



September 16, 2025

Mr. Will Lacey, Director
Danville Park and Recreation
49 North Wayne St.
Danville, IN 46122

RE: Danville Recreation Impact Fees Update 2025

Danville Parks and Recreation • Danville, IN

Dear Mr. Lacey,

On behalf of V3 Companies, Ltd., we are pleased to submit this scope of services for Professional Services. If you find this agreement 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 Danville Parks and Recreation (CLIENT) and V3 Companies, Ltd. (V3) for services on the project known as **Danville Recreation Impact Fee Update 2025 (PROJECT)**.

PROJECT UNDERSTANDING

The Town of Danville, over the last several years, has experienced new growth through the promotion of quality of life to the citizens of Danville. The parks system carries a high quality of parks and open space, recreation programs and facilities for the use and enjoyment of the community. Danville draws many people, families, students, and businesses to study, live, work and play.

With the projected growth by the Town, the task of maintaining and expanding the recreation infrastructure will continue to be a challenge to fund and develop. The State of Indiana has developed a State Code (IC #36-7-4-1300) permitting municipalities to create a Recreation Infrastructure Impact Fee to shift part of the cost of new and expanded park facilities from the community at large to the new developments that are generating the need for those new and expanded facilities. Impact fees, however, cannot be used to finance improvements needed to overcome existing deficiencies in park facilities.

1. The legislation stipulates that:

- An Impact Fee Advisory Committee be appointed.
- An Impact Fee Zone be established.
- An Infrastructure Improvement plan be prepared.
- An Impact Fee Review Board be appointed.
- An Impact Fee be determined.

2. The process of this study includes the following steps:

- Establish an Impact Fee Advisory Committee to assist V3.
- Define the Impact Zone (the area of which the impact fee will serve).

- Update the current population of the impact zone and forecast 10-year projections. Also apply the same to the housing types and building permits history and related 10-year forecasts.
- Update the current infrastructure inventory of recreation elements, facilities, etc. and determine the current level of service.
- Review and update the recreation standards for elements and determine community level of service.
- Based on the community level of service, calculate the current deficiencies, using the current population, and the future infrastructure needs based on ten (10) year population projections.
- Determine the costs and funding strategies for current recreation deficiencies and future population needs. (Note: Recreation Impact Fees cannot be used to fund current deficiencies).
- Establish the Recreation Impact Fee for the Town based on projected growth and community level of service. [RIF FORMULA: RECREATION IMPACT FEE = IMPACT COSTS (MINUS) NON-LOCAL REVENUES (MINUS) IMPACT DEDUCTIONS (DIVIDED BY) 10-YEAR NEW RESIDENTIAL BUILDING PERMITS].
- Prepare a Zone Improvement Plan.
- Recommendations to the Park Board and the Plan Commission.
- Ordinance for Town Council's Review and Adoption.

Recreation Impact Fees will be projected for a ten (10) year period. The impact fees (via ordinance) may not be collected for more than five years without another review and update of the infrastructure improvement plan.

The V3 Team proposes delivering these services through the following phases outlined in the table below and in detail in Exhibit A.

COMPENSATION

Professional Services	Scope Exhibit	Fee
D00 – Recreation Impact Fee Update 2025 Services: Development Impact Fee Study: Landscape Architecture	EXHIBIT A	\$41,500.00
Reimbursables (Z99)		\$2,500.00

Miscellaneous Exhibits	Scope Exhibit	
CLIENT RESPONSIBILITIES	EXHIBIT B	
EXTENT OF AGREEMENT	EXHIBIT C	
V3 STANDARD BILLING RATE SCHEDULE	ATTACHED	
GENERAL TERMS AND CONDITIONS	ATTACHED	

If and when 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 110% of reimbursable expenses such as printing, postage, messenger service, travel, mileage and tolls to/from meetings and other similar project-related items.

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 completion.

We appreciate the opportunity to be of service to the Town of Danville. If you have any questions or comments concerning this Contract, please contact us. If the terms are acceptable, please sign and return as authorization to proceed.

MISCELLANEOUS CONTRACTUAL ITEMS

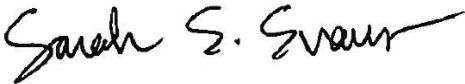
The fee and completion schedule stated herein is valid for 30 days from the date of this proposal. If the 30 days has expired, V3 reserves the right to renegotiate the fee and/or completion schedule with the CLIENT.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.


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.



Sarah Evans, PLA, ASLA
Landscape Architecture Group Leader



Charles F. Lehman, PLA, ASLA, FRSA
Landscape Architect, Strategic Planning Advisor

Accepted For:
Town of Danville Park Board

By: _____

Title: _____

Date: _____

INVOICE INFORMATION**PREFERENCE:**☐ Receive by Email☐ Portal Submission☐ Other: _____Purchase Order or other Client Reference # (If Applicable)
_____Important Accounting Notes:

_____Specific Date Invoice must be received to be included in Monthly Payment Cycle:
_____**SEND INVOICE TO:**

Attention: _____

Company: _____

Address: _____

Email: _____

Phone: _____

IF PERSON ABOVE IS NOT IN ACCOUNTING, PROVIDE NAME AND CONTACT INFORMATION FOR ACCOUNTS PAYABLE BELOW (A COPY OF INVOICES WILL BE SENT TO A/P)

Attention: _____

Company: _____

Address: _____

Email: _____

Phone: _____

V3's Preferred method of Payment is Automated Clearing House (ACH)US ACH information:V3 Companies, Ltd.
Providence Bank & Trust
630 E 162nd Street
South Holland, IL 60473
Routing #: 071926375
Account #: 425042388Send remittance email to: AR@v3co.comChecks can be mailed to:V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, IL 60517

Please Indicate how payment will be made:

☐ ACH☐ Check

EXHIBIT A | Scope of Services

RECREATION IMPACT FEE UPDATE 2025: LANDSCAPE ARCHITECTURE

The Recreation Impact Fee Update 2025 will work through the required planning scope for the project update following the State Statute's requirements and the needs of the CLIENT and the community needs. In order to accomplish this, the V3 team anticipates the following tasks during this phase:

1. **Recreation Impact Fee Advisory Committee** – V3 will assist the CLIENT in establishing an appointed Recreation Impact Fee Advisory Committee as defined by the Indiana Code. This will include not less than five (5) and not more than ten (10) members with at least forty percent (40%) of the membership representing the development, building, or real estate industries. It is recommended that representation of the Park Board, Town Plan Commission, Town Council and Town staff also be part of this Advisory Committee. V3 has valued for up to three (3) work sessions / meetings with the Advisory Committee.
2. **Recreation Impact Fee Zone** – Determination of the Recreation Impact Fee Zone will be one of the first orders of business with the Advisory Committee and V3. It is recommended that the Zone be made up of the same area under planning oversight of the Town. This will include areas outside of the Town Limits (surrounding Townships). This Zone will be documented on a CAD generated base map that will be used as part of this study.
3. **Population Trends and Projections** – Determination of the changes in population of the Impact Fee Zone since the 2020 Census documenting population trend changes and projecting a ten-year population forecast. The 2020 Census information along with Town/County information will be used for this analysis.
4. **Building Development Trends and Projections** – The CLIENT will provide V3 with historic residential building statistics for the last five to ten years. This information will be broken into residential type (single family, multi-family apartments, condos, duplexes, mobile homes, etc.). V3 will work with the Town's Planning and Economic Development Departments in the projections of population changes in the coming decade.
5. **Recreation Infrastructure Inventory** – Conduct an inventory of current recreation components that will make up the recreation infrastructure for this study. Information will be coordinated from that noted in the Park and Recreation Five-Year Master Plan. Discussion will also focus on what new recreational components should be added to this listing to further enhance the recreation infrastructure of the system. These new components could include indoor recreation amenities, aquatics, trails and pathways, extreme sports, maintenance centers, etc. These added components will also be inventoried.
6. **Recreation Infrastructure Standards** – Development of Recreation Standards will be discussed and established by the Advisory Committee and V3. Current recreation standards from the Park Master Plan will be reviewed and possibly revised through this study. New standards will be established for new recreation components. Further planning and study may be required (as part of this Agreement) to examine the feasibility and application of new recreation components and their related standards for the Town of Danville.
7. **Infrastructure Inventory and Deficiency Analysis** – With the defined infrastructure improvement zone V3 will review the findings of the current Park and Recreation Master Plan to confirm the inventory of park and recreation facilities, the park and recreation facility standards (i.e. how much land, or facilities, per person is deemed standard for the Town), and the analysis of current surpluses or deficiencies based on the current populations and the infrastructure inventory. The population growth projections for the next 5 and 10-year periods for the Town will be analyzed and applied to the park and recreation facility standards to determine projected surpluses or deficiencies. It should be noted that recreation impact fees cannot be used to finance improvements needed to overcome existing deficiencies in park facilities.

8. **Infrastructure Improvement Plan and Impact Fee Established** – The final product of this study will be the recreation infrastructure improvement plan which examines the existing park facilities and determines the costs to (A) overcome existing deficiencies and (B) meet future needs according to community level of service standards. The accumulated costs for future deficiencies will determine the established recreation impact fee.
9. **Assistance in the development of Town Ordinance** – V3 will work with the Town leadership and legal counsel in the drafting of the new recreation impact fee ordinance.
10. **Public Presentations** – V3 anticipates meeting with the Park Board, Plan Commission, and Town Council to provide in-progress and final presentations of this study and recommendations. Up to four (4) meetings have been valued for in this Agreement. If additional meetings or presentations are requested such services will carry an additional service fee.
11. **Impact Fee Review Board** – As required in the Indiana Code, the Town will establish an Impact Fee Review Board, consisting of citizens, as part of the Impact Fee's implementation. The Indiana Code requires that this Board include one real estate broker and one professional engineer, both licensed in the State of Indiana, and one certified public accountant.
12. **Review by a Professional Engineer** – The state code requires that the Recreation Impact Fee Study its process, its findings, recommendations and documentation be reviewed by an Indiana Professional Engineer. Such services typically are provided by the designated Town Engineer. It is assumed that this arrangement will apply in this study.

Tentative Time Schedule

The following time schedule is tentative yet can be used as a guide. After our initial meeting a more defined time schedule can be established.

TIME	ACTIVITY	NOTES
1. October 2025	Contract approval and the start of data collection. Establish coordination benchmarks with the Town's Comprehensive Strategic Plan Study. Establish Infrastructure Advisory Committee, establish base maps, and define the impact fee zone.	Negotiate Agreement and Scope of Services
2. November 2025	Meeting with the Client Team, establish goals and objectives, define work tasks and schedules. Review the existing inventory of recreation infrastructure and population projections, data analysis, clarify recreation standards for Danville.	Monthly Progress Report
3. December 2025	Work session with the Advisory Committee to discuss findings and impacts of proposed developments. Analyze the deficiencies studying both current and future deficiencies.	Monthly Progress Report
4. January – February 2026	Prepare recreation infrastructure cost estimates; generate the recreation infrastructure improvement plan along with the determined recreation impact fee.	Monthly Progress Report... Identify priorities, costs, and funding options.
5. February – March 2026	Finalize the Recreation Impact Fee Study, present to the Park Board, Plan Commission, and Town Council with recommendations and the administrative next steps. Ordinance Approval and Adoption.	Presentation Meetings

EXHIBIT B | Client's Responsibilities

The CLIENT will be responsible for the following during the Project's Process:

1. Assemble members, following the guidelines of the State Code, to serve on the Recreation Impact Fee Advisory Committee to work with V3.
2. Provide coordination for planning data exchange between V3 and the other consulting teams working on Town planning studies.
3. Provide site plans, aerial photographs, zoning plans, CAD formatted street plans, GIS plans, utility plans, current and future zoning plans, anticipated development plans, annexation plans and strategies, etc. for V3's use in preparing necessary base maps of all of the study areas.
4. Provide the Current Town boundaries and Comprehensive Land area mapping all in CAD (.dwg) format with layers of streets, current zoning, future zoning, water features, floodplain limits, existing and proposed alternative transportation routes, and other relative planning layers.
5. Provide the Subdivision locations and names with the quantity of available new residential units in each existing development. Also provide the New / Proposed Residential Developments with their names, quantities and type of residential units in each development. If available from the developer, provide their schedule for development implementation.
6. Details of any proposed Annexation strategies and/or plans that would include current residential developments, related zoning, implementation time schedules, etc.
7. Collect the inventory of current recreation infrastructure within the Parks System and the recreation infrastructure that are not part of the park system but facilities that could have public access and could be considered part of the current level of service to the community.
8. Information from previous years of development history including data on residential building permits for all residential types going back as far as 10 years.
9. Share with V3 statistical information on the current and proposed/planned residential developments of the Town and the forecasts of potential residential development areas projected to occur within and around the Town.
10. Copies of the Town's Comprehensive Plan and Growth Strategies, Town and Township infrastructure plans, Development Corridor Plans, Zoning and Growth / Annexation Plans, previous five-year budgets for the Parks, in particular the Department's Capital Improvement activities.
11. Arrange for and establish times and meeting locations for the Advisory Committees and V3.
12. Existing development strategies carried forward, by the Town, regarding the trails, pathways, development and planning, etc.
13. Since V3 is not a legal advisor nor an attorney, the CLIENT will be responsible for any legal interpretation of State Code IC #36-7-4-1300 as it applies to the Town of Danville in the formation and implementation of related recreation impact fee ordinance and any related updates.

EXHIBIT C | Extent of Agreement

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

1. Survey Services such as Construction Staking, Record Drawing preparation, Plats of vacation, off-site topography, or Plats of easement dedication.
2. Archaeological or environmental consulting services.
3. Structural engineering services of any kind including the design of site retaining walls, any stairs on-site or the design of underground stormwater detention facilities.
4. Design services, modeling, or permitting associated with work within any existing floodplain or floodway. Based on available information it appears that floodplain is not present on the site.
5. Wetland mitigation design or permitting services. The scope of this Agreement assumes that wetlands are not present on site.
6. Services resulting from any significant modifications to the site plan by CLIENT or Owner after V3 has received authorization to proceed with a specific phase of work and has prepared its initial computer layout of the site.
7. Modifications to the plan that are a result of wetlands being discovered on the site after the initial plans are prepared.
8. Preliminary Engineering or Final Engineering for offsite roadway or utility improvements. Those services will be the subject of a separate proposal once the scope of work is defined, if applicable. No improvements to the adjacent roads are anticipated or included in the scope of this agreement at this point.
9. Revisions to the Final Engineering Plans based on modifications to the site plan, building, utilities or grading after obtaining final approvals from the municipality and other governing agencies.
10. Pump Station design for water, stormwater, or wastewater. It is assumed that wet utilities can be connected to via gravity and that utilities are available along the property frontage.
11. Design of foundation drainage or building underdrain systems.
12. Traffic Signal design services, Intersection Design Studies, and other Traffic Engineering studies beyond what is described on Exhibit C.
13. Gas, electric, and telephone service design for the proposed building. V3 will include the location of these utilities on the Civil Engineering drawings for purposes of coordination only, if the information is provided to us. The CLIENT will be responsible for providing the necessary information to the applicable utility companies for coordinating service to the site. If requested, V3 can assist with dry utility coordination as an Additional Service.
14. Photometric and electrical engineering design for site lighting, including circuiting and details for conduits and light pole foundations. V3 will indicate the location of light poles (as provided by others) on the civil engineering drawings for purposes of coordination with underground utilities.
15. Geotechnical design or construction testing services
16. Preparation of signage or way-finding plans and details.

17. Site inspections or documentation associated with maintaining the Stormwater Pollution Prevention Plan (SWPPP).
18. Management and monitoring of existing or new naturalized BMP areas constructed with this project.
19. LEED consulting services, preparation of calculations and completion of LEED templates and registration of the project with the U.S. Green Building Council.
20. V3 may be required to produce documents and emails as part of a court ordered subpoena. Requests of this nature are beyond the control of V3 and are specifically not included in this contract. V3 will notify the CLIENT of any request received on behalf of this contract, and will invoice the CLIENT for time and materials in accordance with the Additional Services and Reimbursables sections of this contract.
21. Services associated with preparation for, and attendance at public meetings with applicable public agencies in excess of the number of meetings specifically included in the above scope of services, or services required in connection with obtaining zoning approvals.

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, 2025 through December 31, 2025)

<u>Description</u>	<u>Hourly Rate</u>	<u>Description</u>	<u>Hourly Rate</u>
Principal	265.00	Project Surveyor III	145.00
Director	250.00	Construction Technician IV	145.00
Chief Estimator	245.00	Project Landscape Designer III	145.00
Senior Project Manager	240.00	Project Landscape Architect II	140.00
Director, Field Operations (CG)	240.00	Project Scientist I	140.00
Survey Crew*	235.00	Field Technician (ER)	140.00
Senior Estimator	235.00	Civil Designer II	140.00
Senior Survey Project Manager	225.00	Project Surveyor II	140.00
Resident Construction Manager II	220.00	Construction Technician III	140.00
Resident Engineer II	220.00	Construction Representative II	140.00
Restoration Superintendent	220.00	Construction Manager II (CG)	140.00
Senior Administration	220.00	Planner I	140.00
Superintendent	220.00	Project Designer I	135.00
Senior Crew Chief	215.00	Project Surveyor I	135.00
Senior Project Construction Engineer	210.00	Senior Design Technician	135.00
Estimator II	210.00	Technician III	135.00
1 Man Union Crew	210.00	Operator III	135.00
Project Manager II	205.00	Project Landscape Designer II	135.00
Field Operations Manager (ER)	200.00	Project Landscape Architect I	130.00
Senior Ecologist	200.00	Design Technician III	130.00
Senior Ecological Restoration Project Manager	200.00	Construction Technician II	130.00
Survey Project Manager II	200.00	Scientist III	130.00
Resident Construction Manager I	200.00	Senior Estimating Technician	130.00
Project Construction Engineer II	200.00	Planning Technician III	130.00
Project Manager I	195.00	Project Planner II	130.00
Senior Project Engineer	190.00	Civil Designer I	125.00
Ecological Restoration Project Manager II	190.00	Construction Representative I	125.00
Survey Project Manager I	190.00	Construction Manager I (CG)	125.00
Resident Engineer I	190.00	Technician II	125.00
Project Construction Engineer I	190.00	Senior Survey Technician	125.00
Administration V	190.00	Construction Administrator II	125.00
Estimator I	190.00	Administration III	125.00
Senior Construction Representative	185.00	Project Landscape Designer I	125.00
Ecological Restoration Project Manager I	180.00	Project Planner I	125.00
Project Engineer II	180.00	Design Technician II	120.00
Construction Administrator III	180.00	Construction Technician I	120.00
Senior Planner	175.00	Scientist II	120.00
Senior Project Landscape Architect	170.00	Estimating Technician II	120.00
Project Engineer I	170.00	Operator II	120.00
Senior Project Scientist	165.00	Planning Technician II	120.00
Planner III	165.00	Field Ecologist III	110.00
Senior Project Landscape Designer	165.00	Design Technician I	110.00
Senior Project Designer	160.00	Scientist I	110.00
Senior Construction Technician	160.00	Planning Technician I	110.00
Construction Representative V	160.00	Field Ecologist II	105.00
Administration IV	160.00	Technician I/Intern	105.00
Project Landscape Architect III	150.00	Construction Administrator I	105.00
Project Scientist II	150.00	Administration II	105.00
Civil Designer III	150.00	Estimating Technician I	105.00
Construction Technician V	150.00	Operator I	105.00
Construction Representative III	150.00	Field Ecologist I	100.00
Construction Representative IV	150.00	Administration I	85.00
Planner II	150.00	Project Coordinator	85.00
Project Designer II	145.00		

*Time is charged portal to portal

Y:\Proposals & SOQ's\PROPOSAL PIECES_Billing Rates & Terms-Conditions\2025\DRAFT COPIES\2025 Billing Rate Sheet Review



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.