

**VILLAGE OF ARLINGTON HEIGHTS
PROFESSIONAL SERVICES AGREEMENT
FOR THE VAIL PROMENADE IMPROVEMENT PROJECT**

THIS AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 2024 (**“Effective Date”**) and is by and between the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois home rule municipal corporation (**“Village”**), and **V3 COMPANIES, LTD.**, an Illinois corporation (the **“Consultant”**) (collectively, the **“Parties”**).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant to provide all necessary services and to perform the work in connection with the project described as follows: engineering services related to the refinement of the concept for Vail Promenade and Phase One engineering services for the Vail Promenade project (collectively, the **“Services”**).

B. Services. The Consultant has submitted to the Village a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (**“Time of Performance”**).

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed \$188,506.00 ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

G. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Manager after approval in accordance with applicable procedures.

H. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be

performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* *The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
Attention: _____
E-mail: _____

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Hart M. Passman
E-mail: hart.passman@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, IL 60517
Attention: _____
Email: _____

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Corporate Authorities.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and B attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5, 6, 7, and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

V3 COMPANIES, LTD.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL



July 29, 2024
Derek Mach, PLA
Landscape Planner
Village of Arlington Heights -Department of Planning and Community Development
33 South Arlington Heights Road
Arlington Heights, IL 60005

Subject: Vail Promenade Phase I Engineering Scope of Services and Professional Services Fee

Dear Mr. Mach,

The following is a disposition of the Village's comments related to the scope and fee for the Vail Promenade Phase I Engineering Services.

General Comment:

Phase I elements will be per the Illinois Department of Transportation's (IDOT) Bureau of Local Roads & Streets Policies & Procedures. Designs and studies will be prepared per Village of Arlington Heights and IDOT standards. Not all of features need to be included in the Phase I engineering process for IDOT approval, ie stage placement and design. Our scope and fee includes refining the current concept, providing the Village with additional detail to budget for Phase II engineering (construction documents) and construction, apply for funding and receive IDOT Phase I approval. Enough detail will be provided on the various elements for Village and community consensus, which will allow for an efficient transition into Phase II engineering. The following are responses to Village Scope and fee comments.

Public Works comments for Vail Promenade:

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- Will V3 design or evaluate the Alfresco entrance signs/features?
Response: The intent during Phase I is to evaluate these elements with a preferred concept. Phase II will include the detailed design of the entrance features.
- Will V3 evaluate natural vs artificial turf? If natural turf, the area must have proper subsoil matrix for better drainage.
Response: Yes, additional language has been added to the concept refinement stage. The intent during Phase I is to evaluate these elements with a preferred concept. Two soil borings have been included in the Harmony Park area.

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- Please plan for uplighting as part of the decorative holiday lighting as well as the expanded light ceiling.
Response: The scope has been revised to include uplighting.

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- Evaluate most efficient, maintenance free, way of quick road closures.
Response: The scope has been revised.

Department of Planning and Community Development comments for Vail Promenade:

1. Can the Microstation files be exported to AutoCAD when they are complete?

Response: Yes, the survey and design files can be converted into AutoCAD.

2. Survey

- a. Do the survey limits need to be extended to take into account elements that envisioned with the intersection with Wing Street to the north and Highland Avenue to the west?

Response: The survey limits have been adjusted. It is our understanding that the scope of this work includes the improvements at the Vail/Campbell intersection and to the south to approximately the parking deck entrance, +/- 600 feet of total improvement.

- b. The survey should also include the utilities that are visible.

Response: Yes, visible utilities will be included in our field survey. This may require the Village assisting V3 to call in an actual JULIE locate to have the utilities located in the field.

3. Concept Refinement

- a. Entry feature should include different types of treatment for closing the roads to traffic.

Response: Item 15 includes the evaluation of these treatments.

- b. This can be included in the Concept Refinement and as a separate Phase I design item – Developing concept for a permanent stage or amphitheater.

Response: During concept refinement, the placement of a stage will be evaluated, based on capacity, sight lines, acoustics, lighting, and overall redevelopment of the Park. It will be important to gain Village and community consensus of the stage area prior to providing a scope and fee for detailed design. Detailed construction documents for the stage will be part of Phase II engineering.

4. Geotechnical Investigation

- a. Please make any changes/updates to the amount of testing that may be required based on the change to the survey boundaries.

Response: It is our opinion the four borings included (2 in the pavement and 2 in Harmony Park will be sufficient to evaluate pavement composition, permeability and stability of the Park area. If during Phase I, additional soil information is needed we can include during Phase II.

- b. The proposed borings do not encompass anything outside of the Campbell/Vail intersection. Are any additional borings needed?

Response: We have not included borings outside the project limits. Additional borings can be provided for improvements outside our project limits specific to that assignment.

5. Stage Design –

Response to a and b: During Phase I, we will evaluate placing a stage within the Harmony Park area. The intent of assignment is to provide Phase I engineering through IDOT for funding purposes. Stage design will be an element outside of typical IDOT funding opportunities and therefore we do not foresee including stage design details as part of this process. Our scope and fee includes utilizing the services of our subconsultant, Confluence, to assist with this task. Their scope and fee are provided.

- a. Please add a new element to the scope that will focus on the Stage Design.

- b. The scope should evaluate developing a conceptual location and configuration for a new stage to determine if it is feasible for a permanent stage installation. This should include the appropriate design elements that account for sightlines, acoustics, and cost estimates. The final product will provide the Village enough insight to determine if it is feasible and what detailed design elements would be needed in the Phase II design along with general cost estimates.

6. Meetings and Coordination

- a. Please include additional online meetings included in the budget in order to have some flexibility.

Response: Online meetings are included as part of the overall scope of our services. We will meet online with the Village as needed throughout the project. The scope has been clarified in Item 18.

7. Budget

- a. Everything looks fine. Just need you to review possible change to the survey limits and impacts on borings.

Response: The fee has been adjusted accordingly to the changes in the scope.

- b. Request stage design analysis quote.

Response: The scope of this assignment includes stage placement as part the Harmony Park improvements, concept refinement.

The total hourly, not-to-exceed fee is \$188,506.00. As part of the concept refinement and stage planning aspect we have included direct costs for our subconsultant, Confluence, to assist with this portion of redeveloping Harmony Park. The revised fee includes the additional survey limits, uplighting evaluation and road closure procedures investigation as part of the traffic management plan. If you have any questions regarding our scope and fee, please feel free to contact me at 847.417.0072 or via email at kcorrigan@v3co.com.

Sincerely,
V3 Companies, Ltd.



Kurt Corrigan, P.E.
Vice President of Municipal Services



EXHIBIT A: SCOPE OF SERVICES

Project Description

The Vail Promenade Phase I engineering project includes approximately 600' of streetscape and pedestrian improvements along Vail Avenue and Campbell Street. The work is anticipated to occur within the existing right-of-way and includes improvements to Harmony Park along the east side of Vail Avenue.

The proposed improvement will improve the safety, operations, and access throughout the corridor. Improvements are anticipated to generally include creating a paver street area utilizing concrete pavement, pavers and permeable pavers, traffic calming features, streetscape elements including pedestrian amenities and landscaping enhancements, lighting improvements, gateway features, limited drainage improvements, and implementation of green infrastructure elements.

Phase I elements will be per the Illinois Department of Transportation's (IDOT) Bureau of Local Roads & Streets Policies & Procedures. Designs and studies will be prepared per Village of Arlington Heights and IDOT standards. Plans will be prepared using MicroStation OpenRoads Designer utilizing a workspace from the Illinois Department of Transportation (IDOT).

ARLINGTON HEIGHTS VAIL AVENUE PROMENADE

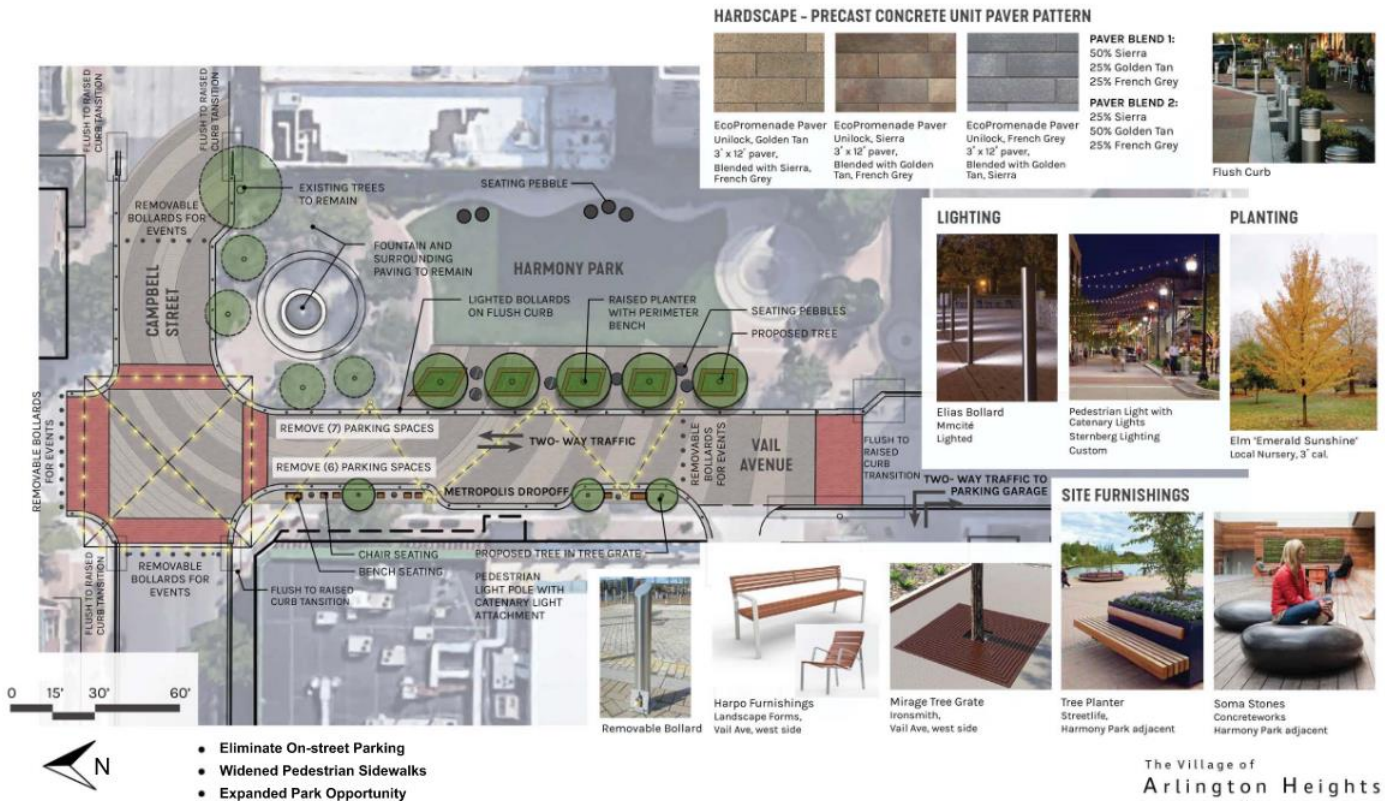




EXHIBIT A: SCOPE OF SERVICES

1 DATA COLLECTION AND REVIEW

DATA COLLECTION

Review and analyze pertinent information for the project obtained from the Village and IDOT. This information will include, but are not limited to the following:

- Geological information if available
- As-built plans of utilities, roadway improvements, buildings or park improvements within the project area
- Accident records for the last five years (coordinate with Village's Police Department)
- Traffic projections (coordinate with CMAP to obtain 2050 projections)
- Existing right-of-way plats, boundaries, and limits
- Utility atlases
- Past studies or reports
- Plans for new developments, if applicable
- Village will provide any available existing plans and/or inspections
- Addresses of properties within the project limits

FIELD VISITS

Perform (2) field visits to the site by design team members.

- Verification of existing conditions and utilities, existing vegetation, existing site furnishings/fixtures, existing pedestrian, bicycle, and transit circulation and infrastructure.
- Pictures of Historical Buildings (buildings constructed before 1983) as required for the submittal of the environmental survey request to IDOT.

MOSAICS

Provide Aerial photographs for the project area from the Nearmap database.

2 TOPOGRAPHIC SURVEY

Perform a full topographic survey of the project area including a detailed right-of-way survey. The survey limits along Vail Avenue shall extend from the south end of the parking deck to 200 feet north of Campbell Street. It will include Campbell Street, 200 feet west of Vail Avenue to Dunton Avenue.

The topographic survey data will be collected using a combination of conventional methods and aerial data collection with the use of a drone. The Topographic Survey services will include the following as outlined in IDOT's survey manual.

- Record a minimum of two (2) permanent benchmarks over the project site. Elevations shall be referenced to the North American Datum of 1988 (NAVD 88). Site benchmarks shall be established at less than 1000-foot intervals. A description of the source benchmark to which the new benchmarks are tied shall be indicated in the survey.
- A contour survey with 1'-0" contour intervals shall be prepared from field spot elevations. Spot elevations obtained in the field shall be of sufficient quantity to generate a contour survey that properly represents the ground surface. Additional elevations shall be indicated on the survey as required to establish accurate profiles



EXHIBIT A: SCOPE OF SERVICES

(including all changes or breaks in grade) and cross-sections of walks, curbs, gutters, pavement edges, and centerlines.

- Finished floor or top of foundation elevation(s) of existing buildings and doorways within the Survey Area.
- Spot elevations shall be shown to the nearest 0.01 foot on all “hard surfaces” and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
- Cross-sections along all roadways shall be taken at 50-foot intervals. Full cross-sections shall be taken at all cross streets, alleys, culverts, and entrances. Grid intervals/profiles of 50 feet shall be taken in all fields for offsite hydraulic work (drainage ditches, streams, etc.). Additional shots shall be taken at all sudden grade break lines.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated.
- Existing improvements, buildings, and surface features shall be located.
- All trees (6 inches in diameter and greater) within the Survey Area shall be located. The trees shall be identified by species and size.
- General outlines of landscaping shrubs and bushes shall be shown.
- Top of curb, flow line, and edge of the pavement, ADA, sidewalk, bike path, etc. elevations of all roadways and streets within the survey area obtained by non-GPS methods.
- Roadway striping of all roadways and streets within the survey area.
- Right-of-way and property lines shall be calculated from existing monumentation in coordination with record maps, plats, and deeds. In addition to the topographic survey, V3 will build right-of-way limits based on the survey documents provided by the Village. We have included 2 title commitments as part of establishing the existing ROW.

The topographic survey shall incorporate information on existing utility systems adjoining or contained within the survey area which is obtained from city departments or utility companies responding to written or verbal requests for utility records through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) Design Stage/Planning Information process and available for the surveyor’s use at the time of the survey.

Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through J.U.L.I.E.’s design stage process, if available. Additionally, V3 will send each utility owner a set of preliminary plans to verify the locations of their facilities. The intent of the design of the project is to avoid impacts to existing utilities to the extent feasible.

2 CONCEPT REFINEMENT

The concept refinement will update the Village’s concept plan (attached) of the Vail Promenade. This will include:

- Evaluating Harmony Park expansion and utilization.
- Landscaped and paved plaza configuration utilizing permeable pavers.
- Evaluate feasibility of potential woonerf, curbless street, concept. This will include traffic calming measures such as a raised intersection and pedestrian areas to create more definable pedestrian areas and crossings.
- Evaluate entry features at the perimeters of the Vail Promenade corridor, intersection of Vail and Campbell, Harmony Park and/or the south end of Vail Avenue.
- Lighting including a potential expanded light canopy.
- Coordination with existing building elevations.



EXHIBIT A: SCOPE OF SERVICES

- Evaluate a variety of street furnishings to be added to the Promenade as part of the concept refinement.
- V3 will produce a rendering of the final concept plan.

The final preferred concept will be detailed in a report, with estimated costs based on the goals of the project and coordination with the Village.

4 ENVIRONMENTAL SURVEY REQUEST AND COORDINATION

Prepare and submit the Environmental Survey Request (ESR) form to IDOT following the ESR Guidelines provided by IDOT, which will include the following exhibits as applicable:

- Location Map
- Aerials exhibits or CADD drawings with anticipated proposed right-of-way
- Photos of all buildings constructed before 1983 (40 years old).
- National Wetland Inventory Maps
- Aerial Map and CADD drawings with anticipated construction limits

Due to the characteristics of the project area and anticipated improvements, it is anticipated that ecological and water resources assessment and noise analysis will not be required. Tree removals for the proposed improvements will be estimated and included in the ESR.

V3 will coordinate with IDOT staff and provide additional information as required. The IDOT Central Office will perform the necessary coordination with the involved environmental and cultural agencies and provide the appropriate results to obtain an inventory of the affected environment and identify any potential issues that the project may need to address as part of required environmental studies.

5 GEOTECHNICAL INVESTIGATION & COORDINATION

V3's sub consultant, Rubino Engineering, Inc., will perform soil borings and pavement cores and prepare a geotechnical report to determine the suitability of the soils for the roadway widening. V3 will coordinate this work with Rubino Engineering, Inc. and utilize it as needed for the design and study of the proposed improvements.

Soil Borings

Four (4) pavement cores/soil borings extended 10' below the existing grade will be drilled as part of our Geotechnical Exploration.

Infiltration Testing

Depending on soil and groundwater conditions revealed in the borings (whether granular soil types are encountered) it may be necessary to perform up to six (6) field infiltration tests. The testing will be per Section 3.0 Volume Control: Managing Stormwater Onsite of the Chicago Stormwater Ordinance Manual (CSOM) by MWRD.



EXHIBIT A: SCOPE OF SERVICES

Geotechnical Report

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, including typed boring logs and a location plan. If field infiltration testing is performed for the site the engineering report will also summarize the results of the field infiltration test data.

See the attached scope from Rubino for further details of the Geotechnical Investigation & Coordination. Coordination with the Village to close parking stalls to perform the work will be necessary. The Village to provide the necessary traffic control devices to close parking stalls.

6 UTILITY EVALUATION

The Village to provide any private and public utility information available. A specific utility meeting will be included to meet with the Village. The Village to coordinate with the business owners entry into the buildings to asses existing utilities as needed.

7 PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA)

V3 will conduct a PESA within the project limits. The PESA will be conducted in accordance with the IDOT's Special Waste Screening Process. Based on this screening, further assessment of the project for special wastes or other regulated substance or contamination may be required. The *IDOT Bureau of Local Roads and Streets Manual*, *A Manual for Conducting Preliminary Environmental Site Assessments for IDOT Highway Projects*, and *ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (Standard E 1527 -13)* will be used as guidance documents for preparing the PESA. The PESA will identify evidence of RECs and potentially impacted properties (PIPs) to determine sections of Project ROW requiring further investigation or sampling for offsite soil disposal. The scope of work for the PESA will include the following:

Environmental Record Review: Review reasonably ascertainable environmental and applicable regulatory information published by local, State, Federal and Tribal agencies and regulatory databases pertaining to sites with known chemical usage, treatment, disposal, and/or operations that pose an environmental risk of impact to the project site.

Historical Record Review: Investigate past land uses through review of available Sanborn fire insurance maps, city directories, historical aerial photographs and topographic maps.

Site Visit: Conduct a site reconnaissance visit to confirm and document the current land use, and record site conditions potentially impacting the project soils. Photos of the project area taken during the site visit will be incorporated into a photo log attached to the PESA Report.

Project Report: V3 will compile all observations and conclusion in a PESA report. The PESA will include photos, figures, and appendices with governmental and regulatory record file review documents.



EXHIBIT A: SCOPE OF SERVICES

8 HYDRAULIC ANALYSIS & LOCATION DRAINAGE STUDY

The preliminary drainage design will address changes to the roadway cross section, which is expected to be modified to incorporate the desired curbless section, likely with drainage towards the street centerline. It is our understanding that the Village has various reports, plans and calculations for drainage/road improvements along Vail Avenue as well as Harmony Park. In addition, as part of a Green Infrastructure grant the Village has preliminary permeable pave calculations. This information will be utilized to as part of our hydraulic analysis and location drainage study.

The preliminary drainage design will also include Green Infrastructure as desired for streetscaping; GI is not expected to be necessary for compliance with local ordinances.

The drainage design will also pursue improvements to the adjacent park, which drains poorly as a result of compacted soils from heavy foot traffic. This may include considering artificial turf with an underdrain system.

The proposed drainage system will connect the new roadway drainage into the existing combined sewer system; this combined sewer system was improved in 2019 and modifications to the existing combined system are not anticipated.

We understand that Vail Avenue serves as the overland overflow route when the upstream sewer system is surcharged in an extreme storm. We will ensure the roadway design does not change grades such that it blocks or restricts this critical overland flow path.

Roadway drainage will be handled by new storm sewers sized appropriately for the current Bulletin 75 rainfall, which will discharge into the existing combined sewer. One storm sewer outlet is anticipated at the south end of Vail as the ultimate point of discharge from the project limits.

MWRD permitting will be required. It is assumed the project will not create more than one acre of new impervious area, and therefore not require compliance with runoff control (Section 502), volume control (Section 503) or detention (Sections 504 and 505). It is assumed there are no wetlands, floodplain or riparian areas, and therefore the project will not require compliance with Article 6 of the WMO. The permit is effectively limited to demonstrating compliance with soil erosion control and Qualified Sewer requirements. It is assumed the permit will be sought in Phase 2. The scope for this project is limited to identification of permit requirements and demonstration of the project's compliance with the requirements.

The project will also identify the potential to enter any created storage (associated with new Green Infrastructure) into the MWRD's volume credit trading program.

Location Drainage Study deliverable:

A Location Drainage Technical Memorandum (LDTM) will be prepared in accordance with IDOT's Drainage Manual for the improvements. The study will include a description of the existing and proposed drainage systems and identification of outfall locations and their adequacy based on IDOT criteria.

The study will include required mapping and exhibits, design of the drainage system, and identification of permitting requirements.



EXHIBIT A: SCOPE OF SERVICES

9 SECTION 4(F) EVALUATION

A Section 4(f) Evaluation is anticipated with the improvements to Harmony Park. 4(f) documentation will be verified with IDOT and provided as necessary.

10 CRASH ANALYSIS

Crash reports will be reviewed and tabulated (five most recent years) within the project limits. A crash and roadside safety analysis will be performed to identify high crash locations and determine safety countermeasures (such as improving sight lines, sight distance, geometrics, etc.). Exhibits will be prepared to summarize the crash data to be included in the Phase I documentation.

11 TRAFFIC ANALYSIS

As part of the Phase I documentation, V3 will analyze and evaluate multi-modal traffic along the project corridor. The following work will include:

- 14-hour manual counts including a vehicular, pedestrian, bicyclist, and truck traffic at each of the following locations:
 - Vail Avenue/Campbell Street
 - South End of Vail Avenue at the parking deck entrance
- Counts will be taken after Alfresco, when the street is back open.
- Development of design hour volumes for the AM and PM peak periods.
- Capacity analysis of existing traffic and projected traffic (2050).
- Existing and future traffic exhibits will be prepared to summarize the review of the traffic data.
- Four-way stop warrants will be performed at all existing four-way stop intersections. Typical requirement of IDOT.

12 GEOMETRIC STUDIES

Upon evaluation of the existing conditions and results of the concept refinement traffic analysis, V3 will perform a geometric study that focus on the following design elements:

- Upon completion of the concept refinements we will determine the roadway typical section, considering pedestrian and bicyclist accommodations, parking modifications, and lane configurations.
- Intersection geometrics including design vehicle turning movements.
- Intersection sight triangle exhibits to identify clear obstruction areas to accommodate the proposed improvements and hardscape features.
- Cross Section Studies (Grading): Prepare cross-sections and/or grading plans for evaluation of the improvements and potential impacts to right-of-way. Cross sections or grading plans will not be included as exhibits to the Phase I documentation.
- ADA grading details at each intersection and pedestrian crossing within the project limits to satisfy IDOT requirements.



EXHIBIT A: SCOPE OF SERVICES

V3 will prepare a design criteria table for review by IDOT. The design criteria will be based of IDOT “3R” criteria.

V3 will prepare plan exhibits on an aerial background that shows the alternative and include the identification of all proposed right-of-way and temporary/permanent construction easements.

The preferred alternative will be detailed in the plan and profile exhibits, 20-scale (600’ per sheet), with the topographic survey as the background, that will be included in the Project Development Report.

13 LIGHTING DESIGN

As part of the roadway, streetscape, and safety improvements, V3 will perform conceptual lighting design throughout the project limits. The lighting design work will include:

- Review of the existing lighting conditions within the project limits to determine the existing lighting conditions and maintenance responsibilities and make recommendations for the proposed condition.
- Determination of the appropriate requirements for lighting design based on IDOT standards.
- Evaluation of decorative lighting options. Coordination with V3 landscape architects for incorporation in the streetscape design.
- Photometric calculation for the proposed lighting to determine the lighting levels for the pavement and pedestrian facilities. Light poles will be located based on the spacing determined through photometric calculations and adjusted to minimize utility conflicts to the extent possible considering the information available.
- Preparation of a Phase I Lighting Assessment for submittal to IDOT to document and present the results of the conceptual lighting design. The proposed light pole locations will be detailed in the plan and profile exhibits and included in the report.

14 PUBLIC INVOLVEMENT

Public involvement in the form of public notifications, public informational meetings, and attendance of additional Village meetings will be conducted to satisfy the requirements of the Federal process and inform the community. The Public Informational Meeting held in an open house format is anticipated to present the project improvements, the results of agency coordination, and the project schedule to solicit feedback from stakeholders. The scope of work includes the following:

- Compile a list of property & business owner addresses with assistance from the Village and send one (1) notification via US Certified Mail.
- Coordinate with the Village to provide project updates on their website if required.
- V3 Staff will attend one (1) public involvement meetings as required and provide the following:
 - Bilingual handout brochures and display exhibits for use during the meeting. Anticipated display exhibits include 2-D plan renderings and representational imagery. 3-D images are not included in this scope.
 - Documentation of the concerns and comments expressed by those at the meeting.
 - Responses to public comments.



EXHIBIT A: SCOPE OF SERVICES

- Summary of the public involvement process to incorporate into the Project Development Report (PDR).

In addition, we will conduct one (1) neighborhood meeting to update the residents and business owners of the improvements and project timing and gather additional feedback to assist with the overall project refinements and expectations. Any public meeting will adhere to the FHWA public meeting requirements that will be included in the PDR.

15 TRAFFIC MANAGEMENT PLAN

A Transportation Management Plan (TMP) will be prepared to evaluate various maintenance of traffic alternatives to be included in the Phase I study. This scope of work includes the following as required:

- Completion of IDOT form D1OP0042.
- Prepare a brief description of the project.
- Identify various traffic management strategies considered which include the cost.
- Impact analysis to evaluate delays and queues, and determine the recommended strategies and mitigation measures to reduce the impacts on the project.
- Traffic Control Plan (TCP).

Associated exhibits will be prepared as part of the TMP for IDOT's review and/or concurrence. Two (2) submittals (pre-final and final) to IDOT will be prepared.

16 CONSTRUCTION COST ESTIMATE

V3 will prepare a preliminary engineer's opinion of probable construction costs (EOPCC) of the proposed improvements utilizing IDOT pay items, standards, and guidelines. Itemized costs will be determined using available guides and bid tabulations from similar projects. Cost estimates will be produced during the concept refinement task as well as the PDR task.

17 PROJECT DEVELOPMENT REPORT

A Project Development Report (PDR) for a Group I Categorical Exclusion is anticipated and will be prepared following IDOT's report format BLR 22211. The report will include a description of existing conditions, proposed improvements, capacity analysis, crash analysis, right-of-way/easement required, identified environmental concerns and impacts, maintenance of traffic during construction, and agency coordination/public involvement activities. Exhibits that will be prepared and incorporated into the project report will include:

- Location and functional classification maps
- Existing and proposed typical sections
- Proposed plan and profile sheets
- ADA details
- Crash Analysis
- Environmental clearances and correspondence
- Public involvement meeting documents
- FHWA/IDOT coordination and meeting minutes



EXHIBIT A: SCOPE OF SERVICES

- Design variances
- Traffic management plan
- Coordination documentation
- Estimate of probable construction cost
- Permit Identification to be completed in Phase II

Two submittals of the PDR will be made to the Village and IDOT (pre-final and final). Before the prefinal PDR submittal, conceptual typical proposed sections and plan and profile sheets will be submitted to the Village for review and comment. After receiving comments from the Village, the final PDR will be submitted to IDOT for review and comment. A disposition of comments will be included with each submittal until design approval.

18 MEETINGS AND COORDINATION

V3 anticipates the following meetings throughout the duration of the Phase I Study. These meetings are in addition to meetings noted for the public involvement requirements.

- Conduct internal team meetings as necessary and provide procedures for documenting and filing of project information. One (1) meeting per month for eighteen (18) months.
- One (1) Project kick-off meeting with the Village.
- One (1) Phase I Project kick-off meeting with IDOT, the Village, and NWMC.
- One (1) FHWA meetings, if necessary.
- One (1) meeting with MWRD.
- One (1) Village Board meeting.
- Up to three (3) meetings to discuss design issues, project status, schedule, or meet with other review agencies, as needed.

Meeting minutes will be prepared by V3 as necessary.

19 ADMINISTRATION AND MANAGEMENT

Project administration and management will be performed by the project manager and administrative staff over eighteen (18) months.

- Prepare invoices and progress reports every month and submit them to the Village for review and processing.
- Provide project and staff management.
- Prepare sub consultant agreements and manage the performance of their work efforts.

20 QUALITY ASSURANCE / QUALITY CONTROL

V3 will perform in-house quality control reviews to ensure that the preliminary plans, cost estimates, and PDR are prepared to meet the standards and guidelines for the plans or documents required. These quality control reviews will occur before the submittal of any deliverable to the Village and IDOT. The project manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents prepared for the project.



EXHIBIT A: SCOPE OF SERVICES

Before each submittal, V3's project manager will designate a quality assurance reviewer that has not been directly involved in the project to perform independent quality reviews. These reviews will include plan design reviews, reviews of supporting calculations, and reviews of report documents.

21 FUNDING APPLCIATIONS

It is our understanding the Village has applied for ITEP funding through the State of Illinois. We will re-apply during the 2024 call for projects which is anticipated in August/September of 2024. The Village to provide V3 their latest ITEP funding application as part of this assignment. If funding is not received during this call for projects we will re-submit during the next call.

If other funding sources arise during the course of this project, V3 will assist the Village with preparing the necessary application documents.

July 17, 2024

To: Kurt Corrigan, P.E.
Vice President of Municipal Services
V3 Companies
7325 Janes Avenue
Woodridge, Illinois 60157
847.417.0072

Re: Proposal - Geotechnical Exploration
Proposed Vail Avenue Promenade
S Vail Avenue and W Campbell Street
Arlington Heights, Illinois

Proposal No. Q24.352g_REV1

Via email: kcorrigan@v3co.com

Dear Mr. Corrigan,

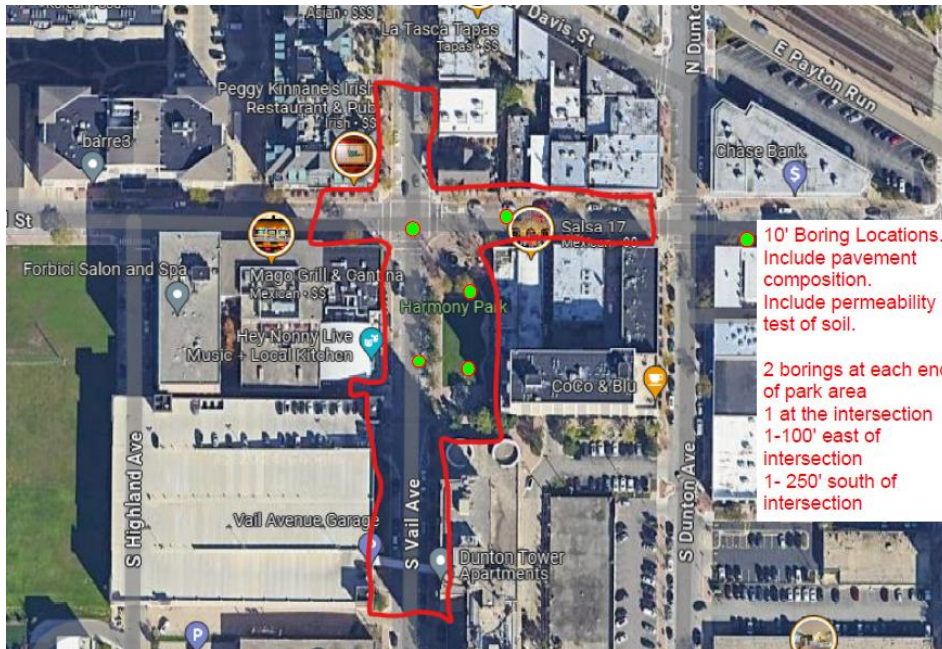
Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Kurt Corrigan of V3 Companies via email on July 15, 2024.

PROJECT UNDERSTANDING

Rubino understands that V3 Companies is planning to aid the Village of Arlington Heights with improvements to the intersection of S Vail Avenue and W Campbell Street, including Harmony Park located at the southeast corner of the intersection.

Information received:

- RFP email from Kurt Corrigan of V3 Companies on July 15, 2024.
- Site and Boring Locations – “Geotech Limits” included in RFP email (shown below)
- Revision to remove B-05



Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Site Access	Village/V3 to assist with blocking off parking spaces
Field Equipment / Soil Sampling Method	Track-mounted Geoprobe Drill Rig & Core Machine
Traffic Control Needs	In-house flagging
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	SPT – 2 ½ ft to 10 feet
Backfill Needs	Cuttings
Patching	Cold Patch
Site Protection or Restoration included	Plywood down at the park between borings, cut sod out prior to drilling at boreholes and infiltration testing locations. Drill crew remove spoils from site after drilling.
Groundwater Readings	During drilling and upon auger removal
Additional Sampling needed	Grab sample at infiltration test locations for Hydrometer
Additional Field Equipment needed	Infiltration test equipment

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. V3 Companies proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	NUMBER OF CORES WITH PAVEMENT THICKNESS	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
2	2	10	S Vail Avenue (B-01 and B-02)	2 ½ ft to 10 ft	USCS
2	--	10	Harmony Park (B-03 and B-04)		

4 Total Borings 2 Total Cores 30 Total Lineal Feet

*BEG = Below Existing Grade

NUMBER OF INFILTRATION TESTS	DEPTH (FEET BEG*)	LOCATION ON SITE	SOIL CLASSIFICATION METHOD
1	2	S Vail Avenue (I-01)	USDA
1	2	Harmony Park (I-02)	

2 Total Infiltration Tests

*BEG = Below Existing Grade

**Infiltration tests will be performed at approximately 2 feet below existing grade unless otherwise noted by V3 companies prior to mobilization

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment and pick-up truck with core and infiltration test equipment.

Traffic Control

Rubino anticipates that traffic control will be necessary along S Vail Avenue and W Campbell Street. Rubino will subcontract a traffic control company to provide flaggers.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet.

Infiltration Testing

Rubino has been requested to perform infiltration testing at three (3) of the boring locations. Rubino intends to perform a field “falling head” test within PVC casing placed into a borehole at a specified depth. Rubino will perform the testing in general accordance with ASTM D6391.

Based on preliminary findings from field investigation or based on the requested depths, Rubino may implement a different testing method to estimate soil infiltration rate.

Infiltration testing is a day-long test and is planned to be performed in an area that does not need traffic control.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material or asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils’ index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	2	Split spoon, bulk, or Shelby Tube
Hydrometer	3	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	16	Cohesive Samples
Organic Content	2	Split spoon, bulk, or Shelby Tube

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
 - *Summary table of encountered pavement and subbase stone thickness with photo documentation*
 - *Infiltration Reading*
 - *Seasonal High Groundwater Reading based on color change from brown to gray*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation*
 - *Subgrade Stability*
 - *Estimated IBV value at each boring location*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to V3 Companies.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2
Geo Laboratory Testing	5 – 10
Geo Reporting	5 – 10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Subsurface Exploration	Boring Layout / Utility / PM	\$ 650.00	Lump sum
	Drill Rig Mobilization, Drilling, Coring	\$ 5,000.00	Lump sum
Field Testing, Spoils Removal	Infiltration Tests and Spoils Removal	\$ 1,000.00	Lump sum
Traffic Control	In house flagging	\$ 1,100.00	Estimate
Lab	Geotechnical Lab Tests as described above	\$ 450.00	Lump sum
Reporting	Preparation of the Geotechnical Report	\$ 1,800.00	Lump sum
		\$10,000.00	Grand Total

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

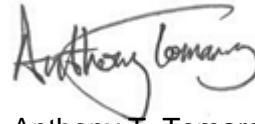
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
 Schedule of Services and Fees
 General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____ , 202__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ **Email:** _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ **Email:** _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2024 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	115.00

SUBSURFACE EXPLORATION

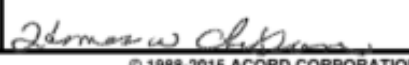
Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	8.90
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Organic Content Determination Test (loss on ignition)	Each	\$	15.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter. Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 3) All rates are billed on a portal-to-portal basis.
- 4) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 5) Transportation and per diem are charged at the applicable rates.
- 6) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 7) A minimum charge of 4 hours applies to field testing and observation services.
- 8) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 9) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 10) The minimum billing increment for time is a half hour.
- 11) A project set-up charge of a minimum of two hours applies to all projects.
- 12) Professional services rates are exclusive of expert deposition or testimony time.
- 13) Drilling and field service rates are based on OSHA Level D personnel protection.
- 14) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 15) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 16) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577	RUBINENG	DATE (MM/DD/YYYY) 9/13/2023					
ACORD CERTIFICATE OF LIABILITY INSURANCE							
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C No. Ext): 630 625-5219 FAX (A/C No.): 610 537-4939 E-MAIL ADDRESS: Aecertificates@usi.com						
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC #: 13056 INSURER B: Pacific Insurance Company NAIC #: 10046 INSURER C: INSURER D: INSURER E: INSURER F:						
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTB	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0003777	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001881	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			PSE0002142	09/01/2023	09/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002789	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			83OH056719923	09/01/2023	09/01/2024	\$2,000,000 each claim / \$4,000,000 annual aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability is written on a "claims made" policy form. Some or all officers are excluded from Workers Compensation coverage.							
CERTIFICATE HOLDER				CANCELLATION			
Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			
© 1988-2015 ACORD CORPORATION. All rights reserved.							
ACORD 25 (2016/03)		1 of 1		The ACORD name and logo are registered marks of ACORD		JDPZP	
#S41790281/M41674790							

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.

July 29, 2024

Ms. Elora Hsu, P.E.
 Project Manager
 V3 Companies
 7325 Janes Avenue
 Woodridge, Illinois 60517
 ehsu@v3co.com

Re: Arlington Heights - Vail Avenue Promenade

Dear Elora,

Thank you for the opportunity to submit this proposal for landscape architectural services for Vail Avenue Promenade in Arlington Heights, IL. We appreciate your consideration of Confluence, and look forward to the possibility of participating as a member of your planning and design team.

Per our email conversation, phone discussion, and concept package, we understand the following:

- V3 has been engaged by the Village of Arlington Heights for Phase 1 Engineering services related to Vail Avenue Promenade, an IDOT streetscape project
- Confluence’s scope will be relegated to studying the feasibility of an event pavilion and stage associated with the streetscape project developed.
- Confluence will be responsible for studying the placement and orientation of the stage / pavilion, as well as providing preliminary designs using 3D illustrations, precedent imagery, etc as needed to communicate intent
- Confluence will study high-level variations for footings, lighting, etc as needed for the structure, but all final construction-document level drawings, engineering, etc will be developed under a separate contract at a later date.
- Confluence, in collaboration with V3, will provide high level opinions of probable costs for the pavilion / stage for general budgeting purposes only.
- Any meetings beyond what is outlined in “Phases” section below will be considered additional services and invoiced at an hourly rate per the attached Exhibit A.
- Confluence will be a subconsultant to V3, who will be contracted directly with the Village of Arlington Heights.

Phases

We propose to provide services according to the following phases of work:

- Preliminary Conceptual Design
- Interim Conceptual Design
- Final Conceptual Design

A. Preliminary Conceptual Design

1. Provide multiple alternative sketches and imagery to establish general stylistic direction for pavilion / stage.
2. Provide multiple alternative sketches for orientation and sizing for consideration
3. Up to two meetings with V3 and the Village to establish a design direction.

B. Interim Conceptual Design

1. Update design based upon Village comments
2. Provide an illustrative plan and up to two 3D models of the proposed structure with sections and diagrams as needed to communicate design intent.
3. Meeting with V3 and Village to share revised content

C. Final Conceptual Design

1. Update graphics per comments from Village
2. Provide annotations as needed to communicate design assumptions and allowances.
3. Provide high-level opinion of probable cost for budgeting purposes.



Proposed Fees and Reimbursable Expenses

We propose to provide services on a lump sum basis by phase as follows:

Phase	Subtotal
Preliminary Conceptual Design	\$3,000.00
Interim Conceptual Design	\$4,000.00
Final Conceptual Design	\$3,000.00
Subtotal	\$10,000.00

Reimbursable expenses

Expenses incurred in performance of contract services are not included in fees for professional services outlined above. Expenses attributable to the project will be reimbursable to the Landscape Architect, will be in addition to fees for professional services, will be billed at a multiplier consistent with the Agreement between Owner and Architect, and will include items consistent with that Agreement. The estimated reimbursable expenses are \$240.00, equal to 2% of total fees.

See enclosed "Exhibit A" for more information.

Compensation

Service fees and reimbursable expenses will be billed to the Client monthly by Confluence. Payment is due upon receipt of invoice which will be sent on a monthly basis in keeping with the project schedule. The Client agrees to provide payment to Confluence within thirty (30) days of the invoice date and that payment is not dependent on the success or failure of the project, project approvals or non- approvals, or project feasibility. Payment not received by Confluence within thirty (30) days of the invoice date is considered past due. Past due balances will be charged simple interest rate at 1% per month based upon the original invoice amount. In the event the account becomes past due, Confluence may suspend performance of services on the project until the account is paid.

Termination

Confluence or the Client may terminate this agreement at any time by written notice. If the agreement is terminated by either Confluence or the Client, the Client will pay Confluence for service provided and expenses incurred by Confluence up to the time notice is either sent by Confluence or received by Confluence.

Thanks again for thinking of Confluence, and for the potential opportunity to participate as a member of your planning and design team.

Sincerely,
CONFLUENCE

Matthew Strange, PLA, ASLA, ULI, Affiliate AIA, Principal

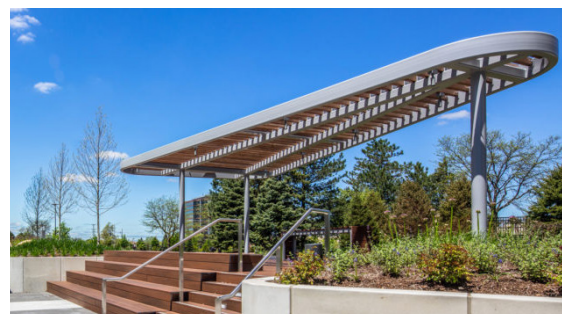


EXHIBIT 'A'

CONFLUENCE

STANDARD HOURLY RATES

Senior Principal	\$175.00 - \$260.00 per hour
Principal	\$160.00 - \$225.00 per hour
Associate Principal	\$140.00 - \$195.00 per hour
Associate	\$115.00 - \$180.00 per hour
Senior Project Manager.....	\$105.00 - \$160.00 per hour
Project Manager.....	\$95.00 - \$140.00 per hour
Senior Landscape Architect	\$95.00 - \$180.00 per hour
Landscape Architect	\$85.00 - \$130.00 per hour
Senior Project Planner.....	\$95.00 - \$140.00 per hour
Planner II	\$85.00 - \$130.00 per hour
Planner I.....	\$75.00 - \$120.00 per hour
Landscape Architect-In-Training / Landscape Designer.....	\$75.00 - \$120.00 per hour
Landscape Architect Intern / Landscape Designer	\$65.00 - \$95.00 per hour
Draftsperson	\$55.00 - \$95.00 per hour
Graphic Designer	\$75.00 - \$110.00 per hour
Clerical / System Staff	\$75.00 - \$130.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Costar Data.....	\$150 per report
Filing Fees	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging.....	1.15 x cost
Mileage	\$.67 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.10 each
B/W Photocopies/Prints 11x17.....	\$.20 each
Color Photocopies/Prints 8½ x 11	\$.75 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives.....	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Online Meeting Service	\$35.00 Each

Effective 1/1/2024



EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
 ANNIVERSARY RAISE

Local Public Agency Village of Arlington Heights	County Cook	Section Number
Prime Consultant (Firm) Name V3 Companies	Prepared By Kurt Corrigan, PE	Date 7/11/2024
Consultant / Subconsultant Name V3 Companies	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS			OVERHEAD RATE	165.00%
START DATE	8/12/2024				COMPLEXITY FACTOR	0
RAISE DATE	ANNIVERSARY				% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

9

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.50%

The total escalation for this project would be: 1.50%

Local Public Agency	County	Section Number
Village of Arlington Heights	Cook	
Consultant / Subconsultant Name		Job Number
V3 Companies		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.50%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Director	\$86.00	\$86.00
Principal	\$86.00	\$86.00
Senior Project Manager - TM	\$86.00	\$86.00
Senior Project Manager - CE	\$76.69	\$77.84
Senior Project Manager	\$70.86	\$71.92
Resident Engineer I	\$58.86	\$59.74
Resident Engineer II	\$73.86	\$74.97
Project Manager	\$53.45	\$54.25
Project Manager I	\$68.93	\$69.96
Project Manager II	\$53.45	\$54.25
Senior Project Engineer	\$58.37	\$59.25
Project Engineer II	\$51.65	\$52.42
Project Engineer I	\$51.98	\$52.76
Engineer III	\$44.43	\$45.10
Engineer II	\$44.86	\$45.53
Engineer I	\$37.03	\$37.59
Design Technician III	\$39.23	\$39.82
Project Scientist II	\$44.97	\$45.64
Project Scientist I	\$41.47	\$42.09
Scientist I	\$28.27	\$28.69
Survey Crew	\$34.06	\$34.57
Project Surveyor II	\$36.80	\$37.35
Project Surveyor I	\$31.97	\$32.45
Project Coordinator	\$27.27	\$27.68
Senior Landscape Architect	\$62.50	\$63.44
Landscape Architect II	\$48.31	\$49.03
Administration II	\$25.90	\$26.29

Local Public Agency

Village of Arlington Heights

County

Cook

Section Number

Consultant / Subconsultant Name

V3 Companies

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	1000	\$0.55	\$550.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	20	\$4.00	\$80.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	1	\$1,000.00	\$1,000.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	1	\$500.00	\$500.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Commitments	Actual Cost	2	\$650.00	\$1,300.00
Traffic Counts	Actual Cost	2	\$1,500.00	\$3,000.00
Geotechnical Investigation	Actual Cost	1	\$10,000.00	\$10,000.00
Confluence - Stage Concept Design	Lump Sum	1	\$10,000.00	\$10,000.00
TOTAL DIRECT COSTS:				\$26,430.00

DLR 06549 (Rev. 02/09/23)

Local Public Agency

Village of Arlington Heights

County

Cook

Section Number

Consultant / Subconsultant Name

V3 Companies

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

OVERHEAD RATE 165.00%

COMPLEXITY FACTOR 0.00%

TASK	DIRECT COSTS	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1 Data Collection and Review	630	22	1,324	2,184	437		3,945	2.09%
2 Topographic Survey	1,300	152	6,196	10,223	2,045		18,464	9.79%
3 Concept Refinement	10,000	116	6,871	11,338	2,268		20,477	10.86%
4 Environmental Survey Request & Coordination		12	567	936	187		1,690	0.90%
5 Geotechnical Investigation & Coordination	10,000	4	280	462	92		834	0.44%
6 Utility Evaluation		16	826	1,363	273		2,462	1.31%
7 Preliminary Environmental Site Assessment (PESA)	500	70	3,061	5,051	1,010		9,122	4.84%
8 Hydraulic Analysis and Location Drainage Study		168	8,612	14,210	2,842		25,664	13.61%
9 Section 4(F) Evaluation		24	1,373	2,266	453		4,092	2.17%
10 Crash Analysis		10	634	1,046	209		1,889	1.00%
11 Traffic Analysis	3,000	10	634	1,046	209		1,889	1.00%
12 Geometric Studies		30	1,781	2,939	588		5,308	2.82%
13 Lighting Design		18	1,027	1,695	339		3,061	1.62%
14 Public Involvement and Engagement	1,000	116	6,189	10,212	2,042		18,443	9.78%
15 Traffic Management Plan		28	1,632	2,693	539		4,864	2.58%
16 Construction Cost Estimate		10	663	1,094	219		1,976	1.05%
17 Project Development Report		80	4,553	7,512	1,502		13,567	7.20%
18 Meetings and Coordination		52	3,138	5,178	1,036		9,352	4.96%
19 Administration and Management		32	2,495	4,117	823		7,435	3.94%
20 Quality Assurance/Quality Control		20	1,592	2,626	525		4,743	2.52%
21 Funding Applications		20	939	1,550	310		2,799	1.48%
			-	-	-		-	-
			-	-	-		-	-
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			-	-	-		-	-
			-	-	-		-	-
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$26,430.00						\$26,430.00	14.02%
TOTALS		1010	54,387	89,741	17,948	-	188,506	100.00%

144,128

Local Public Agency

Village of Arlington Heights

County

Cook

Section Number

Consultant / Subconsultant Name

V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 1 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1 Data Collection and Review			2 Topographic Survey			3 Concept Refinement			4 Environmental Survey Request & Coordination			5 Geotechnical Investigation & Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Director	86.00	8.0	0.79%	0.68															
Principal	86.00	0.0																	
Senior Project Manager - TM	86.00	82.0	8.12%	6.98	2	9.09%	7.82				8	6.90%	5.93						
Senior Project Manager - CE	77.84	0.0																	
Senior Project Manager	71.92	40.0	3.96%	2.85				16	10.53%	7.57									
Resident Engineer I	59.74	0.0																	
Resident Engineer II	74.97	0.0																	
Project Manager	54.25	0.0																	
Project Manager I	69.96	180.0	17.82%	12.47	4	18.18%	12.72				8	6.90%	4.83	4	33.33%	23.32	4	100.00%	69.96
Project Manager II	54.25	0.0																	
Senior Project Engineer	59.25	0.0																	
Project Engineer II	52.42	60.0	5.94%	3.11															
Project Engineer I	52.76	16.0	1.58%	0.84															
Engineer III	45.10	40.0	3.96%	1.79															
Engineer II	45.53	154.0	15.25%	6.94	8	36.36%	16.56							4	33.33%	15.18			
Engineer I	37.59	0.0																	
Design Technician III	39.82	84.0	8.32%	3.31				40	26.32%	10.48									
Project Scientist II	45.64	24.0	2.38%	1.08															
Project Scientist I	42.09	0.0																	
Scientist I	28.69	24.0	2.38%	0.68															
Survey Crew	34.57	48.0	4.75%	1.64				48	31.58%	10.92									
Project Surveyor II	37.35	48.0	4.75%	1.78				48	31.58%	11.80									
Project Surveyor I	32.45	0.0																	
Project Coordinator	27.68	0.0																	
Senior Landscape Architect	63.44	90.0	8.91%	5.65	8	36.36%	23.07				50	43.10%	27.34						
Landscape Architect II	49.03	50.0	4.95%	2.43							50	43.10%	21.14						
Administration II	26.29	62.0	6.14%	1.61										4	33.33%	8.76			
TOTALS		1010.0	100%	\$53.85	22.0	100.00%	\$60.16	152.0	100%	\$40.76	116.0	100%	\$59.24	12.0	100%	\$47.26	4.0	100%	\$69.96

Local Public Agency

Village of Arlington Heights

County

Cook

Section Number

Consultant / Subconsultant Name

V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 2 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6 Utility Evaluation			7 Preliminary Environmental Site Assessment (PESA)			8 Hydraulic Analysis and Location Drainage Study			9 Section 4(F) Evaluation			10 Crash Analysis			11 Traffic Analysis		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Director	86.00							4	2.38%	2.05									
Principal	86.00																		
Senior Project Manager - TM	86.00										4	16.67%	14.33	2	20.00%	17.20	2	20.00%	17.20
Senior Project Manager - CE	77.84																		
Senior Project Manager	71.92							24	14.29%	10.27									
Resident Engineer I	59.74																		
Resident Engineer II	74.97																		
Project Manager	54.25																		
Project Manager I	69.96	4	25.00%	17.49	16	22.86%	15.99				8	33.33%	23.32	4	40.00%	27.99	4	40.00%	27.99
Project Manager II	54.25																		
Senior Project Engineer	59.25																		
Project Engineer II	52.42							60	35.71%	18.72									
Project Engineer I	52.76																		
Engineer III	45.10							40	23.81%	10.74									
Engineer II	45.53	12	75.00%	34.15							8	33.33%	15.18	4	40.00%	18.21	4	40.00%	18.21
Engineer I	37.59																		
Design Technician III	39.82							40	23.81%	9.48									
Project Scientist II	45.64				24	34.29%	15.65												
Project Scientist I	42.09																		
Scientist I	28.69				24	34.29%	9.84												
Survey Crew	34.57																		
Project Surveyor II	37.35																		
Project Surveyor I	32.45																		
Project Coordinator	27.68																		
Senior Landscape Architect	63.44																		
Landscape Architect II	49.03																		
Administration II	26.29				6	8.57%	2.25				4	16.67%	4.38						
TOTALS		16.0	100%	\$51.64	70.0	100%	\$43.73	168.0	100%	\$51.26	24.0	100%	\$57.21	10.0	100%	\$63.40	10.0	100%	\$63.40

Local Public Agency

Village of Arlington Heights

County

Cook

Section Number

Consultant / Subconsultant Name

V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 3 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12 Geometric Studies			13 Lighting Design			14 Public Involvement and Engagement			15 Traffic Management Plan			16 Construction Cost Estimate			17 Project Development Report		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Director	86.00																		
Principal	86.00																		
Senior Project Manager - TM	86.00	4	13.33%	11.47	2	11.11%	9.56	8	6.90%	5.93	4	14.29%	12.29	2	20.00%	17.20	8	10.00%	8.60
Senior Project Manager - CE	77.84																		
Senior Project Manager	71.92																		
Resident Engineer I	59.74																		
Resident Engineer II	74.97																		
Project Manager	54.25																		
Project Manager I	69.96	8	26.67%	18.66	4	22.22%	15.55	32	27.59%	19.30	8	28.57%	19.99	4	40.00%	27.99	24	30.00%	20.99
Project Manager II	54.25																		
Senior Project Engineer	59.25																		
Project Engineer II	52.42																		
Project Engineer I	52.76	8	26.67%	14.07	4	22.22%	11.72							4	40.00%	21.10			
Engineer III	45.10																		
Engineer II	45.53	10	33.33%	15.18	8	44.44%	20.24	32	27.59%	12.56	16	57.14%	26.02				48	60.00%	27.32
Engineer I	37.59																		
Design Technician III	39.82							4	3.45%	1.37									
Project Scientist II	45.64																		
Project Scientist I	42.09																		
Scientist I	28.69																		
Survey Crew	34.57																		
Project Surveyor II	37.35																		
Project Surveyor I	32.45																		
Project Coordinator	27.68																		
Senior Landscape Architect	63.44							16	13.79%	8.75									
Landscape Architect II	49.03																		
Administration II	26.29							24	20.69%	5.44									
TOTALS		30.0	100%	\$59.37	18.0	100%	\$57.06	116.0	100%	\$53.35	28.0	100%	\$58.29	10.0	100%	\$66.29	80.0	100%	\$56.91

Local Public Agency

Village of Arlington Heights

County

Cook

Section Number

Consultant / Subconsultant Name

V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 4 **OF** 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	18 Meetings and Coordination			19 Administration and Management			20 Quality Assurance/Quality Control			21 Funding Applications								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Director	86.00							4	20.00%	17.20									
Principal	86.00																		
Senior Project Manager - TM	86.00	8	15.38%	13.23	16	50.00%	43.00	8	40.00%	34.40	4	20.00%	17.20						
Senior Project Manager - CE	77.84																		
Senior Project Manager	71.92																		
Resident Engineer I	59.74																		
Resident Engineer II	74.97																		
Project Manager	54.25																		
Project Manager I	69.96	16	30.77%	21.53	16	50.00%	34.98	8	40.00%	27.99	4	20.00%	13.99						
Project Manager II	54.25																		
Senior Project Engineer	59.25																		
Project Engineer II	52.42																		
Project Engineer I	52.76																		
Engineer III	45.10																		
Engineer II	45.53																		
Engineer I	37.59																		
Design Technician III	39.82																		
Project Scientist II	45.64																		
Project Scientist I	42.09																		
Scientist I	28.69																		
Survey Crew	34.57																		
Project Surveyor II	37.35																		
Project Surveyor I	32.45																		
Project Coordinator	27.68																		
Senior Landscape Architect	63.44	16	30.77%	19.52															
Landscape Architect II	49.03																		
Administration II	26.29	12	23.08%	6.07							12	60.00%	15.77						
TOTALS		52.0	100%	\$60.34	32.0	100%	\$77.98	20.0	100%	\$79.59	20.0	100%	\$46.97	0.0	0%	\$0.00	0.0	0%	\$0.00

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of Waukegan, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The Village has developed digital map information through Geographic Information Systems Technology (“**GIS Data**”) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village will be limited to the scope of the Work that the Consultant is to provide for the Village;
2. **Purpose of GIS Data.** The Consultant will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.**
 - a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;
 - b. **Consent of Village Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village.
 - c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;
 - d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use of the GIS Data; and
 - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the GIS Data has been discontinued.