcGIS licenses focused on user access and administration, rather than server ownership. Typical annual licensing costs under this model include:

- ✓ Named User Licenses (Creators/Viewers): \$6,000 – \$8,000 per year

Estimated annual Village ArcGIS licensing cost (cloud): \$6,000 – \$8,000

Under this approach, the Village avoids:

- ✓ Annual ArcGIS Enterprise server licensing costs
- ✓ ArcGIS GeoEvent Server licensing costs
- ✓ All hardware and infrastructure lifecycle costs tied to an on-premise deployment

Cloud-Hosted ArcGIS Enterprise Considerations

Migrating to a cloud-hosted ArcGIS Enterprise environment eliminates the need for capital hardware refreshes while maintaining full Esri Enterprise functionality. In a cloud deployment:

- ✓ Server infrastructure costs shift from capital expenditures (CapEx) to predictable operating expenses (OpEx).
- ✓ The Village avoids \$40,000–\$60,000+ in immediate hardware replacement costs.
- ✓ Compute, storage, and backup costs scale based on actual usage rather than peak sizing.
- ✓ Infrastructure patching, hardware failures, and platform availability are significantly reduced as operational risks.

A typical cloud-hosted ArcGIS Enterprise environment equivalent to the Village's current 4-server on-prem configuration generally results in:

- ✓ Lower upfront costs (near \$0 CapEx)

- ✓ Comparable or lower long-term total cost of ownership over a 5-year period
- ✓ Improved scalability and faster recovery in the event of system failure

Risk, Scalability, and Long-Term Value

Remaining on-premise requires future capital reinvestment and ongoing lifecycle management as Esri and Microsoft deprecate older operating systems and platforms. A cloud deployment:

- ✓ Reduces long-term technology obsolescence risk
- ✓ Allows the Village to scale resources incrementally rather than over-provisioning hardware
- ✓ Aligns with modern IT best practices for business continuity and system resilience

Summary Cost Comparison (High-Level)

Category	On-Premise Enterprise	GHA Cloud Enterprise
Infrastructure Cost	\$39,000 - \$61,000 (One Time)	\$6,600 - \$7,200 (Annual hosting fee)
Annual GIS Licensing	\$22,000 - \$28,000	\$6,000 - \$8,000
Hardware Refresh Cycle	Every 5-6 years	Not required
IT Maintenance Burden	Medium	Not required
Scalability & Flexibility	Limited	High

This comparison demonstrates that moving to a cloud-hosted ArcGIS Enterprise environment allows the Village to avoid immediate capital expenditures, stabilize long-term costs, and reduce operational risk while maintaining full GIS capabilities.

IV. Services not Included

The following tasks are not included in our scope of services:

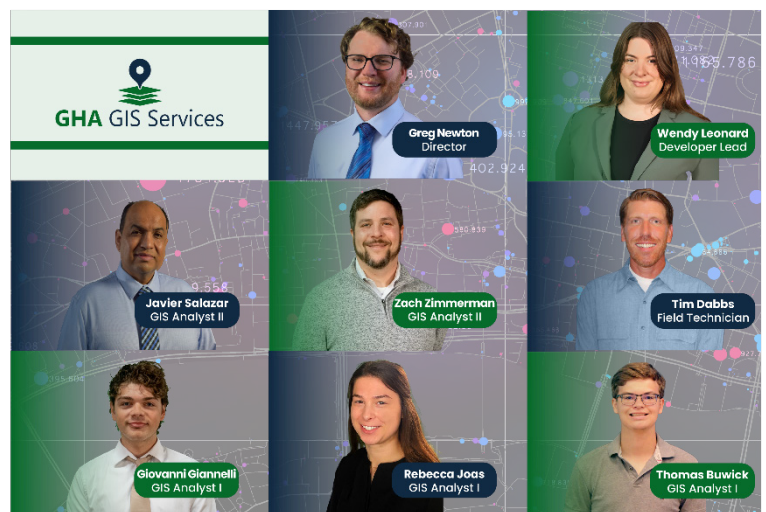
- Investigation or physical location of underground utilities;*
- Construction staking or any construction phase services;*
- Review fees or utility locate fees.*

V. Project Schedule

The project's scope and pricing will be in effect from January 1st, 2027, to December 31st, 2029. We will work diligently with the Village to meet project milestones and deadlines, as reasonably identified by the Village.

VI. Key Personnel

Ms. Wendy Leonard, GISP will serve as the Project Manager and be the primary contact for the duration of this project. Mr. Gregory Newton, GISP will serve as the Client Liaison and provide executive oversight for the duration of this project. Additional technical and professional staff will provide support as needed.



VII. Compensation for Services

Based upon the scope of services noted above, GHA proposes a time and materials not to exceed fee as follows:

Service	2027 Fee Estimate	2028 Fee Estimate	2029 Fee Estimate	Total Fee Estimate
Proactive and Reactive GIS Services	\$185,000.00	\$192,000.00	\$199,000.00	\$576,000.00
GIS Data and Application Cloud Hosting	\$ 6,600.00	\$ 6,900.00	\$ 7,200.00	\$ 20,700.00
Maintain 3D-Enabled GIS Web Application	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 11,100.00
Mobile Mapping Support	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 11,100.00
Maintain Public-Facing GIS Hub	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 3,700.00
Total Estimated Fee	\$200,000.00	\$207,500.00	\$215,100.00	\$622,600.00

Reimbursable expenses, including items such as photos, postage, mileage, messenger services, printing, etc., will be billed directly to the Client without markup.

For any additional services beyond those outlined in Section II: Scope of Services, the Client shall pay GHA in accordance with the attached GHA Hourly Rates.

Invoices will be submitted on a monthly basis, and will detail services performed. Statements of GHA charges made against a project are submitted to Clients on a monthly basis. This permits the Client to review the status of the work in progress and the charges incurred.

VIII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

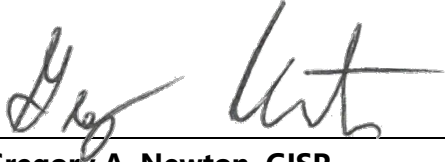
The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Village of Orland Park



Gregory A. Newton, GISP
Director of Geospatial Services

Date: April 29, 2026

George Koczwara
Village Manager

Date: _____

Enc.: Attachment A
GHA Hourly Rates

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$5.5 million or the amount of GHA's paid fees for its services on the project, whichever is greater.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2026

The following rates will remain in effect until December 31, 2026,
at which time they are subject to an annual increase:

PRINCIPAL	\$285.00	ENGINEER TECHNICIAN V	\$220.00
SENIOR PROJECT MANAGER II	\$270.00	ENGINEER TECHNICIAN IV	\$180.00
SENIOR PROJECT MANAGER I	\$235.00	ENGINEER TECHNICIAN III	\$160.00
PROJECT MANAGER II	\$215.00	ENGINEER TECHNICIAN II	\$135.00
PROJECT MANAGER I	\$190.00	ENGINEER TECHNICIAN I	\$100.00
ENGINEER VI	\$235.00	LANDSCAPE ARCHITECT	\$190.00
ENGINEER V	\$210.00		
ENGINEER IV	\$195.00	DATA MANAGER	\$170.00
ENGINEER III	\$180.00	DATA TECHNICIAN III	\$160.00
ENGINEER II	\$165.00	DATA TECHNICIAN II	\$140.00
ENGINEER I	\$155.00	DATA TECHNICIAN I	\$110.00
LAND SURVEYOR IV	\$225.00	CAD MANAGER	\$240.00
LAND SURVEYOR III	\$185.00	CAD TECHNICIAN III	\$165.00
LAND SURVEYOR II	\$164.00	CAD TECHNICIAN II	\$135.00
LAND SURVEYOR I	\$144.00	CAD TECHNICIAN I	\$110.00
GIS TECHNICIAN IV	\$200.00	ADMINISTRATIVE II	\$120.00
GIS TECHNICIAN III	\$170.00	ADMINISTRATIVE I	\$100.00
GIS TECHNICIAN II	\$140.00		
GIS TECHNICIAN I	\$120.00	ACCOUNTING MANAGER	\$210.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$210.00	ACCOUNTING II	\$150.00
ENVIRONMENTAL RESOURCE SPECIALIST III	\$185.00	ACCOUNTING I	\$140.00
ENVIRONMENTAL RESOURCE SPECIALIST II	\$160.00		
ENVIRONMENTAL RESOURCE SPECIALIST I	\$145.00		

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.