

April 21, 2025

Mr. Khurshid Hoda, CPP
Director
Engineering Department
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

RE: Proposal for Professional Services
Tinley Creek Bank Stabilization – 2025 Revision
Design and Contract Document Updates for 2025 Revision | Orland Park, Cook County, Illinois

Dear Mr. Hoda,

On behalf of V3 Companies, Ltd., we are pleased to submit this proposal for professional services related to the revision of the Tinley Creek Bank Stabilization project based on four properties that will not participate in the project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto, which set forth the contractual elements of this agreement, will constitute the entire agreement between the Village of Orland Park (CLIENT) and V3 Companies, Ltd. (V3) for services on this project.

PROJECT UNDERSTANDING

V3 previously worked with the Village of Orland Park in 2022/2023 to complete the bank stabilization design along Tinley Creek between 151st Street and 161st Place. We understand that four properties along this project have chosen not to participate in this project:

1. 15437 Teebrook Drive
2. 8448 Teebrook Drive
3. 8430 Flamingo Circle
4. 8434 Flamingo Circle

As a result, the design in these areas will need to be revised to avoid any work being performed in these properties. We understand that a gabion wall section adjacent to 8455 Teebrook Drive will need to be re-designed to a soldier pile wall to allow no work to be performed on 8434 Flamingo Circle.

The final engineering plans and special provisions will be updated to reflect the revised designs.

COMPENSATION

ENGINEERING & DESIGN SERVICES- BASE FEE

LUMP SUM FEE

Engineering Design	Exhibit A	\$4,500
Final Engineering Plans and Special Provision Revision	Exhibit A	\$3,500
Retaining Wall Design and Structural Plans	Exhibit B	\$25,000
Geotechnical Soil Boring	Exhibit B	\$8,500
Total Fee		\$41,500.00

MISCELLANEOUS EXHIBITS

EXTENT OF AGREEMENT	EXHIBIT C
BILLING RATES	
GENERAL TERMS AND CONDITIONS	

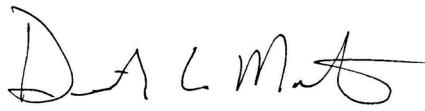
The above fees for Engineering Services are lump sum unless noted otherwise. Any additional tasks will be billed on a time and materials basis at the hourly rates indicated in Exhibit C. In addition to the professional services fees set forth above, V3 shall be compensated for 110% of reimbursable expenses such as printing, postage, messenger service, travel, mileage to/from meetings and other similar project-related items.

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

MISCELLANEOUS CONTRACTUAL ITEMS

The fee stated herein is valid for 30 days from the date of this proposal. If the 30 days has expired, V3 reserves the right to renegotiate the fee with the CLIENT. If CLIENT or other interested parties request digital files of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form. We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,
V3 COMPANIES, LTD.



Derrick L. Martin, P.E.
Director of Natural Resources

Accepted For:
Village of Orland Park

By: _____

Title: _____

Date: _____



Chris Hanchett, P.E., CFM, CPESC
Water Resources Project Manager

INVOICE INFORMATION

PREFERENCE:

☐ Receive by Email

☐ Receive by Mail

☐ Both

Purchase Order # (If Applies)

Important Accounting Notes:

SEND INVOICE TO:

Attention:

Company:

Address:

Email:

Phone:

EXHIBIT A – ENGINEERING SERVICES

1. **Engineering Design (Bill Code E04).** V3 will re-design the bank stabilization adjacent to and impacted by the four properties along the project that have chosen not to participate in this project:

15437 Teebrook Drive
8448 Teebrook Drive
8430 Flamingo Circle
8434 Flamingo Circle

The re-design will focus on the transitions into and out of the properties that will not participate.

The area most impacted by the properties excluded from the project are the five lots adjacent to 8434 Flamingo Circle. In order to avoid this property, we understand that a gabion wall section adjacent to 8455 Teebrook Drive will need to be re-designed to a soldier pile wall to allow no work to be performed on 8434 Flamingo Circle. The soldier pile wall design is included under a separate phase of this proposal.

2. **Final Engineering Plans and Special Provision Revision (E04.1).** The final engineering plans and special conditions will be updated based on the revised design and new structural design for the soldier pile wall. This item also includes a revised engineer's opinion of probable construction cost (EOPCC) prepared by on professional estimating professionals.

EXHIBIT B – Structural Engineering Services

Retaining Wall Design and Structural Plans. This scope includes the design and construction plans for a wall that is approximately 100-ft long and 8-ft high. The wall will be a soldier pile wall and will be designed according to the latest AASHTO specifications and The IDOT Bridge Manual. The piles will likely be drilled given the proximity to the house. The top of the proposed wall can be designed to match the existing grade.

The design will include all plan, profiles, details and notes required to appropriately bid and construct the soldier pile wall in this location.

Geotechnical Engineering Services. V3 will subcontract the geotechnical engineering to NST NASHnal Soil Testing. NST will perform one boring adjacent to the driveway at 8455 Teebrook Avenue and will prepare a report that will provide what soil parameters will be used for the design of the permanent soldier pile wall.

EXHIBIT C - EXTENT OF AGREEMENT

This agreement does not include services for:

1. Services associated with preparation for, and attendance at public meetings with applicable public agencies in excess of the number of meetings specifically included in the above scope of services, or services required in connection with obtaining zoning approvals.
2. Archaeological or environmental consulting services of any kind.
3. Structural borings or a Geotechnical Report for the proposed retaining wall.
4. Services resulting from any significant modifications to the project scope by CLIENT after V3 has received authorization to proceed with a specific phase of work and has prepared its initial computer layout of the site.
5. Landscaping or geotechnical design or consulting services.
6. This proposal does not include floodplain modeling suitable for submittal for a permit from IDNR-OWR or FEMA for work within the floodway or floodplain.
7. Stormwater Management Permitting of any kind.
8. Wetland Mitigation or Best Management Practices Design or Coordination.
9. Village of Orland Park permitting of any kind.
10. IDNR incidental take permits of any kind.
11. Tree survey/tree assessment services.
12. Archaeological services of any kind.
13. Species specific investigations requested by IDNR or USFWS as part of the threatened & endangered species consultation.
14. V3 may be required to produce documents and emails as part of a court ordered subpoena. Requests of this nature are beyond the control of V3 and are specifically not included in this contract. V3 will notify the CLIENT of any request received on behalf of this contract, and will invoice the CLIENT for time and materials in accordance with the Additional Services and Reimbursables sections of this contract.

Please note that V3 can provide a separate proposal for many of the services outlined above should they be required.



V3 COMPANIES BILLING RATE SCHEDULE

(Rates effective January 1, 2025 through December 31, 2025)

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

*Time is charged portal to portal

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



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

1. CLIENT'S RESPONSIBILITIES

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

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

2. CONSULTANT'S RESPONSIBILITIES

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

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

3. TERMS OF PAYMENT

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

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

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

4. SUSPENSION OF SERVICES

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

5. TERMINATION

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

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are Instruments of Service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on

any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

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

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

9. DIGITAL TRANSMISSIONS.

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

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

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

11. CONSTRUCTION PHASE SERVICES

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

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

12. INDEMNIFICATION

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

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

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

13. WAIVER OF CONTRACT BREACH

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

14. WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION

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

15. LIMITATION OF LIABILITY

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

16. NO PERSONAL LIABILITY

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

17. HAZARDOUS MATERIALS

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

18. ENTIRE AGREEMENT AND SEVERABILITY

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

19. NO ASSIGNMENT

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

20. DISPUTE RESOLUTION AND CONTROLLING LAW

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

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

GEOTECH PROPOSAL FROM NASHNAL NST



NASHnal Soil Testing, LLC.
23856 W. Andrew Road, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099

Mr. Chris Hanchett
V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
Phone: 847.417.0072
E-mail: chanchett@v3co.com

04-21-2025
Proposal No. 2025-3513-058P

RE: Proposal for the Geotechnical Exploration Services for a pedestrian bridge over Tinley Creek located in Orland Park, boring to be done at 8455 Tee Brook, in Orland Park.

Dear Mr. Hanchett;

We are pleased to submit a proposal for this project. We have reviewed the scope of work you prepared and discussed the project with you as a basis for this proposal. Enclosed please find a description of our understanding of the project, and an estimate of our fee and our fee schedule.

NST is a full-service company, which provides geotechnical investigation, construction inspection, material testing and environmental services (Phase-I & Phase II) to clients in both the private and public sectors. Our principals have over 21 years of combined experience in the related fields. I personally am a registered professional engineer in over 7 states and have been providing subsurface soil investigations, construction inspection and material testing services to developers and contractors in multiple locations.

Project Description

We understand that you are planning to design a Pedestrian Bridge Tinley Creek in Batavia, IL. As you have requested, to understand the subsurface soil profile, we will drill 1 soil boring to a depth of 50 feet at locations marked by you in order to obtain preliminary geotechnical data to help plan your design. The design loads are not available for us to review currently.

It is important for you to understand that during the drilling and access to the proposed area, any the existing surface, landscaping and grass in the vicinity and the access area will be damaged by our equipment. NST should not be held responsible for the repair of the damaged ground/grass and landscaping. Additionally, if due to any unforeseen conditions, additional trips are required to drill the job, an additional mobilization fee will be charged.



Mr. Chris Hanchett

04-21-2025

Pedestrian bridge over Tinley Creek located in Orland Park

Proposal No. 2025-3513-08P

Drilled at 8455 Tee Brook, Orland Park, IL

Scope of Services

As you requested, we will drill 1 soil boring to a depth of 50 feet below existing ground surface at the locations specified by you. Our crew will determine the surface elevations at boring locations by using Google Earth GPS Coordinates.

Before we drill, we will contact J. U. L. I. E. to locate public underground utilities. J. U. L. I. E., does not charge for this service, but will also not locate private underground utility lines within the property. If there are private underground utility lines where we are to drill, we recommend that your organization contact a private locating company, which will charge for its services. At this time, we have not made an allowance for a private locating firm in our estimate of fees for this project. If we must contact a private locating firm or if private locating firm is hired, we would pass along their fees at cost plus 15%.

We will drill with hollow stem augers or solid stem augers, and sample by the split barrel method (ASTM: D 1586). Our crew will maintain logs noting the drilling and sampling methods and groundwater levels.

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with soil cuttings at your request and not by Bentonite Grout.

Laboratory Testing

Our laboratory program will be initiated by a Geotechnical Engineer examining the recovered samples to determine the major and minor soil components. We anticipate performing routine testing including moisture content determination and unconfined compressive strength of cohesive samples (by hand penetrometer).

If special testing is required, such as Atterberg Limits tests, gradation tests, organic content tests, or consolidation tests, we will contact you to discuss a modification in the scope of work before proceeding. After completion of the laboratory testing, the Engineer will visually/manually classify each sample based on texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs and the geotechnical report.

NASHnal Soil Testing, LLC.

23856 West Andrew Road, Unit 103, Plainfield, IL 60585

Ph 630-780-5201, Fax 630-429-9099



Mr. Chris Hanchett

04-21-2025

Pedestrian bridge over Tinley Creek located in Orland Park

Proposal No. 2025-3513-08P

Drilled at 8455 Tee Brook, Orland Park, IL

Geotechnical Report

In our report, we will describe the soil and groundwater conditions that we encounter and present recommendations for feasible methods of foundation and earthwork design and construction. We will discuss site preparation and excavation, including the placement of fill or backfill. We would present various foundation systems if possible and applicable design parameters and settlement recommendations. We would also discuss the embedment of the structure's foundations for protection from frost penetration.

We will present an estimated coefficient of friction of concrete and soil, for the use in design of the foundations for lateral forces.

We will present recommendations for the preparation of the floor slab sub grade/structural floor, with an estimated modulus of sub grade reaction for the use by the Structural Engineer in designing the floor slab thickness. We will discuss the applicability of a vapor barrier under the slab on grade, to reduce the migration of water vapor upward from the soil into and through the concrete slabs. Water vapor migrating upward through the slabs can damage floor coverings. Our report will conclude with a discussion of construction considerations related to foundations and earthwork on this site.

Fees

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with cuttings and plug the surface with bituminous cold patch, if required

Based on the scope of work described above, we will charge the following fees.

Mobilization/demobilization of men & equipment	\$ 1,000.00
1 borings, 50 total lineal feet of soil Boring	\$ 6,000.00
Geotechnical Exploration Report	\$1,500.00
Sub Total Geotechnical Exploration	\$ 8,500.00

NASHnal Soil Testing, LLC.

23856 West Andrew Road, Unit 103, Plainfield, IL 60585

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If additional borings or deeper borings are needed, or if engineering and testing are requested beyond that required for preparation of the report (i.e., post-report consultation, report revision due to changes in building design or location, specification review, pre-bid or pre-construction meetings), the increase in our fees will be in accordance with the unit prices shown on the enclosed fee schedule. If additional trips are required to drill the job, an additional mobilization fee will be charged.

Work Schedule

The utility locating will require three days following your authorization(completed). We estimate that drilling will take one working day to complete. Laboratory testing will require an additional three days following drilling. We may submit copies of the boring logs at the completion of laboratory work, and provide verbal recommendations to the Structural Engineer to allow them to start on their design prior to receiving our formal report. Following completion of the testing, we would then prepare the soil report. We anticipate starting drilling sometime in the week of 5/19/2025, if that is not possible, we will inform you in writing.

Environmental Concerns

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site, nor environmental testing of the soil or groundwater. Environmental services can be provided if you desire.

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Authorization

We are submitting this proposal in electronic format for acceptance. When it is accepted, we ask that one copy be signed by an authorized representative of the party responsible for payment for these services, and that this copy be returned to us as our authorization to proceed.

We have enclosed with this proposal a copy of our General Conditions. The terms contained in the General Conditions are incorporated herein and are an integral part of this contract for professional engineering services. ACCEPTANCE OF THIS PROPOSAL BY AUTHORIZED SIGNATURE, VERBAL AUTHORIZATION, OR ISSUANCE OF A PURCHASE ORDER, INDICATES THAT YOU UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS PROPOSAL, INCLUDING THE GENERAL CONDITIONS.

Mobilization/demobilization for 1 boring 50 ft deep and Geotechnical Expl Report **\$ 8,500.00**

If you have any questions regarding this proposal, please contact us.

Sincerely,
Engineering Testing Laboratories

Umar T. Ahmad, P.E.
Senior Project Engineer

Enclosures:

Important Information regarding your Geotechnical Engineering Proposal
General Conditions for Geotechnical Engineering

ACCEPTED

DATE: _____

FIRM: V3 Companies

AUTHORIZED NAME: _____

WHEN ACCEPTED PLEASE SIGN *THIS* COPY AND *RETURN* IT TO OUR *OFFICE*. THANK YOU.

(Please print)

AUTHORIZED SIGNATURE: _____



IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING PROPOSAL

As the client of a consulting geotechnical engineer, you should know that site subsurface conditions cause more construction problems than any other factor. Following are some suggestions and observations to help you manage your risks.

Have Realistic Expectations

If you have not dealt with geotechnical issues before, recognize that site exploration identifies actual subsurface conditions only at those points where samples are taken, at the time they are taken. The data derived are extrapolated by consulting geotechnical engineers who then apply their judgment to render an opinion about overall subsurface conditions, how they will react to construction activity, and appropriate design of foundations, slopes, impoundments, and other construction elements. Even under optimal circumstances, actual subsurface conditions may differ from those inferred to exist, because no geotechnical engineer, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

Develop The Subsurface Exploration Plan With Care

The nature of a subsurface exploration program - the types, quantities, and locations of procedures used plays a large role in determining the effectiveness of a geotechnical engineering report and the design based upon it. The more comprehensive a subsurface exploration plan, the more information it provides to the geotechnical engineer, helping the engineer reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered. Geotechnical design begins with development of the subsurface exploration plan, a task that should be accomplished jointly by you and/or your professional representatives and the geotechnical engineer. Mutual development helps assure that all parties involved recognize one another's concerns and the available technical options. Clients who develop a subsurface exploration plan without the involvement of their geotechnical engineers may be required to assume responsibility - and liability - for the plan's adequacy.

Read General Conditions Carefully

Most consulting geotechnical engineers include their standard general contract conditions in their proposals, and it is common for one of these conditions to limit the engineer's liability. Known as risk allocation or limitation of liability, this approach helps prevent problems to begin with, and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of the general conditions explain the geotechnical engineer's responsibilities, in order to help prevent confusion and misunderstandings, and assist all parties in recognizing who is responsible for different tasks.

In all cases, read the geotechnical engineer's general conditions carefully. Speak with the geotechnical engineer about any questions you may have.

Have The Geotechnical Engineer Work with Other Design Professionals

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a geotechnical engineering report. To help avoid misinterpretations, retain your geotechnical engineer to work with other project design professionals who are affected by the geotechnical report. Ask the geotechnical engineer to explain report implications to those design professionals affected by them, and to review other design professionals' plans and specifications to consider the manner in which they have incorporated geotechnical issues. Although other design professionals may be familiar with geotechnical concerns, none knows as much about them as a competent geotechnical engineer.

Realize That Environmental Issues Have Not Been Addressed

If you have requested a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice always to have a site reviewed from an environmental viewpoint. A geotechnical engineer cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.



GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING

I. Scope of Work,

NASHnal Soil Testing, LLC (hereinafter called NST) shall perform the services defined in this contract and shall invoice the client for those services at the rates shown on the attached FEE SCHEDULE. Any estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only as an estimate, unless otherwise specifically stated in the contract. NST will provide additional services under this contract, as required to complete the engineering assignment, and/or as authorized by the Client and requested by the Client with charges for those additional services at the stated rates.

II. Soil Boring Locations and Elevations

It is desirable for NST to use its expertise in determining the number, depth, and locations of borings. However, it is understood that the Client may specify the number, location, or depth of borings. NST agrees to follow the Client's specifications to the extent practical. If the Client specifies the number, depth or locations of borings, Client agrees to accept the risk associated therewith, and agrees to indemnify and hold harmless NST from the claims of others arising there from. To the extent that the Client does not specify the number, locations, or depth of borings, such will be selected by NST personnel. NST will determine the ground surface elevations at the boring locations. If a benchmark is not available on the site, the elevations may be estimated from the topographic map (if one is provided). In using survey data provided by the Owner (for horizontal and vertical control), NST assumes no liability or responsibility to verify the accuracy of the survey data; we assume the survey data and/or benchmark elevations are correct as given. When NST uses a benchmark provided by the local municipality, county, or the state, we likewise assume no liability or responsibility in verifying the correctness of the elevation.

Since NST does not practice in the profession of land surveying, boring locations will be located in the field within the accuracy feasible. When the property lines are not surveyed and staked it may be necessary to approximately locate the borings by reference to available landmarks and landforms. In some cases, NST will request the Owner to either survey the boring locations before drilling starts, or after the completion of drilling. Such surveying will be carried out at no cost to NST. The boring locations shown on the Soil Boring Location Diagram are to be considered as approximate locations only.

III. Access to Site

Unless otherwise agreed, the Client will furnish NST with right-of-access to the site in order to conduct the planned exploration or field service. NST will take reasonable precautions to minimize damage due to its operations. NST has not included in the estimated charges the cost of restoration of any damage resulting from the operations, and will not be liable for such damage, If the Client directs, NST will restore the site and add the cost of restoration to the charges in accordance with personnel and equipment rates indicated on the FEE SCHEDULE.

IV. Utilities

In the prosecution of the work, we will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures, which are not called to our attention and correctly shown or described on the documents furnished.

V. Discovery of Unconfirmed Pollution, Notification to the State

If we observe a substance at the ground surface, in a boring or an excavation, or if we observe a substance in contact with or within the groundwater, which in our professional opinion could potentially pollute surface waters or the groundwater, there is a legal obligation to notify the State of Illinois Emergency Management Agency, in accordance with the provisions of Title 29, Chapter I, Subchapter D, Part 430, (29-IAC-430) "Emergency Response." It is our understanding that this notification must be "immediate," usually interpreted by the Agency to be within 24 hours. We will attempt to notify you, our Client, first to have you do the notification, but if you do not assure us that you will do so, or if we are unable to communicate with you, we will then be obligated to notify the State directly. The requirements of this statute supersede the usual practice of client confidentiality, and Client agrees to hold NST harmless from any consequences arising from such notification.

VI. Invoices

a. Invoices will be submitted once a month or services performed during the prior month, Payment is due upon presentation and is past due after thirty (30) days of receipt of the invoice, unless specifically arranged otherwise in writing. The Client shall provide NST with a clear written statement within fifteen (15) days after the invoice date of any questions with respect to the invoice. Failure to provide NST with a clear written statement within fifteen (15) days shall constitute acceptance of an invoice as submitted. The Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month eighteen percent (18%) annually on past due accounts but not to exceed the maximum rate by law. The billing rates as described in the Agreement will be increased on the anniversary of the effective date of this agreement.

b. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which NST is not involved, or upon the Client's successful completion of the project. It is agreed that all expenses incurred by NST in liens or collecting a delinquent amount, including but not limited to reasonable attorneys' fees, financial charges, witness personnel, document duplication, organization and storage costs, court costs, travel and subsistence, shall be paid to NST by the Client in addition to the delinquent amount.

VII. Ownership of Documents

NST will furnish two (2) copies of each report to the Client. The Client will be billed for additional copies at the cost of \$25.00 per copy.

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by NST, as instruments of service, shall remain the property of NST.

Client agrees that all reports and other work furnished to the Client or his agents who are not paid for, will be returned upon demand, and will not be used by the Client for any purpose whatsoever.

NST will not retain any records relating to the services performed following submission of the report.

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