



February 4, 2025

Mr. Jeremiah Varco
Facilities Manager
Lake County – Facilities and Construction Services
18 North County Street – 8th Floor
Waukegan, IL 60085-4334

Re: Lake County – 2025 Upgrade Projects Rev. 1

Dear Mr. Varco:

In accordance with your request on January 3, 2025, we are pleased to submit our proposal to provide Professional Engineering services at the Mundelein Traffic Court, Central Permit Facility, and Division of Transportation for the above referenced project. Based on our conversations and the documentation provided, we propose to provide Consulting Engineering Services as follows.

SCOPE OF PROJECT

We understand that Lake County (hereinafter referred to as the Client) has commissioned the upgrades of various equipment and systems at the following facilities:

- Mundelein Traffic Court (105 IL-83, Mundelein, IL 60060)
- Central Permit Facility (500 W Winchester Rd, Libertyville, IL 60048)
- Department of Transportation (600 W Winchester Rd, Libertyville, IL 60048)

The equipment in the scope has reached its end of useful life and/or is part of a system the Client has determined requires upgrade.

I. Mundelein Traffic Court

The Mundelein Traffic Court is an approximately 7,000 square foot single-story building opened in 2002. The court operates as a division of the Lake County Circuit Court and serves to adjudicate court cases related to traffic violations and minor infractions. The building includes a lobby with security screening for visitors, one courtroom to handle all cases, offices and judge chambers, and other supporting spaces. The Scope of Work for this project is to improve and/or update the Life Safety systems regarding the Fire Alarm system and Fire Sprinkler Riser notification devices. The system shall be updated in accordance with the latest NFPA Life Safety Code(s) and IBC Building Codes. The Scope of Work for this building includes:

1. Replace the entire fire alarm system with new devices and front-end control panel capable of integrating into existing Building Automation System, including:
 - a. Audible and visual alarms
 - b. Pull stations
 - c. Smoke and heat detectors



- d. Fire alarm control panel (relocated to lobby)
2. Review and potential replacement of emergency lighting fixtures
 - a. Provide emergency lighting inverter to eliminate battery-backed emergency lighting fixtures, which could entail the installation of a separate raceway
 - b. New lighting fixtures shall be LED
3. Replacement of the fire riser flow and tamper switches in the mechanical room
4. Addition of a 1KW electric unit heater in the storage room, adjacent to lobby
5. Replacement of existing drop ceiling tiles
 - a. All existing ceiling mounted devices, including air devices, lighting fixtures, etc. to be re-used
 - b. Existing ceiling grid system to be re-used
 - c. New ceiling tile product shall be compatible with existing grid system
 - d. Coordination of mounting new fire alarm devices shall be included in scope

The Client has stated that the new fire alarm system shall be a mass notification system and fully addressable. Additionally, they would like new devices to be ceiling-mounted, in contrast to the existing wall-mounted devices. The Client shall provide EXP with approved manufacturer(s) for fire alarm device specifications.

II. Central Permit Facility ← BAS Not included

The Lake County Central Permit Facility is a two-story building, totaling 64,000 square feet. The building was constructed between 2009 and 2010, providing county services for permitting, inspections, and development.

A server room in the facility's basement contains two rows of server racks. The room is cooled via two (2) 8-ton, suspended CRAC units and a network of supply ductwork and diffusers. The associated condensing units are located outside in a recessed area well on the northwest side of the facility. Two, two-pipe refrigerant circuits are routed between each suspended interior equipment and exterior condensing unit. The condensate is collected in a common main that discharges to a floor drain in the basement mechanical room.

The CRAC equipment has reached the end of its useful life and has experienced multiple compressor failures. The Client wishes to replace the systems with like or smaller equipment based on the findings of the initial engineering work. The Scope of Work includes:

1. Coordinate with the facility staff to determine the current and future rack requirements of the space.
2. Provide two options for possible reconfiguration of the server racks and CRAC unit type (such as floor-mounted).
3. Review the potential for down-sizing of equipment based on future IT loads.
4. Explore the possibility of moving the condensing units out of the recessed well and placing them on grade level, such as the existing bike rack concrete pad.
5. Revise the electrical services as required to accommodate the new HVAC system.
6. Upgrade and revise the existing Sequence of Operation and controls modification for the new HVAC system.

III. Department of Transportation

← BAS Not included

The Lake County Department of Transportation campus is a centralized hub responsible for managing the transportation infrastructure and services of the county. The campus contains several buildings, including an administrative building, traffic management wing, maintenance garage, vehicle storage, salt dome, vehicle storage, fueling station, and more. The Client has identified areas that require upgrades and/or improvements.

TRAFFIC MANAGEMENT CENTER (TMC)

The Traffic Management wing is one-story, roughly 4,225 square feet, and located on the southeast corner of the facility. The main Traffic Management Center lies in the center of the wing, with supplemental rooms bordering it in all directions. These consist of offices, restrooms, corridors, a mechanical room, server room, and more. Most of the HVAC equipment that serves the wing was installed around 2004.

The wing is served by three (3) 4-ton Reznor furnaces located in the mechanical room, which contain gas heating and DX cooling. The associated condensing units are located on equipment pads outside the west exterior door of the mechanical room. The refrigerant lines are routed below grade between the condensing unit and furnace. Outside air is introduced via a common penthouse louver. The conditioned air is supplied from the furnaces out to the rooms, with zone dampers providing further control. Air is returned from the spaces to either the unit or relieved through a louver on the south wall of the mechanical room.

There also are two (2) 3-ton Liebert air conditioning units in the mechanical room. Their associated condensing units are located adjacent to the furnace condensing units and the refrigerant lines are routed below grade. One of the Liebert units supplies air to the server room, directly east of the mechanical room. The other unit provides additional air to the Traffic Management center.

Finally, there exists a 2.2 BHP boiler and associated pump that provides heating hot water to radiant baseboard heaters in the exterior offices and cabinet heater in the vestibule.

The Scope of Work for this area includes:

1. Replace the (3) furnaces and (2) Liebert units, along with their associated condensing units,
2. Remove the small TMC boiler and tie the existing heating hot water distribution service into the existing main Fulton boiler system.
3. Revise the existing supply air and return air duct systems accordingly. Most of this work is expected to occur within the mechanical room.
4. Revise the electrical services as required to accommodate the new HVAC system.
5. Upgrade and revise the existing Sequence of Operation and controls modification for the new HVAC system
6. Any ductwork or control work on the floor

DESIGN DEPARTMENT OFFICES

On the south side of the second-floor administrative building there exists the design department consisting of an open office and three west-facing exterior offices. The spaces are served by three (3) 6-ton packaged rooftop units located on the roof above and are outfitted with DX cooling and natural gas heating. The equipment has reached the end of useful life and the Client would like them replaced, with the option of consolidating into fewer units investigated. Associated work with the equipment controls and electrical service, along with any modifications to the existing ductwork, is also included in the scope.

IT OFFICES

On the north side of the administrative building roof, there exists a 3-ton packaged RTU with DX cooling and natural gas heating. This unit is ducted down to the second floor below and serves the two east-facing IT offices, along with the east end of the file room. The equipment has reached the end of useful life, and the Client has requested for the system to be replaced.

EXP shall examine the different options for replacing the system. The unit can either be replaced in-kind or an existing system can be used to serve the space. AHU-1 is a 7,500 CFM VAV air handling unit adjacent to the existing RTU. One option would be to tap off AHU-1's main supply duct, install a new VAV box with reheat, and serve the space that the RTU currently serves.

Associated work with the equipment controls and electrical service, along with any modifications to the existing ductwork, is included in the scope.

GENERATOR (STUDY)

South of the Heavy-Duty Shop, there exists a continuous standby generator for the administrative building and garage shops. The generator is rated for 300 kW / 375 kVA at 120 / 208 V, 3 PH, and 60 Hz. The equipment is mounted on a concrete pad and housed in an outdoor enclosure. The Client has noted three issues regarding the generator:

1. Age of equipment
2. Proximity to garage door
3. Exhaust air blows towards RTU intakes above Design Department

Due to these concerns, the Client is looking into the options for replacing and relocating the generator. They have requested that EXP conduct a feasibility study, which shall include:

- Review code requirements regarding the generator
- Evaluate existing and future loads tied to the emergency power system with facility personnel
- Review site for generator relocation options
- Review fuel storage / run time requirements
- Provide a description of Scope of Work including, but not limited to:
 - Install new 300 kW (to be confirmed with load evaluation) gen-set with integral fuel oil belly tank at new location
 - Trench and provide new conduit and conductors for generator
 - Provide new concrete housekeeping pad and screen wall around generator
 - Update control start / stop strategy accordingly
 - Minor site civil modifications
- Provide an Opinion of Probable Cost (OPC) for the recommended solution

SCOPE OF BASIC SERVICES

For the project described above, EXP shall provide the following professional engineering services for the work indicated below:

Mundelein Traffic Court

- Architectural
- Mechanical
- Electrical
- Fire Alarm
- Revit Modelling

Central Permit Facility

- Mechanical
- Controls
- Electrical
- Revit Modelling

Department of Transportation

- Mechanical
- Controls
- Electrical
- Structural
- Revit Modelling

Assessment & Concept Design (GENERATOR project only)

- Field Survey Site Visit – One site visit to obtain equipment data, photos, energy data and other relevant information for execution of the project description listed above.
- Owner Meeting – Discussion with Client to gather information surrounding existing emergency power system and site requirements.
- Feasibility Evaluation – Complete tasks listed above related to new generator design concepts.
- Preliminary Concept Design – Define a concept design plan that provides a solution to the scope of work defined above. This includes electrical and site requirements.
- Opinion of Probable Cost (OPC) – Develop and prepare budgetary OPC compiled in accordance with industry standard cost estimating guidelines.
- Final Recommendation – Compile and analyze information and prepare summary report of comprehensive design recommendation.

Construction Document Phase Services

- Field Survey Site Visit – One site visit to obtain equipment data, photos, energy data and other relevant information for execution of the project description listed above.
- Owner Meeting – Discussion with Client to gather information surrounding HVAC systems, including building usage, zoning, loads, and more
- Construction Drawings – Provide floor plans, details, and schedules as required for proposed scope of work above

- Scope of work, including the existing building, shall be modelled in Revit. Models shall be shared with Client in 100% issuance package for their use in creating a digital twin of the existing facilities.
- Document Issuances:
 - Mundelein Traffic Court
 - 75% Issued for Owner Review
 - Specifications and Cost Estimate due
 - 100% Issued for Bid / Construction
 - Central Permit Facility & Department of Transportation
 - 50% Design Development
 - Equipment Cut Sheets due
 - 75% Issued for Owner Review
 - Specifications and Cost Estimate due
 - 100% Issued for Bid / Construction

Construction Administration Phase Services

- Pre-Construction Meeting – Attend one virtual pre-construction meeting to mutually agree upon the administrative process
- Shop Drawings and Other Required Submittals – Review and take appropriate action upon receipt of complete and coordinated shop drawings, and other required submittals from the Construction Contractor. These submittals include all major pieces of equipment and related drawings.
- Requests for Information – Answer written contractor generated requests for additional information relating to the content of the Drawings and Specifications
- Field Visit & Punch List - One site survey to witness finished construction and verify all design elements and requirements have been incorporated and completed

The maximum hours for site visits and project meetings included in this proposal is 192 hours including:

- 16 site visits total
 - (2) FTEs per site visit

ADDITIONAL SERVICES

Any services performed by EXP which are not identified above as Basic Services shall be considered Additional Services. The performance of additional services will affect the project schedule and must be agreed to prior to the start of work.

- Architectural services
- Major system/infrastructure modifications relative to supporting trades: Architectural, Electrical, Structural and Fire protection.
- Value Engineering.
- Construction Management & Procurement Services.
- Any services not consistent with the Basic Services described in this proposal or the attached terms and conditions.

SCHEDULE

The Client noted that they will present this proposal to the county board on March 11. We anticipate the start date for our services to begin March 17, 2025. The above outlined scope of work will require a total of eight (8) normal working weeks to complete the design after notification to proceed (NTP). Schedule assumes that all projects are to run in parallel and is subject to change if Client provides different instructions.

COMPENSATION

BASIC SERVICES: For Basic Services as defined above, EXP will be compensated a Lump Sum Fee of **TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$245,000.00)** for completion of the scope indicated. A breakdown of the fees is shown in the table below. Our invoicing will be monthly based on approximate percentage complete relative to the major milestone deliverables outlined in the schedule above.

Project Description	Fee
Mundelein Traffic Court – Fire Alarm	\$55,000
Central Permit Facility – Server Room	\$31,000
Department of Transportation – HVAC Upgrades (TMC, Design Department, IT Offices)	\$137,000
Department of Transportation – Generator (Study)	\$22,000
Total	\$245,000

REIMBURSABLE EXPENSE: The Engineer shall be reimbursed for all incidental expenses incurred in performing the above scope of services. Expenses include, but are not limited to, transportation (including mileage, cabs and parking), out-of-town travel (including transportation, food and lodging). Reimbursable expenses are in addition to the basic service fees indicated above. A reimbursable allowance of **\$2,500** shall be allocated. EXP shall notify the Client if reimbursable expenses are exceeding allowance prior to incurring expenses.

ADDITIONAL SERVICES: For Additional Services as defined above, EXP shall be compensated on the basis of a negotiated Lump Sum and/or terms agreed by the Client and EXP.

TERMS AND CONDITIONS

The attached Terms and Conditions will serve as our agreement upon your signed authorization of the attached Work Authorization. If this proposal meets your approval, please indicate your acceptance of its terms by signing the enclosed copy and returning it to us.

The Principal-in-Charge for this assignment is Jay Ramirez and Jacob Casey will be the primary contact for you and your team.

We welcome the opportunity to work with you and your team on this project and are ready to commence services. Please contact the undersigned at 312.616.7421 to answer any questions you may have or to further discuss how EXP can best serve the needs of Lake County.

Sincerely,




Jacob Casey – Mechanical Engineer
Project Manager



Jay F. Ramirez
Senior Vice President
Science + Technology and Healthcare

Enclosures: Appendix I: Work Authorization
 Appendix II: Terms and Conditions

APPENDIX I WORK AUTHORIZATION

Client Name: ("CLIENT")	Lake County		
Address:	18 North County Street – 8 th Floor Waukegan, IL 60085-4334		
Attention:	Mr. Jeremiah Varco		
Contact Email:	jvarco@lakecountyil.gov	Client ID Number:	
Contact Phone:	847-377-2321	Contact Fax:	
exp US Services Inc. ("CONSULTANT") is authorized to provide services at:			
Project Name:	Lake County – 2025 Upgrade Projects		
Project Location:	Mundelein, Illinois & Libertyville, Illinois		
The services to be performed are limited to: See attached titled: Lake County– 2025 Upgrade Projects Rev. 1, dated February 4, 2025.			
Project Manager:	Jacob Casey		
Charges for the services: \$247,500 Including reimbursable expenses.			
Report Distribution:			
Please return one signed copy of this work authorization as confirmation of your requirement and as your authorization for EXP to proceed.			
TERMS AND CONDITIONS			
Services to be provided in accordance with the Terms and Conditions and Proposal attached. CLIENT'S signature below indicates acceptance of the attached Terms and Conditions and Proposal.			
exp US Services Inc.		Lake County	
<i>Signature:</i>		<i>Signature:</i>	
	<i>I have the authority to bind the company</i>		<i>I have the authority to bind the company</i>
<i>Print Name:</i>	Jay F. Ramirez Senior Vice President	<i>Print Name:</i>	
<i>Project No.:</i>		<i>Project No.:</i>	
<i>Date</i>	February 4, 2025	<i>Date</i>	

All invoices are payable upon receipt. Interest will be charged at 1.5% per month (18% per annum) on any balance after 60 days. The CLIENT acknowledges and agrees that EXP may, at its sole discretion, hold back issuance of final reports or other deliverables until payment of all past due amounts has been received.

APPENDIX II TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** The signing of the Work Authorization form attached to these Terms and Conditions, which together with CONSULTANT's proposal shall collectively be referred to as the Agreement, will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES.** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labor or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT.** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement. Compensation for such services shall be in accordance with CONSULTANT's current Fee Schedule or the terms of the proposal, which do not include applicable taxes. CLIENT shall pay invoices upon receipt. Invoices not paid within sixty (60) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES.** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES.** Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the State of Illinois
8. **STANDARD OF CARE.** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by CONSULTANT.
10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CONSULTANT shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement.

APPENDIX II TERMS AND CONDITIONS

CLIENT and CONSULTANT agree that any legal actions arising directly or indirectly from this Agreement and/or CONSULTANT's performance of the Services shall be filed no later than two years from the date the Services have been performed.

11. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
12. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all documents (including reports, drawings and specifications, and electronic or digital copies) required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT. CONSULTANT hereby grants to CLIENT a non-exclusive right and royalty-free license to use, disclose and reproduce the documents solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
13. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel, may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
14. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. Without limiting the generality of the foregoing, CONSULTANT shall have no liability to the CLIENT or any third party for Mold Related Claims, contaminants, or any other hazardous, dangerous or toxic substance. For the purposes of this section, Mold Related Claims means any claim arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect Mold, Mildew or other Fungus in any form. Mold, Mildew, or other Fungus means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew, or fungus, and includes any and all mycotoxins, spores, scents, or other byproducts that are produced by the above-described groups or substances. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of Mold, Mildew, or other Fungus, contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
15. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
16. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
17. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Illinois.