

October 19, 2023
Revised December 11, 2023

Mr. Quincy Bejster, CPRP
Director of Parks
Waukegan Park District
1324 Golf Road
Waukegan, IL 60087

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: **Proposal for Professional Services**
542 McAlister Parking and Site Improvement Conceptual Plans
Waukegan, IL
GHA Proposal No. 2023.SD098

Dear Mr. Bejster,

Thank you for your consideration of Gewalt Hamilton Associates, Inc. (GHA) in providing professional engineering services for site development of the District's new acquisition, 542 S. McAlister Avenue. The goal will be to increase parking and add usable outdoor space for the park district facility to the north. If you have any questions or would like to consider revisions to this proposal, please do not hesitate to contact our office.

If our proposal is acceptable, please sign one copy and return it to our office. We are pleased to have the opportunity to make our services available to you and look forward to assisting you on this project.

Sincerely,
Gewalt Hamilton Associates, Inc.



Brian J. Wesolowski, PE
Director of Site Design Services
BWesolowski@gha-engineers.com

Encl.: GHA Proposal No. 2023.SD098

542 McAlister Design Development Plans
City of Waukegan, Illinois
GHA Proposal No. 2023.SD098

Waukegan Park District (CLIENT), 1324 Golf Road, Waukegan, IL 60087, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Waukegan Park District is interested in developing the residential site, namely 542 McAlister Ave., which is adjacent to the recently acquired Early Learning Center School. These properties are on the southeast perimeter of the district's Roosevelt Park. The addition of 542 S. McAlister is an opportunity to address programmatic needs of the learning center and the 13 acre Roosevelt Park, while preserving the wooded ravine landscape that flanks these properties. It is anticipated that the project will involve a few schematic sketches during the design development phase of the project with a quick approval of one of the schematics to move forward into design and construction documents.

Anticipated uses of the 542 S. McAlister Avenue property include more parking for the learning center, expanded outdoor play/learning space, and possible addition of a condensed-type sport court.

A detailed scope of services is listed below. If you have any questions please do not hesitate to contact our office.

II. Scope of Services

A. Boundary Survey

We will utilize prior surveys provided by the Client and field locate pins, property corners and other monuments. The boundary shown will be established using monuments and building ties as shown on the provided ALTA survey.

B. Existing Conditions Topographic Survey

The survey will meet or exceed the Minimum Standards of Practice as set forth by Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services:

1. Obtain benchmark information (NAVD88) from USGS, Lake County, the City of Waukegan or Trimble VRS Now Network.
2. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the

North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.

3. Establish two (2) permanent site benchmark (s) (i.e. crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
4. Contours will be provided at 1'-0" maximum vertical intervals; error shall not exceed one-half the contour interval.
5. The limits of the topography are as seen on the attached survey limit exhibit boundaries.
6. Spot elevations will be provided on maximum 50-foot grid covering the entire property. Paved areas will have a grid density of approximately 30'. High points and low points will be shown. Overflow routes will also be shown.
7. The survey will show the location of the visible, physical improvements on the site (e.g. structures, fencing, site furniture, walks, curbing, etc.).
8. The location of underground utilities, both observed and from available record information, will be provided, including location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible will be depicted. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field.
9. Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
10. Individual free-standing trees 6" caliper or greater will be shown as deciduous or coniferous. Tagging and species/condition report is not included. Groupings of trees or landscaped areas will be shown in mass.
11. Develop concept opinions of probable cost for the various options for review by the District.

C. Design Development

Upon authorization to proceed, GHA will provide the following preliminary civil engineering services:

1. Assistance to the Client and design team in developing a Preliminary Site Plan;

2. Attend up to two (2) meetings with the Client at project site or at Waukegan Park District offices to discuss project scope and schedule.
3. Preparation of Design Development (DD) plans to include preliminary civil site design and preliminary engineering drawings including onsite grading, parking, stormwater management, sewer and water utilities (if applicable), and any other site amenities needed. It is assumed that we will prepare one set of plans containing both demolition and the proposed improvements.
4. Preparation and submission of a Preliminary Stormwater Management Plan and Report.
5. Consultation with Client as required, including 2 virtual (Teams, etc.) meetings with the Client/design team. Also includes participation in periodic phone conferences with the Client and design team. In addition, GHA shall assist the Client and the design team in the coordination between the civil design and other aspects of the design of the development. Additional meetings shall be considered beyond the scope of services and will be invoiced as an additional service in accordance with the attached *GHA Hourly Rates*;
6. Consultation services to the Client on such issues pertaining to applicable civil site design codes, costs, and quality implications.
7. Coordination with the geotechnical engineering firm with respect to the location of soil borings necessary for the site improvements, the cost of soil borings are not included in our scope or fee.

D. Final Engineering

Upon receipt of an approved final site plan, we will prepare final engineering plans for the on-site improvements that will include the following:

1. Existing Conditions/Demolition Plan showing the existing site conditions from topographic survey and any site items requiring removal and/or abandonment.
2. Geometric Plan providing geometry of proposed curb and gutter, ancillary equipment pads, and site lighting improvements based upon property corner locations provided on the boundary survey; signage and pavement marking plan indicating lane and parking stall striping, stop bars and directional arrows; and regulatory and directional freestanding signage.
3. Grading Plan showing existing contours and spot elevations. This plan shall include proposed pavement spot elevations and contours throughout site. Rim elevations and spot elevations at site will also be provided.
4. Utility Plan showing the required storm, sanitary, and water supply improvements. If applicable, GHA will coordinate with the Architect for

building/site utility connections. Design of dry utility services (electric, gas, telephone, cable, etc.) to the project will be by others. Design of the water supply well, well housing, storage system and all other supply/storage appurtenances will be by the Client's consultant, GHA will coordinate the location of the water supply system with the on-site improvements.

5. Soil Erosion and Sediment Control (SE/SC) Plan with applicable notes and SE/SC details and planting schedules. An NPDES Phase II permit will not be required, as the parcel size is smaller than 1.0 acre.
6. Standard Detail Sheets and General Notes incorporating municipality standards and those of the Client, which do not conflict with the municipality.
7. The plans will be prepared on a 22" x 34" format as required by most review agencies for civil engineering improvements.
8. All work will be done in AutoCAD format.
9. Basic services include consultation with the Client as required via telephone, e-mail, fax, and hard copy documentation. Attendance at one (1) meeting is included, additional meetings will be invoiced in accordance with Section V: Compensation for Services of this proposal.
10. Prepare one final engineers opinion of probable cost for the project.

E. Permitting & Regulatory Coordination & Bidding

Upon completion of the final engineering plans, GHA will submit plans and permit applications to the City of Waukegan.

1. Submit permit drawings and stormwater reports to the City of Waukegan for engineering permit approval. We anticipate the Park District will be coordinating with the City for all zoning related matters for the project.
2. Upon approval of the permit our office will prepare specifications for the project (front end documentation provided by the District) and solicit the project through the QuestCDN network for bidding.
3. We will review the bids and provide a letter of recommendation to the District for approval at an appropriate board meeting for a construction contract.

F. Part-Time Construction Observation

Upon commencement of construction, GHA shall assist the Client through the construction phase. Our scope is anticipated to include the following:

1. Attend one pre-construction meeting;
2. Assist with creation of one "for construction" set of drawings, incorporating and identifying addendum items prior to start of construction. Further plan reissuances will be considered an additional service;

3. Review of shop drawings and contractor submittals pertaining to civil site improvements;
4. Coordination with the Design Team throughout the active construction durations providing field orders, change orders, and clarification related to the civil site improvements as needed during construction. Project management through the course of construction is assumed to be 1 hours per week during the 6 week active construction period (on average);
5. Observation and written reports regarding construction materials, methods, and practices at key points during the construction process. A total of 6 site visits, approximately two hours each, during construction are included. It is assumed that a total of 6 weeks of active site construction will be incurred; some weeks requiring more attention and others less. If additional site visits are required, they will be provided on a time-and-material (T&M) basis as an additional service;
6. Upon completion of construction, we will coordinate a final inspection of the work with the Client, prepare a punchlist of civil related items, and issue a final opinion for the work. GHA anticipates two punchlist site visits.
7. Review and comment on contractor-provided close out documents related to the civil site improvements, including warranties, manuals, and as-built drawings.

III. Engineering Staff

Brian J. Wesolowski, P.E., will serve as the Project Manager and Janet Cherbak, Landscape Architect IV, will serve as the project architect. Additional professional and technical staff will provide support as needed.

IV. Compensation for Services

Based upon the scope of services, GHA proposes a fee breakdown as shown below.

Phase	Cost
Boundary Survey	\$1,000.00
Topographical Survey	\$2,750.00
Design Development	\$8,250.00
Final Engineering	\$9,250.00
Permitting & Bidding	\$4,200.00
Part-Time Construction Observation (T&M NTE)	\$11,408.00
Total Professional Fee	\$36,958.00

Reimbursable expenses, including items such as printing, mileage, messenger service, record documents and other non-technical project related expenses, will be billed to the Client at cost.

Additional services requested and authorized by the Client, beyond those outlined in Section II: Scope of Services, will be billed on a time-and-materials (T&M) basis in accordance with the attached GHA Hourly Rates.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made.

V. Services Not Included

Any service not enumerated in Section II. Scope of Services, including, but not limited to the following, is not included in this proposal/agreement. These services may be provided at the request of the Client as an additional service. GHA will provide the Client with an estimate of the additional work scope and request authorization to proceed prior to commencing additional services.

1. Boundary survey, ALTA/NSPS Land Title Survey, As-built surveys, or other surveying services not specified in Section I. Scope of Services;
2. Geotechnical engineering services;
3. Environmental testing or environmental engineering services;
4. Engineering services required by revisions to the referenced site plan(s);
5. Preparation of multiple bid set plans or phased plans beyond those noted;
6. Meetings with public officials, agencies, or architects
7. Attendance at or preparation for public hearings or testimony at City Council, Plan Commission, or County Engineering meetings;
8. Permit fees or review fees;
9. Design of off-site roadway extension and/or off-site studies;
10. Retaining wall, structural tank, or other designs requiring the services of a structural engineer;
11. Gas, electric, telephone, or other public utility service design;
12. Preparation and submission of an environmental and/or wetland investigations, wetland mitigation and/or preservation, and tree identification (by an arborist);
13. Site lighting design
14. Construction layout, administration, or testing services.
15. Coordination with IDOT and/or County; Conditional Use Permit preparation of exhibits and attendance at meetings
16. Exploration of zoning changes that may be necessary for the project to move forward.

VI. 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.

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.

GHA, Inc. 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.

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.

Waukegan Park District



Brian J. Wesolowski, PE
Director of Site Design Services

Quincy Bejster, CPRP
Director of Parks

Date: _____

Date: _____

Enc.: Attachment A
GHA Hourly Rates

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2023

The following rates will remain in effect until December 31, 2023, at which time they are subject to an annual increase:

PRINCIPAL	\$ 260.00
CIVIL ENGINEER VI	\$ 230.00
CIVIL ENGINEER V	\$ 218.00
CIVIL ENGINEER IV	\$ 202.00
CIVIL ENGINEER III	\$ 180.00
CIVIL ENGINEER II	\$ 170.00
CIVIL ENGINEER I	\$ 148.00
LAND SURVEYOR IV	\$ 200.00
LAND SURVEYOR III	\$ 165.00
LAND SURVEYOR II	\$ 145.00
LAND SURVEYOR I	\$ 135.00
GIS PROFESSIONAL III	\$ 190.00
GIS PROFESSIONAL II	\$ 156.00
GIS PROFESSIONAL I	\$ 148.00
ENVIRONMENTAL CONS. I	\$ 138.00
ENGINEERING TECHNICIAN V	\$ 210.00
ENGINEERING TECHNICIAN IV	\$ 160.00
ENGINEERING TECHNICIAN III	\$ 142.00
ENGINEERING TECHNICIAN II	\$ 125.00
ENGINEERING TECHNICIAN I	\$ 95.00
ACCOUNTING II	\$ 182.00
ACCOUNTING I	\$ 125.00
ADMINISTRATIVE I	\$ 88.00

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

**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 will 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 \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

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.