



January 29, 2026

Ms. Jennifer Rooks – Lopez, CPRP, ASLA, LEED AP  
Director of Planning and Land Protection  
Forest Preserve District of Kane County  
1996 South Kirk Road  
Geneva, IL 60134

**RE: Proposal for Restoration Design Services**

Chicago Premium Outlets • Kane County, IL

Dear Ms. Rooks - Lopez,

On behalf of V3 Companies, Ltd., we are pleased to submit this proposal for Professional Restoration Design Services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto, which set forth the contractual elements of this agreement, will constitute the entire agreement between Forest Preserve District of Kane County (CLIENT) and V3 Companies, Ltd. (V3) for services on the Chicago Premium Outlets Restoration project.

**PROJECT UNDERSTANDING**

The Chicago Premium Outlets Restoration project (PROJECT) focuses on the natural areas of the Chicago Premium Outlet property. It is our understanding that the wetland areas to the north and south of Bilter Road have been impacted by unstable hydrologic conditions caused by wildlife activity and/or site erosion. The varying changes in site hydrology are the result of impacts to the original outlets and berms that were designed to establish normal water levels / depths.

V3 performed a site visit with CLIENT staff to understand the challenges and significant maintenance efforts currently being performed by CLIENT. The goal is to identify site improvements that will stabilize onsite hydrology while minimizing maintenance activities. It is our understanding that proposed improvements will maintain the originally designed NWLS and/or overflow elevations so the originally designed and permitted floodway/floodplain compensatory storage should not be impacted.

The scope of services detailed below in each Task will be provided by V3 (CONSULTANT).

**COMPENSATION**

DESCRIPTION	TASK NUMBER	NOT TO EXCEED FEE ESTIMATE
<b>DATA COLLECTION</b>		
Site Survey	1	\$7,200
<b>DESIGN</b>		
Final Engineering Design	2	\$25,700
<b>PERMITTING</b>		
Permit Documentation	3	\$6,400
<b>TOTAL PROJECT NOT TO EXCEED FEE</b>		<b>\$39,300</b>

<b>MISCELLANEOUS EXHIBITS</b>		
<b>EXTENT OF AGREEMENT</b>		
<b>V3 STANDARD BILLING RATE SCHEDULE</b>		
<b>GENERAL TERMS AND CONDITIONS</b>		

The above fees are “hourly not to exceed” and the fee will be based on the hours expended on the tasks by V3 employees multiplied by V3’s Billing Rates attached hereto. The fee listed is a cap that will not be exceeded without prior authorization of the client.

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.

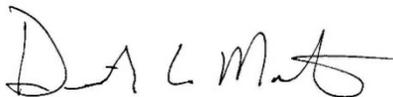
In addition to the professional services fees set forth above, V3 shall be compensated for 100% of reimbursable expenses such as printing, postage, messenger service, travel, mileage and tolls to/from meetings and other similar project-related items. This reimbursable expense is incorporated within the “not to exceed” value.

CLIENT will be invoiced monthly for Professional Services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the Project through construction.

If CLIENT or other interested parties request digital files of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,  
V3 COMPANIES, LTD.



Derrick Martin, P.E., CFM  
Floodplain and Stormwater Management Group Leader

Accepted For:  
FOREST PRESERVE DISTRICT OF KANE COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## INVOICE INFORMATION

**PREFERENCE:**

Receive by Email

Receive by Mail

Both

Purchase Order # (If Applies)

\_\_\_\_\_

Important Accounting Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEND INVOICE TO:**

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_



## TASK 2 | FINAL ENGINEERING DESIGN

Based on an evaluation of the site survey, existing vegetation, and other site constraints, V3 shall prepare an initial conceptual restoration plan alternative and associated cost estimate that identifies how the originally designed NWLs can be restored to the correct elevation with control structures that require less on-going maintenance. Since the proposed improvements will not change NWL or HWL, it is anticipated that no modeling and/or floodplain calculations will be required.

Once a proposed solution is accepted by CLIENT (including access routes, limits of disturbance, restoration approach, etc.), V3 will prepare final engineering plans and a cost estimate for the project. The final engineering plans will show all grading changes, storm infrastructure improvements, details, restoration measures, quantity / pay item list and general specifications. The final plans will incorporate CLIENT's comments, standard details, and any restoration specific design details. The construction documents will feature special provisions as needed to supplement the IDOT specifications and CLIENT's boilerplate contract documents.

## TASK 3 | PERMIT DOCUMENTATION

Per definition of DEVELOPMENT in the Kane County Stormwater Ordinance, development does not include:

- E. Maintenance of existing Stormwater Management Measures (e.g. sediment removal, shoreline stabilization, etc.), to restore to or improve: 1) the permitted function and condition, or 2) if completed prior to the Effective Date of this Chapter, the verifiable constructed function and condition.

Since the proposed improvements are not considered development, it is our understanding that a wetland delineation is not required and associated wetland permitting is not applicable.

However, the Ordinance requires a Stormwater Management Permit if there is any floodplain on the site. As such, it is anticipated that an application, project overview, plan set, performance security (unless CLIENT has agreement), maintenance schedule and record drawings will be required.

V3 will work with Kane County and/or City of Aurora to provide the required permit documentation.

Since the existing site is part of a permitted mitigation area, any maintenance activity should be covered by a non-report nationwide permit 3. V3 will provide the appropriate documentation for CLIENT's project file (no submittal to USACE). Similarly, all the proposed work in the regulatory floodway should be covered by IDNR-OWR's Regional Permit 3, which will be documented for CLIENT's project file.

## EXTENT OF AGREEMENT

This agreement is for site-related evaluation and design within the natural areas of the project site. Should additional services or improvements be required beyond the boundaries of the natural areas, the services associated with those improvements will be the subject of a separate agreement. Furthermore, this agreement does **not** include services for:

- Public meetings or presentations to CLIENT board.
- Planning or landscape architecture services.
- Hydrologic or Hydraulic modeling of any kind.
- Bid assistance services.
- CCDD services.
- Site Tree Survey.
- **Please note that V3 can provide many of the services outlined above should they be required.**



**V3 COMPANIES  
BILLING RATE SCHEDULE**

(Rates effective January 1, 2026 through December 31, 2026)

<b>Description</b>	<b>Hourly Rate</b>	<b>Description</b>	<b>Hourly Rate</b>
Principal	\$ 265.00	Project Landscape Designer III	\$ 160.00
Senior Resident Construction Manager	\$ 260.00	Landscape Designer III	\$ 160.00
Chief Estimator	\$ 255.00	Project Surveyor III	\$ 150.00
Senior Project Manager	\$ 250.00	Construction Technician IV	\$ 150.00
Director, Field Operations (CG)	\$ 250.00	Construction Representative II	\$ 145.00
Survey Crew	\$ 245.00	Planner I	\$ 145.00
Senior Estimator	\$ 245.00	Landscape Architect II	\$ 145.00
Senior Survey Project Manager	\$ 235.00	Project Landscape Architect II	\$ 145.00
Resident Construction Manager II	\$ 230.00	Project Scientist I	\$ 145.00
Superintendent	\$ 230.00	Field Technician (ER)	\$ 145.00
Senior Administration	\$ 230.00	Civil Designer II	\$ 145.00
Resident Engineer II	\$ 230.00	Project Surveyor II	\$ 145.00
Senior Crew Chief	\$ 225.00	Construction Technician III	\$ 145.00
Estimator II	\$ 220.00	Construction Manager II (CG)	\$ 145.00
Union One Man Survey Crew	\$ 220.00	Project Landscape Designer II	\$ 145.00
Administration VII	\$ 220.00	Landscape Designer II	\$ 145.00
Senior Project Construction Engineer	\$ 220.00	Project Surveyor I	\$ 140.00
Project Manager II	\$ 215.00	Senior Design Technician	\$ 140.00
Resident Construction Manager I	\$ 210.00	Technician III	\$ 140.00
Field Operations Manager (ER)	\$ 210.00	Restoration Superintendent	\$ 140.00
Senior Ecologist	\$ 210.00	Operator III	\$ 140.00
Senior Ecological Restoration Project Manager	\$ 210.00	Project Planner II	\$ 135.00
Survey Project Manager II	\$ 210.00	Planning Technician III	\$ 135.00
Administration VI	\$ 210.00	Landscape Architect I	\$ 135.00
Project Construction Engineer II	\$ 210.00	Project Landscape Architect I	\$ 135.00
Project Manager I	\$ 205.00	Design Technician III	\$ 135.00
Survey Project Manager I	\$ 200.00	Construction Technician II	\$ 135.00
Project Construction Engineer I	\$ 200.00	Scientist III	\$ 135.00
Ecological Restoration Project Mngr II	\$ 200.00	Senior Estimating Technician	\$ 135.00
Senior Project Designer	\$ 200.00	Project Landscape Designer I	\$ 135.00
Estimator I	\$ 200.00	Landscape Designer I	\$ 135.00
Administration V	\$ 200.00	Construction Representative I	\$ 130.00
Resident Engineer I	\$ 210.00	Project Planner I	\$ 130.00
Senior Project Engineer	\$ 200.00	Administration III	\$ 130.00
Senior Construction Representative	\$ 195.00	Civil Designer I	\$ 130.00
Project Designer II	\$ 190.00	Construction Manager I (CG)	\$ 130.00
Ecological Restoration Project Manager I	\$ 190.00	Technician II	\$ 130.00
Project Engineer II	\$ 190.00	Senior Survey Technician	\$ 130.00
Construction Administrator III	\$ 190.00	Construction Administrator II	\$ 130.00
Senior Planner	\$ 185.00	Planning Technician II	\$ 125.00
Project Engineer I	\$ 180.00	Design Technician II	\$ 125.00
Senior Landscape Architect	\$ 180.00	Construction Technician I	\$ 125.00
Senior Project Landscape Architect	\$ 180.00	Scientist II	\$ 125.00
Project Designer I	\$ 180.00	Estimating Technician II	\$ 125.00
Senior Project Landscape Designer	\$ 180.00	Operator II	\$ 125.00
Senior Landscape Designer	\$ 180.00	Project Ecologist	\$ 120.00
Planner III	\$ 175.00	Planning Technician I	\$ 115.00
Senior Project Scientist	\$ 175.00	Field Ecologist III	\$ 115.00
Senior Construction Technician	\$ 170.00	Design Technician I	\$ 115.00
Administration IV	\$ 170.00	Scientist I	\$ 115.00
Construction Representative V	\$ 170.00	Technician I/Intern	\$ 110.00
Planner II	\$ 160.00	Administration II	\$ 110.00
Landscape Architect III	\$ 160.00	Field Ecologist II	\$ 110.00
Project Landscape Architect III	\$ 160.00	Construction Administrator I	\$ 110.00
Project Scientist II	\$ 160.00	Estimating Technician I	\$ 110.00
Civil Designer III	\$ 160.00	Operator I	\$ 110.00
Construction Technician V	\$ 160.00	Field Ecologist I	\$ 105.00
Construction Representative III	\$ 160.00	Administration I	\$ 90.00
Construction Representative IV	\$ 165.00		



## V3 COMPANIES, LTD. (CONSULTANT) GENERAL TERMS AND CONDITIONS

### 1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement. CONSULTANT shall not be responsible for the accuracy, completeness, and timeliness of services and information provided by the CLIENT or CLIENT's other consultants.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

### 2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within any Contract Documents prepared by others. It is expressly understood that the uncovering of errors in the plans and specifications prepared by others is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by CLIENT.

### 3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements. If CLIENT disputes all or any portion of an invoice, CLIENT shall notify CONSULTANT within 14 calendar days of the date of the invoice, describe the nature of the dispute, and pay undisputed sums. Thereafter CONSULTANT and CLIENT shall make a good faith effort to resolve such dispute.

CLIENT's obligation to pay for services rendered under this Agreement is in no way contingent upon the CLIENT's ability to obtain financing, zoning, approvals from governmental or regulatory agencies, final adjudication of a lawsuit in which CONSULTANT is not involved, or upon CLIENT's successful completion of the project. No deduction shall be made from any CONSULTANT invoice on account of penalty, liquidated damages or other sums withheld. It is agreed that all expenses incurred by CONSULTANT in enforcing this Agreement or in filing liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees, shall be recoverable from the CLIENT.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

### 4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs. CONSULTANT reserves the right to terminate this Agreement if its services are suspended or the project is dormant for a period of 60 days or more.

### 5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice. If terminated, CLIENT agrees to pay CONSULTANT for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

### 6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total

claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

## **7. REUSE OF DOCUMENTS**

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are Instruments of Service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

## **8. INSURANCE**

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

## **9. DIGITAL TRANSMISSIONS.**

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any non-design document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

For design drawings, construction documents, and reports: due to the unsecured nature of CAD files and other electronic data, and the inability of the originator to establish controls over the use thereof, CONSULTANT assumes no responsibility for any consequences arising out of the use of the data that is transmitted digitally. It is the sole responsibility of the user to check the validity of all information contained herein. The user shall at all times refer to the signed and sealed design drawings or other documents during all phases of the project. The user shall assume all risks and liabilities resulting from the use of this data.

## **10. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

## **11. CONSTRUCTION PHASE SERVICES**

If construction phase services are provided as part of this Agreement, CONSULTANT shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedure, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications. If construction phase services are to be provided to determine the general progress of the work, they shall not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. CONSULTANT maintains the right but not the duty to recommend that CLIENT reject work that does not appear to conform generally to the plans and specifications. CONSULTANT shall not have any liability for recommendations made in good faith.

If Construction Documents are part of this Agreement and construction phase services are excluded from this Contract, CLIENT is responsible for interpreting the Construction Documents and specifications and observing the work of the contractors for general conformance with the Construction Documents. If CLIENT authorizes deviations from the Construction Documents or specifications prepared by CONSULTANT, CLIENT agrees to indemnify, defend and hold CONSULTANTS, its directors, officers, shareholders, partners, or employees, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees, all legal expenses and CONSULTANTS time, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by CONSULTANT.

## **12. INDEMNIFICATION**

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, to the extent caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT, its directors, officers, shareholders and employees harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

## **13. WAIVER OF CONTRACT BREACH**

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

**14. WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION**

CLIENT and CONSULTANT waive all claims to consequential damages for any claims or disputes arising out of or related to this Agreement. In addition, CLIENT and CONSULTANT waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

**15. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the greater of \$100,000 or the total compensation received by CONSULTANT. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract. In no event shall CONSULTANT's liability exceed the proceeds available under CONSULTANT's insurance policies.

**16. NO PERSONAL LIABILITY**

CLIENT and CONSULTANT shall not bring claims or lawsuits against each other's directors, officers, shareholders, employees, subsidiaries, or affiliates.

**17. HAZARDOUS MATERIALS**

The CONSULTANT, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The CLIENT acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

**18. ENTIRE AGREEMENT AND SEVERABILITY**

This Agreement is the entire and integrated agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

**19. NO ASSIGNMENT**

Neither party can assign this Agreement without the other party's written consent.

**20. DISPUTE RESOLUTION AND CONTROLLING LAW**

CLIENT and CONSULTANT agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. If a third party is required, the mediation shall be conducted by an attorney or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally within reason, if needed. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law. In the event mediation or dispute over non-payment or partial payment to CONSULTANT incurs, CLIENT will be responsible for any and all legal fees, interest of late payments, and necessary expenses required to secure rightful payments.

This Agreement is governed by the laws of the state in which the Project is located.