

September 8, 2025

Mr. S. Khurshid Hoda – Director, Engineering Programs and Services Village of Orland Park 14700 Ravinia Avenue Orland Park, Illinois 60462

RE: Proposal for Professional Services | 17101 Wolf Road Development

Dear Mr. Hoda:

On behalf of V3 Companies, Ltd., we are pleased to submit this proposal for Professional Services for development of the property located at 17101 Wolf Road. 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 Valdes Engineering Company (CLIENT) and V3 Companies, Ltd. (V3) for services on this project.

PROJECT UNDERSTANDING

We understand that the Village would like to complete a site assessment and construction options to enhance the parcels. Historical land use included a bus depot and restaurant. Options include three alternatives:

- 1) ALT 1 Re-planting of paved areas with vegetation (Figure 1)
- 2) ALT 2A/B Excavation of paved areas to maximize storage volume (Figures 2 & 3)
- 3) ALT 3 Recreational use on paved areas (Figure 4)

The designs take into account constraints such as existing grades, FEMA floodplain/floodway, wetlands, soil conditions, and anticipated regulatory requirements. V3 will perform services for this project as described in the detailed scope of services exhibits attached. The compensation table is broken down into base bid tasks (required for all alternatives) and then additional design and permitting costs associated with each alternative.

DEISGN BUILD PROJECT DELIVERY OPTION

In addition to the traditional design, permitting, bid and build process, it is our understanding that CLIENT would like to evaluate the Design Build project delivery option. In this type of project delivery, the Owner retains the design-builder to develop the overall program, establish the project costs and schedule, and ultimately complete the execution of the work. The costs are typically broken down into two phases generally consisting of program development followed by construction of the project. Ultimately, the design build project delivery option typically reduces the traditional delivery option professional service fees by 5% - 15% (less detailed final design, no special provisions, no bid process and review, etc.) but reduced design fees only represent one of the advantages of design build. The other advantages are listed below.



ADVANTAGES TO DESIGN/BUILD

- Single Point of responsibility (start to finish)
- > Allows for establishment of accurate project budgets early in the development of the project
- > Improves overall project delivery timeline
- Reduces total project cost
- Minimizes design and construction risk due to single responsibility for final project delivery
- Eliminates conflicts between designers and contractors (Owner responsibility to resolve)
- Reduces Owner's administrative effort
- ➤ Higher likelihood of meeting Owner's success criteria for the project

With the understanding that there are many variables associated with evaluating different project alternatives at this stage of project development, V3's construction professionals provided schematic designs and associated conceptual budgets (Figure 5) in this proposal to provide CLIENT with an understanding of potential project costs for different types of proposed improvements. The provided construction costs are conceptual in nature and would need to be refined during the program development phase of a design build process and do not represent a final cost bid.

\$63,480

COMPENSATION

	SCOPE EXHIBIT	FEE (HOURLY)
STORMWATER SERVICES		
Site Visit, Data Collection & Utility Coordination	Α	\$6,500
	SUBTOTAL	\$6,500
WETLAND SERVICES		
Wetland Delineation (Field Work and Report) Within Cook County Growing Season (May-October)	А	\$6,500
Threatened & Endangered Species Consultation	A	\$2,000
Survey Locate of Wetland Boundaries and Ordinary High-Water Mark of Marley Creek	А	\$2,500
Riparian Buffer Corridor Assessment	A	\$2,500
	SUBTOTAL	\$13,500
ENVIRONMENTAL SERVICES		
Phase I ESA 17171 Wolf Road	A	\$6,000
Asbestos and Lead Building Survey	A	\$8,480
Environmental Soil Screening	A	\$18,500
	SUBTOTAL	\$32,980
SURVEY SERVICES		
ALTA & Topographic Survey	А	\$10,500
	SUBTOTAL	\$10,500

BASE SERVICES TOTAL

ALTERNATIVE 1 REMOVE EXISTING PAVED AREAS & VEGETATE ONLY (OPEN SPACE-NO STORAGE)

	SCOPE EXHIBIT	FEE (HOURLY)
STORMWATER SERVICES		
Preliminary Engineering	В	\$3,000
Final Engineering	В	\$4,500
IDNR-OWR Permit	В	\$5,000
IEPA Notice of Intent	В	\$4,000
	STORMWATER SUBTOTAL	\$16,500
WETLAND SERVICES		
Native Planting Design	В	\$5,000
Native Planting Management & Monitoring Plan (MMP)	В	\$4,000
U.S. Army Corps of Engineers (USACE) No Permit Required Submittal	В	\$5,500
MWRD- No Permit Required Submittal	В	\$2,500
Project Meetings & Project Coordination with Client and Regulatory Agencies	В	\$5,000
	WETLAND SUBTOTAL	\$22,000

BASE SERVICES TOTAL	\$63,480
ALTERNATIVE 1 SERVICES TOTAL	\$38,500
GRAND TOTAL (BASE SERVICES + ALTERNATIVE 1 SERVICES)	\$101,980

\$27,500

\$2,500

\$2,500

ALTERNATIVE 2A CREATE COMPENSATORY STORAGE IN EXISTING PAVED AREAS **SCOPE EXHIBIT** FEE (HOURLY) **STORMWATER SERVICES** Preliminary Engineering C \$6,000 С \$9,000 Final Engineering С \$5,000 **IDNR-OWR Permit** С IEPA Notice of Intent \$4,000 **MWRD Permit** С \$2,500 **STORMWATER** \$26,500 **SUBTOTAL WETLAND SERVICES** С Native Planting Design \$5,000 Native Planting Management & Monitoring Plan С \$4,000 (MMP) U.S. Army Corps of Engineers (USACE) No Permit С \$5,500 **Required Submittal** С MWRD Wetland/Riparian Permitting \$6,000 Project Meetings & Project Coordination with С \$7,000

BASE SERVICES TOTAL	\$63,480
ALTERNATIVE 2A SERVICES TOTAL	\$56,500
GRAND TOTAL (BASE SERVICES + ALTERNATIVE 2A SERVICES)	\$119,980

WETLAND

SUBTOTAL

С

SURVEY

SUBTOTAL

Client and Regulatory Agencies

As-Built Survey (Two Basins)

SURVEY SERVICES

ALTERNA EXCAVATE ENTIRE SITE TO MAXIMIZE STO		HANCE WETLANDS
EXCAVATE ENTINE SITE TO MAXIMIZE STOP	SCOPE EXHIBIT	FEE (HOURLY)
STORMWATER SERVICES		
Preliminary Engineering	D	\$7,000
Final Engineering	D	\$11,000
IDNR-OWR Permit	D	\$5,000
IEPA Notice of Intent	D	\$4,000
MWRD Permit	D	\$2,500
	STORMWATER SUBTOTAL	\$29,500
WETLAND SERVICES		
Native Planting Design	D	\$7,000
Native Planting Management & Monitoring Plan (MMP)	D	\$6,000
U.S. Army Corps of Engineers (USACE) Nationwide Permit 27 Submittal	D	\$12,000
MWRD Wetland/Riparian Permitting	D	\$8,000
Project Meetings & Project Coordination with Client and Regulatory Agencies	D	\$10,000
	WETLAND SUBTOTAL	\$43,000
SURVEY SERVICES		
As-Built Survey (Overall Site Basin)	D	\$2,500
	SURVEY SUBTOTAL	\$2,500
D 405 05D) W050 50541		460.465
BASE SERVICES TOTAL		\$63,480
ALTERNATIVE 2B SERVICES TOTAL		\$75,000

BASE SERVICES TOTAL	\$63,480
ALTERNATIVE 2B SERVICES TOTAL	\$75,000
GRAND TOTAL (BASE SERVICES + ALTERNATIVE 2B SERVICES)	\$138,480

ALTERNATIVE 3 RECREATIONAL USE ON EXISTING PAVED AREAS ONLY		
	SCOPE EXHIBIT	FEE (HOURLY)
STORMWATER SERVICES		
Preliminary Engineering	E	\$8,000
Final Engineering	E	\$15,000
Hydraulic Modeling	E	\$14,000
IDNR-OWR Permit	E	\$9,000
IEPA Notice of Intent	E	\$4,000
MWRD Permit	E	\$10,000
FEMA LOMR	E	\$12,000
	SUBTOTAL	\$72,000
WETLAND SERVICES		
Native Planting Design (For Basin)	E	\$4,000
Native Planting Management & Monitoring Plan (MMP)	Е	\$3,000
U.S. Army Corps of Engineers (USACE) Nationwide Permit (For Outfall to Marley Creek)	Е	\$7,000
MWRD Wetland/Riparian Permitting	E	\$6,000
Project Meetings & Project Coordination with Client and Regulatory Agencies	Е	\$5,000
	SUBTOTAL	\$25,000
SURVEY SERVICES		
As-Built Survey (Pickleball Courts, Parking & Basin)	E	\$2,500
5 Hydraulic Cross Sections	E	\$3,200
	SUBTOTAL	\$5,700

	\$63,480
ALTERNATIVE 3 SERVICES TOTAL	\$102,700
GRAND TOTAL (BASE SERVICES + ALTERNATIVE 3 SERVICES)	\$166,180

MISCELLANEOUS EXHIBITS

V3 STANDARD BILLING RATE SCHEDULE GENERAL TERMS AND CONDITIONS

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.

CLIENT will be invoiced monthly for professional services. 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

V3 will initiate its services promptly upon the receipt of CLIENT's written acceptance of this proposal.

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

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

The information provided by V3 regarding wetland boundaries is based on an interpretation of the three criteria that define wetlands (vegetation, soils, and hydrology) at the time the wetlands are delineated. V3 provides the best information available at the time of the delineation, but factors beyond our control may outwardly change the nature or the extent of wetlands on a site.

The ultimate decision on wetland boundaries rests with the federal government (USACE) and MWRD. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on many factors, including but not limited to, the experience of the agency representative making the determination and the time of year. In addition, the physical characteristics of the site can change with time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events.

The CLIENT will provide access to the site and to the best of their ability, ensure that the site is safe to enter. Should the site be deemed not safe upon V3 field crews entering the site, V3 personnel will leave the site. V3 will contact the CLIENT and coordinate any and all measures and actions needed by the Client for the site to be cleared for safety purposes and re-accessed by V3 personnel.

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.

Page **9** of **34** Mr. S. Khurshid Hoda September 8, 2025

Sincerely, V3 COMPANIES, LTD.	Accepted For: VILLAGE OF ORLAND PARK	
DALM.A	Ву:	
Derrick Martin, P.E. Natural Resources Group Manager	Title:	
	Date:	

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IN	VOICE INFORMATION
PREFERENCE: Receive by Email	Purchase Order # (If Applies)
Receive by Mail	Important Accounting Notes:
Both	
SEND INVOICE TO:	
Attention:	
Company:	
Address:	
Email:	
Phone:	



EXHIBIT A | BASE SERVICES

STORMWATER SERVICES

SITE VISIT, DATA COLLECTION & UTILITY COORDINATION

This task includes the following services:

- 1. A V3 water resources engineer will visit the site to view existing conditions and collect measurements, photos, or other documentation as necessary.
- 2. Review of any historical engineering reports provided by the Village and publicly available data such as Village GIS data, FEMA FIRMs & FIS reports, and Cook County aerial topographic mapping.
- 3. Utility coordination; includes submittal of a design JULIE request and review of utility atlas information obtained from utility companies and the Village.

WETLAND SERVICES

WETLAND DELINEATION (FIELD WORK AND REPORT) WITHIN COOK COUNTY GROWING SEASON (MAY-OCTOBER)

The following services will be performed to provide you with information on the location, quality, and extent of wetlands/Waters of the U.S. present within the project limits and 100 feet beyond the project limits.

V3's Wetland Specialists consisting of a botanist and soil scientist from our Natural Resources Division will conduct a field investigation of the site within the Cook County growing season (May 15-October 1 of any given year) to locate and delineate wetlands/Waters in accordance with the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Region. The limits of any delineated wetlands/Waters of the U.S. will be staked in the field, and the boundaries will be mapped on a recent large-scale aerial photograph, based on our field assessment of the vegetation, soils and hydrology at the site. The limits of any on-site wetland/Waters of the U.S. will be located using survey grade equipment during the field investigation portion of the wetland delineation.

Since wetlands/Waters of the U.S. are present on and immediately adjacent to the site, wetland assessment is required by the U.S. Army Corps of Engineers, Chicago District (USACE) and MWRD. Wetland assessment involves an evaluation of wetland characteristics, including wildlife habitat quality, water quality functions, and plant community quality. Wetland Assessment also includes a preliminary jurisdictional determination for isolated or adjacent wetland. Delineated wetlands will be rated as High-Quality Aquatic Resources (HQAR's) in accordance with the USACE and MWRD, if applicable.

A wetland report will be provided with the results of our field investigation, including the location and size of wetlands/Waters of the U.S. present, a wetland quality evaluation, a Floristic Quality Assessment (FQA), and the wetland assessment. Floristic inventories and detailed soil classification data for each area investigated will be provided in the report. Areas determined to be wetland on the property will be shown on a recent, large-scale aerial photo exhibit. USACE and MWRD wetland permitting and/or mitigation requirements will be addressed in the report. The wetland report also will contain detailed technical documentation suitable for review and approval by the USACE and MWRD. The wetland delineation report is valid for a period of five (5) years.



THREATENED & ENDANGERED SPECIES CONSULTATION

As required by the USACE and MWRD, V3 will conduct and complete the United States Fish and Wildlife (USFWS) Section 7 Federal threatened and endangered species consultation checklist for the site. V3 will also prepare and submit the required IDNR EcoCAT for inquiry on state threatened & endangered species.

SURVEY LOCATE OF WETLAND BOUNDARIES & ORDINANRY HIGH WATER MARK (OHWM) OF MARLEY CREEK

V3 will locate any wetland/waters flags placed within the investigation limits with survey grade equipment and accuracy during the wetland delineation field work. The Ordinary High-Water Mark (OHWM) of Marley Creek will be survey located. This level of detail and accuracy is required by MWRD and the USACE for any engineering plans included within permit submittals to the agencies.

RIPARIAN BUFFER CORRIDOR ASSESSMENT

MWRD regulates the 50-foot riparian corridor adjacent to Waters of the U.S. The ordinance requires an assessment of the existing vegetation and function of the vegetation within the riparian corridor. V3's botanist will assess the riparian corridor of Marley Creek and will document the findings within V3's wetland delineation report. This data is also required for any proposed MWRD permitting.

ENVIRONMENTAL SERVICES

PHASE I ENVIRONMENTAL SITE ASSESSMENT (17171 WOLF ROAD)

As part of the base scope of services, regardless of the selected development option, V3 will conduct a Phase I Environmental Site Assessment (ESA) for the 17171 Wolf Road Property. The proposed Phase I ESA scope of work will be performed in general accordance with the American Society of Testing and Materials (ASTM) standards outlined in the ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (Standard E1527-21) and the "Standards and Practices for All Appropriate Inquiries; Final Rule", 40 CFR Part 312, as amended February 13, 2023 (AAI). The objective of the proposed Phase I ESA is to identify Recognized Environmental Conditions (RECs) in connection with the property to the extent feasible pursuant to the process prescribed in the Standard. [Note: EPA has recently designated PFOA and PFOS as CERCLA hazardous substances and consequently the review of those PFAS compounds is considered within the scope of ASTM E1527-21].

In accordance with ASTM E1527-21 and AAI this practice constitutes "All Appropriate Inquiries" into the previous ownership and uses of the property consistent with good commercial or customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of CERCLA and petroleum products. This ESA is intended to permit a *User* to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability.

SCOPE OF SERVICES

The assessment shall be performed under the direction of "An Environmental Professional (EP)" which is defined in ASTM E1527-21 as a person who possesses specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of

releases or threatened releases on, at, in, or to a property, sufficient to meet the objectives and performance factors in the referenced ASTM Standard.

The following tasks will be performed in accordance with ASTM Standards to characterize the environmental status of the *property*:

- 1. Environmental Record Review
- 2. Historical Record Review
- 3. Activity and Land Use Limitations (AULs) and environmental liens (CLIENT)
- 4. Interviews
- 5. Site Reconnaissance
- 6. Vapor Migration Screening
- 7. Project Report (digital copy)

COMPENSATION NOTES

V3 will perform the proposed scope of services for the stated lump sum fee. The lump sum fee assumes the search for AULs and environmental liens will be provided by CLIENT and includes **up to 2 hours** for environmental and historical regulatory file review and records search.

In the event CLIENT asks that V3 provide an *AUL*/lien search or a chain-of-title search, and for time spent beyond the stated maximum for regulatory file review and records search, the following additional fees apply:

- 1. Regulatory File Review and Records Search: Hourly (hours beyond the above stated maximum)
- 2. **AUL/Lien Search:** \$400 (Additional fees apply to property consisting of more than two PIN numbers and/or owners)
- 3. Chain of Title Search: \$500 (includes AUL/Lien Search)

ASSESSMENT LIMITATION & ASSUMPTIONS

- 1. *All Appropriate Inquiries* is only the first step in establishing the ability to qualify for CERCLA liability protection; "continuing obligations" and "appropriate care" apply after purchase. This assessment is not a fulfillment of continuing obligations or appropriate care, as may be required.
- 2. Conditions which limit the effectiveness of visual observations (i.e. snow or thick vegetation) may interfere with identification of RECs.
- 3. Site will be accessible and safe without a need for personal protective equipment higher than standard Level D and that protection from radiological and biological hazards will not be warranted.
- 4. Property improvements will not differ from improvements at the time of proposal.

ASSESSMENT OF ISSUES BEYOND THE SCOPE OF ASTM E 1527

Unless otherwise explicitly stated below, environmental issues or conditions beyond the scope of ASTM E1527-21, aka *Non-Scope Considerations*, will <u>not</u> be addressed in the Phase I ESA. *Non-Scope Considerations* include but are <u>not</u> limited to: asbestos-containing building materials, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality, industrial hygiene, lead-based paint, lead in drinking water, mold or microbial growth, PCB-containing building materials, naturally-occurring radon, regulatory compliance, wetlands, and substances not defined as CERCLA *hazardous substances*, including but not limited to emerging contaminants such as *per- and polyfluoroalkyl substances* (PFAS). **The assessment of** *business environmental risk* (BER) associated with *Non-Scope Considerations* can be provided upon formal request as additional scope and fee.

The following ASTM non-scope considerations are included within the scope of this proposed Phase I ESA:

1. <u>PFAS</u>: A screening for uses or sources at the Site and neighboring properties that are indicative of a high risk for PFAS contamination. Documentation of the PFAS screening will be supported by inclusion of a PFAS checklist within the Appendix of the Phase I ESA report. [Note: EPA has recently designated PFOA and PFOS as CERCLA hazardous substances and consequently the review of those PFAS compounds is considered within the scope of ASTM E1527-21].

CLIENT RESPONSIBILITIES FOR ASTM PHASE I ESA

- Access to Site and Site Structures: CLIENT shall provide access to both the site and existent structures
 and buildings. V3 must access any buildings that exist on the site to look for issues that might be of
 environmental concern.
- 2. Responsibility as ESA "User": ASTM standards specify the "User" (the party who intends to use the ESA) is responsible for informing the environmental professional whether any environmental liens exist with regard to the property and must make the professional aware of any specialized knowledge or experience that is material to the recognition of environmental conditions in connection with the property. V3 will submit a questionnaire to the "User" in this regard. It is the CLIENT's responsibility to complete the "user" questionnaire and return this to V3 in a timely manner.
- 3. **Identification of Property Owner**: ASTM standards specify the property owner must make the professional aware of any specialized knowledge or experience that is material to the recognition of environmental conditions in connection with the property. V3 will contact the property owner to discuss this matter. V3 will submit a questionnaire to the property owner.
- 4. Information and Data: In the execution of this project, it is the CLIENT's responsibilities to:
- Furnish available documents (i.e. reports, surveys, chain-of-title), prior to project initiation.
- Search for environmental cleanup liens (or designate V3 to perform this activity on the CLIENT's behalf).

CONFIDENTIALITY

V3 shall not reveal to any person or entity, except to any person or entity designated by the CLIENT, any of the terms of this agreement, any information furnished by the CLIENT, any findings, reports, or conclusions of V3 relating to the CLIENT's property ("confidential information"). This confidentiality shall survive the final payment of the CLIENT to V3 for services rendered. The CLIENT understands the Phase I ESA may uncover conditions that, by law, it must report to a regulatory agency and acknowledges that in such circumstances, V3 shall have no responsibility to make such report.

ASBESTOS CONTAINING MATERIAL AND LEAD PAINT BUILDING SURVEY

Prior to demolition of any structures at 17101 and 17171 Wolf Road should be surveyed for Asbestos Containing Materials (ACM) and Lead-based Paints. V3 will subcontract TEM Environmental, Inc. (TEM) to conduct the ACM and Lead-based Paint survey. The scope of work proposed by TEM along with various assumptions and limitations is included as an attachment to this proposal.

ENVIRONMENTAL SOIL SCREENING

Based on the identified Recognized Environmental Conditions (RECs) associated with the former land use of 17101 Wolf Road, and considering that any proposed construction of a naturalized areas or wetland would require grading, excavation, and potential soil export, V3 recommends environmental

soil sampling to screen site soils for potential contamination that may present a risk to the project, increase project costs for soil disposal, or pose a risk of exposure to future site users.

V3 will conduct an Environmental Soil Screening with two primary objectives:

- Classify site soils for possible export and offsite disposal
- Screen the property for potential sources of contamination

The classification of soils for disposal and potential certification of clean fill will be conducted in accordance with IL Title 35 Part 1150 Subtitle J: Clean Construction or Demolition Debris. Additionally, sample results will be compared to Tier 1 soil remediation objectives (ROs) specified in 35 Illinois Administrative Code (IAC), Part 742-Tiered Approach to Corrective Action Objectives (TACO) to determine if there any sources of contamination within the project area that may pose a risk to future site users.

The Environmental Soil Screening will include the following tasks:

- Review available Phase I ESAs and reasonably ascertainable regulatory information published by federal, state, local, tribal, health, and/or environmental agencies pertaining to properties adjacent to the Site.
- A soil sampling plan will be developed based on the estimated excavations proposed construction activities and the historic use of the Site.
- Soil sampling will be conducted by a V3 geologist or environmental engineer.
- Sample analysis will be performed by an Illinois NELAP accredited laboratory.
- The field sampling activities and the lab analytical results will be detailed in a environmental soil screening report.
- Considering the soil sampling is dependent on the findings of the records review the costs associated with the Environmental Soil Screening were based on the following assumptions and could be subject to change depending on the project design and Site history. Proposed costs are based on the following assumptions:
 - Standard 48-hours for the JULIE utility locate. All onsite utilities are dead and there is no need for a private utility locate.
 - A maximum of 1 days of drilling.
 - Up to 10 borings for the project.
 - Up to 1 soil sample per boring.
 - Assumed sample analysis for one or more of the following:
 - VOCs
 - SVOCs
 - RCRA 8 Metals (Total and/or TCLP/SPLP)
 - pH
 - Assumes standard 5 to 7-day turn-around time for lab sample results (expedited turnaround time is available for an added surcharge).
- Depending on the sampling results and specifics of proposed soils export, there may be justification for additional soil sampling or soil management strategies to maximize CCDD disposal and provide cost savings. Additional sampling and development of soil management plans are not included in this scope.

SURVEY SERVICES

DESCRIPTION OF THE PROPERTY

■ The property to be surveyed is located at 17101 Wolf Road, Orland Park, Illinois and has the tax number of 27-29-300-034 (approximately 10.7 Acres).



The areas to be topographically surveyed (Survey Area) shall include the aforementioned property and shall extend <u>25</u> feet beyond the property lines and to the <u>centerline</u> of adjoining roads or streets.

INFORMATION REQUIRED

The following information, necessary to perform the ALTA/NSPS Land Title Survey, shall be furnished by the CLIENT:

- Permission to enter and survey the land.
- A disclosure of any hazardous materials located on this site.
- A current or recent Title Commitment for the property and any known easements, written agreements, or other documents of record cited therein or in the property files of the client which may affect the property.
- Any existing pertinent utility records or maps for the subject property, if available.

PRODUCT - ALTA & TOPOGRAPHIC SURVEY

The minimum requirements necessary to satisfy the 2021 Minimum Standard Detail Requirements for ALTA/NSPS surveys and including Items 1-5, 7(a), 8 and 11(a).

Additional and/or modified certification language outside the standard ALTA certification language shall not be placed on the survey.

- 1. Record a minimum of two (2) permanent benchmarks at the site. Elevations shall be referenced to a datum commonly acceptable to the reviewing government agency. Description of the source benchmark to which the new benchmarks are tied shall be indicated on the survey. The elevation shall be transferred from source to site via GPS or level circuit.
- 2. A contour survey (Table A Item 5) with 1'-0" contour intervals will be prepared from field spot elevations. Spot elevations obtained in the field will be of sufficient quantity to generate a contour survey, which properly represents the ground surface. Additional elevations will be indicated on the survey as required to establish accurate profiles (including changes or breaks in grade) and cross-sections of walks, curbs, gutter, pavement edges, and centerlines.
- 3. Finished floor or top of foundation elevation(s) of existing buildings within the Survey Area.
- 4. Spot elevations will 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 shown to the nearest 0.1 foot.
- 5. Pavement types such as concrete, asphalt, gravel, etc. shall be depicted.
- 6. Existing improvements, buildings, and surface features shall be located.
- 7. An individual tree survey is not included in the scope of topographic surveying services presented herein. Only general outlines of tree and brush limits shall be shown.
- 8. Mean elevations of water in retention ponds, lakes, or streams will be shown as depicted at the time the survey field work was conducted.
- 9. Top of curb, flow line, and edge of pavement elevations of all roadways and streets within the survey area.
- 10. Roadway striping of all roadways and streets within the survey area.
- 11. The utilities mapped will incorporate information on existing utility systems adjoining or contained within the Survey Area which are obtained from municipal departments or utility companies responding to written or verbal requests for utility records through the 811 Process and available for V3's use at the time of the survey. Records or Atlas information that is provided to V3 after completion of the survey can be provided to the CLIENT or engineer.
- 12. Field markings by 811 members, which are coordinated by others, shall be shown on the survey if present and practical at the time of survey. The following list contains typical information provided for the specific utilities located, which are above ground and visible at the time of the survey. Snow cover, earth or construction debris covering typically above ground structures may not be located.
 - a) Sanitary and Storm Sewers: Size, type and direction of pipes; rim and invert elevations. Location of manholes, inlets, catch basins, and end sections.

- b) Water Mains: Size, type and direction of pipes, top of pipe elevations, location of valves and hydrants.
- c) Gas Mains: Location of valves and mains if marked in the field at the time of the survey.
- d) Telephone, Electric, and Cable TV pedestals and transformers.
- e) Traffic and Street Light poles and cables if marked in the field at the time of the survey.
- f) Visible evidence of field tiles or those marked in the field at the time of the survey.
- g) Other utilities not listed above and occurring within the Survey Area will be shown in a similar manner.
- 13. Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through the 811 processes, if available. V3 shall only show underground utility lines between structures that are located in the field and appear to be connected. In areas where structures are not shown connected, V3 recommends that the CLIENT contract a specialist to perform a die test or other sub terrain exploratory test.

EXTENT OF AGREEMENT (BASE SERVICES)

This agreement is for the services defined in the detailed scope of service above. This agreement does not include services for the following items, many of which can be provided by V3 as part of a separate agreement if desired.

- 1. Services resulting from any significant modifications to the design concept by CLIENT after V3 has received authorization to proceed with a specific phase of work.
- 2. Archaeological Services of any kind.
- 3. U.S. Army Corps of Engineers Nationwide, Regional or Individual Permitting of any kind.
- 4. MWRD wetland/riparian buffer permitting.
- 5. Installation, management, or monitoring of native vegetation.
- 6. Indirect wetland impact analysis.
- 7. Wetland Mitigation or Best Management Practices Design or Coordination.
- 8. IDNR Incidental Take Permitting of any kind.
- 9. Archaeological Services of any kind.
- 10. Species specific investigations as a result of threatened & endangered species consultation.
- 11. Tree survey or assessment of trees, or bat habitat evaluation.
- 12. 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.

EXHIBIT B | ALTERNATIVE 1 REMOVE EXISTING PAVED AREAS & VEGETATE ONLY

STORMWATER SERVICES

PRELIMINARY ENGINEERING

V3 will prepare preliminary (50%) construction documents by adding detail to the conceptual design. The topographic survey will be completed prior to preparation of the preliminary plan, which will allow the design to reflect current topography and utility information. V3 staff will meeting with the Village to discuss the preliminary plan and address any comments.

FINAL ENGINEERING

Once the Village has reviewed the preliminary (50%) plans and authorized V3 to proceed into pre-final engineering, we will revise the plans in accordance with the Village's comments and add the remaining design details needed for construction. The final engineering plans will incorporate the Village's standard details and other special requirements as needed. The construction documents will include special provisions as required to supplement the IDOT standard specifications and the Village's boilerplate contract documents. V3 staff will meet with the Village to discuss the final engineering documents and address any comments.

IDNR-OWR PERMIT

V3 will prepare a stormwater report including all necessary calculations, exhibits, and narrative and submit it to IDNR-OWR in support of a floodway construction permit for the proposed project. We will respond to any comments during the review process. We have budgeted for up to one (1) round of comments and revision.

IEPA NOTICE OF INTENT

The disturbed area is anticipated to be greater than one (1) acre. V3 will prepare and submit a Notice of Intent (NOI) to the Illinois Environmental Protection Agency (IEPA) to obtain NPDES coverage for construction site discharges.

MWRD PERMIT

We anticipate that the proposed project will be classified as "demolition" under the Watershed Management Ordinance (WMO) and is not subject to any of the stormwater management provisions (runoff, detention, volume control). The scope of work includes a limited effort to include documentation to this effect in the stormwater permit submittal document and coordination with MWRD if necessary.

WETLAND SERVICES

NATIVE PLANTING DESIGN

V3's restoration design specialist will design the native plantings for the project and will work with V3's water resources engineer on the proposed hydrology so that a tailored native planting design will be produced for the proposed conditions. This design will include proposed native plantings, native seed mixes, and planting specifications.

NATIVE PLANTING MANAGEMENT & MONITORING PLAN (MMP)

Investment in planting native vegetation requires active management and monitoring. When agency permits are required for projects due to impacts, a native planting MMP is required. For projects involving voluntary planting of native vegetation, having a management and monitoring plan for the first three years of establishment (key time frame), will provide the Client with specific activities and timeframes for when management of the vegetation should take place. Management of native plantings in perpetuity will help ensure that the investment of native plantings thrives year after year instead of reverting to weeds.

U.S. ARMY CORPS OF ENGINEERS (USACE) NO PERMIT REQUIRED SUBMITTAL

Since the proposed project will not involve the placement of dredged or fill material within Waters of the U.S. or wetlands under USACE jurisdiction, V3 will prepare, coordinate, and obtain a No Permit Required letter from the USACE, Chicago District. This submittal will require engineering plans and the proposed native planting plan for the project.

MWRD NO PERMIT REQUIRED SUBMITTAL

Since the proposed project will not involve the placement of dredged or fill material within isolated wetlands or the 50-foot vegetated riparian buffer zone under MWRD jurisdiction, nor does the project include any new outfalls to Marlet Creek, V3 will prepare, coordinate, and obtain a No Permit Required letter from MWRD. This submittal will require engineering plans and the proposed native planting plan for the project.

PROJECT MEETINGS & PROJECT COORDINATION WITH CLIENT AND REGULATORY AGENCIES

V3 will attend meetings with the Client, the U.S. Army Corps of Engineers (USACE), or MWRD and project related meetings required by a requesting agency or the Client. This task includes project meetings, project coordination, and professional consulting services not requiring a separate agreement. This task may include some work outside the scope of this proposal. The extent of the additional work may be dictated by a regulatory agency review or by requests for additional information from the CLIENT, project engineer, and/or project contractors. Because the full scope of this proposal cannot be determined in advance, this service is provided on an hourly-fee basis. Work completed under this task is not included in other fees and is billed on an hourly basis.

EXTENT OF AGREEMENT (ALTERNATIVE 1)

This agreement is for the services defined in the detailed scope of service above. This agreement does not include services for the following items, many of which can be provided by V3 as part of a separate agreement if desired.

- 1. Any regulatory agency permit fees will be paid directly by the client and are not included in the quoted fee for this service.
- 2. Survey Services of any kind not described in the detailed scope of services above such as Construction Staking, Plats of vacation, off-site topography, Plats of easement dedication, or as-built survey.
- 3. Services resulting from any significant modifications to the design concept by CLIENT after V3 has received authorization to proceed with a specific phase of work.
- 4. Preliminary Engineering or Final Engineering for infrastructure related to final site development.
- 5. Geotechnical design or construction testing services.
- 6. Site inspections or documentation associated with maintaining the Stormwater Pollution Prevention Plan (SWPPP).
- 7. Hydrologic or hydraulic modeling.
- 8. Archaeological Services of any kind.
- 9. U.S. Army Corps of Engineers Nationwide, Regional or Individual Permitting of any kind.
- 10. MWRD wetland/riparian buffer permitting.
- 11. Installation, management, or monitoring of native vegetation.
- 12. Indirect wetland impact analysis.
- 13. Wetland Mitigation or Best Management Practices Design or Coordination.
- 14. IDNR Incidental Take Permitting of any kind.
- 15. Archaeological Services of any kind.
- 16. Species specific investigations as a result of threatened & endangered species consultation.
- 17. Tree survey or assessment of trees, or bat habitat evaluation.
- 18. 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.

EXHIBIT C | ALTERNATIVE 2A REMOVE, EXCAVATE, & VEGETATE PAVED AREAS ONLY (MATCH EXISTING GRADE OF EXISTING ADJACENT WETLANDS)

STORMWATER SERVICES (ALTERNATIVE 2A)

PRELIMINARY ENGINEERING

V3 will prepare preliminary (50%) construction documents by adding detail to the conceptual design. The topographic survey will be completed prior to preparation of the preliminary plan, which will allow the design to reflect current topography and utility information. V3 staff will meeting with the Village to discuss the preliminary plan and address any comments.

FINAL ENGINEERING

Once the Village has reviewed the preliminary (50%) plans and authorized V3 to proceed into pre-final engineering, we will revise the plans in accordance with the Village's comments and add the remaining design details needed for construction. The final engineering plans will incorporate the Village's standard details and other special requirements as needed. The construction documents will include special provisions as required to supplement the IDOT standard specifications and the Village's boilerplate contract documents. V3 staff will meet with the Village to discuss the final engineering documents and address any comments.

IDNR-OWR PERMIT

V3 will prepare a stormwater report including all necessary calculations, exhibits, and narrative and submit it to IDNR-OWR in support of a floodway construction permit for the proposed project. We will respond to any comments during the review process. We have budgeted for up to one (1) round of comments and revision.

IEPA NOTICE OF INTENT

The disturbed area is anticipated to be greater than one (1) acre. V3 will prepare and submit a Notice of Intent (NOI) to the Illinois Environmental Protection Agency (IEPA) to obtain NPDES coverage for construction site discharges.

MWRD PERMIT

We anticipate that the proposed project will be classified as "demolition" under the Watershed Management Ordinance (WMO) and is not subject to any of the stormwater management provisions (runoff, detention, volume control). The scope of work includes a limited effort to include documentation to this effect in the stormwater permit submittal document and coordination with MWRD if necessary.

WETLAND SERVICES

NATIVE PLANTING DESIGN

V3's restoration design specialist will design the native plantings for the project and will work with V3's water resources engineer on the proposed hydrology so that a tailored native planting design will be produced for the proposed conditions. This design will include proposed native plantings, native seed mixes, and planting specifications.

NATIVE PLANTING MANAGEMENT & MONITORING PLAN (MMP)

Investment in planting native vegetation requires active management and monitoring. When agency permits are required for projects due to impacts, a native planting MMP is required. For projects involving voluntary planting of native vegetation, having a management and monitoring plan for the first three years of establishment (key time frame), will provide the Client with specific activities and timeframes for when management of the vegetation should take place. Management of native plantings in perpetuity will help ensure that the investment of native plantings thrives year after year instead of reverting to weeds.

U.S. ARMY CORPS OF ENGINEERS (USACE) NO PERMIT REQUIRED SUBMITTAL

Since the proposed project will not involve the placement of dredged or fill material within Waters of the U.S. or wetlands under USACE jurisdiction, V3 will prepare, coordinate, and obtain a No Permit Required letter from the USACE, Chicago District. This submittal will require engineering plans and the proposed native planting plan for the project.

MWRD NO PERMIT REQUIRED SUBMITTAL

Since the proposed project will not involve the placement of dredged or fill material within isolated wetlands or the 50-foot vegetated riparian buffer zone under MWRD jurisdiction, nor does the project include any new outfalls to Marlet Creek, V3 will prepare, coordinate, and obtain a No Permit Required letter from MWRD. This submittal will require engineering plans and the proposed native planting plan for the project.

PROJECT MEETINGS & PROJECT COORDINATION WITH CLIENT AND REGULATORY AGENCIES

V3 will attend meetings with the Client, the U.S. Army Corps of Engineers (USACE), or MWRD and project related meetings required by a requesting agency or the Client. This task includes project meetings, project coordination, and professional consulting services not requiring a separate agreement. This task may include some work outside the scope of this proposal. The extent of the additional work may be dictated by a regulatory agency review or by requests for additional information from the CLIENT, project engineer, and/or project contractors. Because the full scope of this proposal cannot be determined in advance, this service is provided on an hourly-fee basis. Work completed under this task is not included in other fees and is billed on an hourly basis.

SURVEY SERVICES

AS-BUILT SURVEY

- 1. Prepare a record grading map of the 2 constructed Floodway/Floodplain Storage Areas following completion of final excavation.
- 2. Prepare a CAD generated Topographic Exhibit depicting the elevations of the ground's surface and volume of the basins from elevations provided by the engineer. Exhibit will include reference to benchmark(s) used and will be signed by a Professional Land Surveyor.

EXTENT OF AGREEMENT (ALTERNATIVE 2A)

This agreement is for the services defined in the detailed scope of service above. This agreement does not include services for the following items, many of which can be provided by V3 as part of a separate agreement if desired.

- 1. Any regulatory agency permit fees will be paid directly by the client and are not included in the quoted fee for this service.
- 2. Survey Services of any kind not described in the detailed scope of services above such as Construction Staking, Plats of vacation, off-site topography, Plats of easement dedication, or as-built survey.
- 3. Services resulting from any significant modifications to the design concept by CLIENT after V3 has received authorization to proceed with a specific phase of work.
- 4. Preliminary Engineering or Final Engineering for infrastructure related to final site development.
- 5. Geotechnical design or construction testing services.
- 6. Site inspections or documentation associated with maintaining the Stormwater Pollution Prevention Plan (SWPPP).
- 7. Hydrologic or hydraulic modeling.
- 8. Archaeological Services of any kind.
- 9. U.S. Army Corps of Engineers Nationwide, Regional or Individual Permitting of any kind.
- 10. MWRD wetland/riparian buffer permitting.
- 11. Installation, management, or monitoring of native vegetation.
- 12. Indirect wetland impact analysis.
- 13. Wetland Mitigation or Best Management Practices Design or Coordination.
- 14. IDNR Incidental Take Permitting of any kind.
- 15. Archaeological Services of any kind.
- 16. Species specific investigations as a result of threatened & endangered species consultation.
- 17. Tree survey or assessment of trees, or bat habitat evaluation.

18. 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.

EXHIBIT D | ALTERNATIVE 2B EXCAVATE ENTIRE SITE TO MAXIMIZE STORAGE AND CREATE AND ENHANCE WETLANDS

STORMWATER SERVICES

PRELIMINARY ENGINEERING

V3 will prepare preliminary (50%) construction documents by adding detail to the conceptual design. The topographic survey will be completed prior to preparation of the preliminary plan, which will allow the design to reflect current topography and utility information. V3 staff will meeting with the Village to discuss the preliminary plan and address any comments.

FINAL ENGINEERING

Once the Village has reviewed the preliminary (50%) plans and authorized V3 to proceed into pre-final engineering, we will revise the plans in accordance with the Village's comments and add the remaining design details needed for construction. The final engineering plans will incorporate the Village's standard details and other special requirements as needed. The construction documents will include special provisions as required to supplement the IDOT standard specifications and the Village's boilerplate contract documents. V3 staff will meet with the Village to discuss the final engineering documents and address any comments.

IDNR-OWR PERMIT

V3 will prepare a stormwater report including all necessary calculations, exhibits, and narrative and submit it to IDNR-OWR in support of a floodway construction permit for the proposed project. We will respond to any comments during the review process. We have budgeted for up to one (1) round of comments and revision.

IEPA NOTICE OF INTENT

The disturbed area is anticipated to be greater than one (1) acre. V3 will prepare and submit a Notice of Intent (NOI) to the Illinois Environmental Protection Agency (IEPA) to obtain NPDES coverage for construction site discharges.

MWRD PERMIT

We anticipate that the proposed project will be classified as "demolition" under the Watershed Management Ordinance (WMO) and is not subject to any of the stormwater management provisions (runoff, detention, volume control). The scope of work includes a limited effort to include documentation to this effect in the stormwater permit submittal document and coordination with MWRD if necessary.

WETLAND SERVICES

NATIVE PLANTING DESIGN

V3's restoration design specialist will design the native plantings for the project and will work with V3's water resources engineer on the proposed hydrology so that a tailored native planting design will be produced for the proposed conditions. This design will include proposed native plantings, native seed mixes, and planting specifications.

NATIVE PLANTING MANAGEMENT & MONITORING PLAN (MMP)

Investment in planting native vegetation requires active management and monitoring. When agency permits are required for projects due to impacts, a native planting MMP is required. For projects involving voluntary planting of native vegetation, having a management and monitoring plan for the first three years of establishment (key time frame), will provide the Client with specific activities and timeframes for when management of the vegetation should take place. Management of native plantings in perpetuity will help ensure that the investment of native plantings thrives year after year instead of reverting to weeds.

For Alternative 2B, both MWRD and the USACE will require and native planting MMP for their review and approval.

U.S. ARMY CORPS OF ENGINEERS (USACE) NATIONWIDE PERMIT 27 SUBMITTAL

Alternative 2B will include the excavation and restoration/re-establishment of wetlands under USACE jurisdiction. This alternative will also include wetland creation within the existing paved areas. USACE Nationwide Permit 27 is applicable to project creating, restoring, enhancing, and establishing habitat. Compensatory mitigation is not required for this USACE Nationwide Permit and does not contain threshold limits. V3 will prepare the required submittal documentation, including the proposed engineering and native planting plans, and will submit them to the USACE Chicago District for their review and approval.

MWRD WETLAND/RIPARIAN BUFFER SUBMITTAL

Alternative 2B will include modifications and improvements to the 50-foot riparian corridor associated with Marley Creek. As part of the overall stormwater permit submittal, the wetland and riparian schedules and narrative following the MWRD Ordinance will be prepared and submitted to MWRD for their review and approval. V3 will prepare the required submittal documentation, including the proposed engineering and native planting plans, required schedules, and native planting MMP, and will submit them to MWRD for their review and approval.

PROJECT MEETINGS & PROJECT COORDINATION WITH CLIENT AND REGULATORY AGENCIES

V3 will attend meetings with the Client, the U.S. Army Corps of Engineers (USACE), or MWRD and project related meetings required by a requesting agency or the Client. This task includes project meetings, project coordination, and professional consulting services not requiring a separate agreement. This task may include some work outside the scope of this proposal. The extent of the additional work may be dictated by a regulatory agency review or by requests for additional information from the CLIENT, project engineer, and/or project contractors. Because the full scope of this proposal

cannot be determined in advance, this service is provided on an hourly-fee basis. Work completed under this task is not included in other fees and is billed on an hourly basis.

SURVEY SERVICES

AS-BUILT SURVEY

- 1. Prepare a record grading map of the constructed sitewide Floodway/Floodplain Storage Area following completion of final excavation.
- 2. Prepare a CAD generated Topographic Exhibit depicting the elevations of the ground's surface and volume of the basins from elevations provided by the engineer. Exhibit will include reference to benchmark(s) used and will be signed by a Professional Land Surveyor.

EXTENT OF AGREEMENT (ALTERNATIVE 2B)

This agreement is for the services defined in the detailed scope of service above. This agreement does not include services for the following items, many of which can be provided by V3 as part of a separate agreement if desired.

- 1. Any regulatory agency permit fees will be paid directly by the client and are not included in the quoted fee for this service.
- 2. Survey Services of any kind not described in the detailed scope of services above such as Construction Staking, Plats of vacation, off-site topography, Plats of easement dedication, or as-built survey.
- 3. Services resulting from any significant modifications to the design concept by CLIENT after V3 has received authorization to proceed with a specific phase of work.
- 4. Preliminary Engineering or Final Engineering for infrastructure related to final site development.
- 5. Geotechnical design or construction testing services.
- 6. Site inspections or documentation associated with maintaining the Stormwater Pollution Prevention Plan (SWPPP).
- 7. Hydrologic or hydraulic modeling.
- 8. Archaeological Services of any kind.
- 9. U.S. Army Corps of Engineers Regional or Individual Permitting of any kind.
- 10. Installation, management, or monitoring of native vegetation.
- 11. Indirect wetland impact analysis.
- 12. Wetland Mitigation or Best Management Practices Design or Coordination.
- 13. IDNR Incidental Take Permitting of any kind.
- 14. Archaeological Services of any kind.
- 15. Species specific investigations as a result of threatened & endangered species consultation.
- 16. Tree survey or assessment of trees, or bat habitat evaluation.
- 17. 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.

EXHIBIT E | ALTERNATIVE 3 RECREATIONAL USE ON EXISTING PAVED AREAS ONLY

STORMWATER SERVICES

PRELIMINARY ENGINEERING

V3 will prepare preliminary (50%) construction documents by adding detail to the conceptual design. The topographic survey will be completed prior to preparation of the preliminary plan, which will allow the design to reflect current topography and utility information. V3 staff will meeting with the Village to discuss the preliminary plan and address any comments.

FINAL ENGINEERING

Once the Village has reviewed the preliminary (50%) plans and authorized V3 to proceed into pre-final engineering, we will revise the plans in accordance with the Village's comments and add the remaining design details needed for construction. The final engineering plans will incorporate the Village's standard details and other special requirements as needed. The construction documents will include special provisions as required to supplement the IDOT standard specifications and the Village's boilerplate contract documents. V3 staff will meet with the Village to discuss the final engineering documents and address any comments.

HYDRAULIC MODELING

V3 will obtain the regulatory hydraulic model of Marley Creek from FEMA (which is noted to be WSP-2 in the Flood Insurance Study) and convert it to HEC-RAS. Updated hydraulic cross sections through the site obtained as part of the survey scope will be added. Proposed project geometry will be input into the model and V3 will confirm that the proposed conditions hydraulics complies with MWRD and IDNR-OWR regulations. The proposed design will be adjusted as necessary. V3 will compile model output for inclusion in subsequent regulatory permit submittals and FEMA map revision tasks.

IDNR-OWR PERMIT

V3 will prepare a stormwater report including all necessary calculations, exhibits, and narrative and submit it to IDNR-OWR in support of a floodway construction permit for the proposed project. We will respond to any comments during the review process. We have budgeted for up to two (2) rounds of comments and revision.

IEPA NOTICE OF INTENT

The disturbed area is anticipated to be greater than one (1) acre. V3 will prepare and submit a Notice of Intent (NOI) to the Illinois Environmental Protection Agency (IEPA) to obtain NPDES coverage for construction site discharges.

MWRD PERMIT

The proposed project will be subject to runoff, detention, and volume control provisions of the MWRD WMO. V3 will prepare a stormwater report including all necessary calculations, exhibits, and narrative and submit it to MWRD in support of a stormwater management permit for the proposed project. We will respond to any comments during the review process. We have budgeted for up to two (2) rounds of comments and revision.

FEMA LOMR

V3 will prepare the necessary exhibit and Letter of Map Revision (LOMR) supporting documentation for submittal to the Village and to FEMA. This package will be prepared based on as-built survey documentation depicting field verified elevations for improvements impacting the floodplain/floodway. The LOMR submittal does not include additional hydraulic modeling as the result of differences between the proposed floodplain/floodway modifications and as-built floodplain/floodway modifications. The services associated with as-built modeling, if required, would be considered as an additional service.

WETLAND SERVICES

NATIVE PLANTING DESIGN

V3's restoration design specialist will design the native plantings for the project and will work with V3's water resources engineer on the proposed hydrology so that a tailored native planting design will be produced for the proposed conditions. This design will include proposed native plantings, native seed mixes, and planting specifications. This will be required for the proposed detention basin associated with the recreational development use on the existing paved areas.

NATIVE PLANTING MANAGEMENT & MONITORING PLAN (MMP)

Investment in planting native vegetation requires active management and monitoring. When agency permits are required for projects due to impacts, a native planting MMP is required. For projects involving voluntary planting of native vegetation, having a management and monitoring plan for the first three years of establishment (key time frame), will provide the Client with specific activities and timeframes for when management of the vegetation should take place. Management of native plantings in perpetuity will help ensure that the investment of native plantings thrives year after year instead of reverting to weeds.

For Alternative 3, MWRD will require and native planting MMP for their review and approval.

U.S. ARMY CORPS OF ENGINEERS (USACE) NATIONWIDE PERMIT SUBMITTAL FOR OUTFALL TO MARLEY CREEK

Alternative 3 will require an outfall to Marley Creek to drain the proposed detention basin associated with the recreational use development. V3 will prepare the required submittal documentation, including the proposed engineering and native planting plans, and will submit them to the USACE Chicago District for their review and approval.

MWRD WETLAND/RIPARIAN BUFFER SUBMITTAL

Alternative 3 will include modifications and improvements to the 50-foot riparian corridor associated with the proposed outfall from the proposed detention basin to Marley Creek. As part of the overall stormwater permit submittal, the wetland and riparian schedules and narrative following the MWRD Ordinance will be prepared and submitted to MWRD for their review and approval. V3 will prepare the required submittal documentation, including the proposed engineering and native planting plans, required schedules, and native planting MMP, and will submit them to MWRD for their review and approval.

PROJECT MEETINGS & PROJECT COORDINATION WITH CLIENT AND REGULATORY AGENCIES

V3 will attend meetings with the Client, the U.S. Army Corps of Engineers (USACE), or MWRD and project related meetings required by a requesting agency or the Client. This task includes project meetings, project coordination, and professional consulting services not requiring a separate agreement. This task may include some work outside the scope of this proposal. The extent of the additional work may be dictated by a regulatory agency review or by requests for additional information from the CLIENT, project engineer, and/or project contractors. Because the full scope of this proposal cannot be determined in advance, this service is provided on an hourly-fee basis. Work completed under this task is not included in other fees and is billed on an hourly basis.

SURVEY SERVICES

HYDRAULIC CROSS SECTIONS

- 1. Measure existing ground elevations along 5 hydraulic cross sections within and adjacent to the survey area.
- 2. Prepare a CAD generated Topographic Exhibit depicting the location, extent, and elevation of the ground along the cross sections. Exhibit will include reference to benchmark(s) used and will be signed by a Professional Land Surveyor.

AS-BUILT SURVEY

- 1. Prepare a record grading map of the constructed sitewide Floodway/Floodplain Storage Area following completion of final excavation.
- 2. Prepare a CAD generated Topographic Exhibit depicting the elevations of the ground's surface and volume of the basins from elevations provided by the engineer. Exhibit will include reference to benchmark(s) used and will be signed by a Professional Land Surveyor.

EXTENT OF AGREEMENT (ALTERNATIVE 3)

This agreement is for the services defined in the detailed scope of service above. This agreement does not include services for the following items, many of which can be provided by V3 as part of a separate agreement if desired.

- 1. Any regulatory agency permit or map revision fees will be paid directly by the client and are not included in the quoted fee for this service.
- 2. Survey Services of any kind not described in the detailed scope of services above such as Construction Staking, Plats of vacation, off-site topography, Plats of easement dedication, or as-built survey.
- 3. Services resulting from any significant modifications to the design concept by CLIENT after V3 has received authorization to proceed with a specific phase of work.
- 4. Preliminary Engineering or Final Engineering for infrastructure related to final site development.
- 5. Geotechnical design or construction testing services.
- 6. Site inspections or documentation associated with maintaining the Stormwater Pollution Prevention Plan (SWPPP).
- 7. Archaeological Services of any kind.
- 8. U.S. Army Corps of Engineers Regional or Individual Permitting of any kind.
- 9. Installation, management, or monitoring of native vegetation.
- 10. Indirect wetland impact analysis.
- 11. Wetland Mitigation or Best Management Practices Design or Coordination.
- 12. IDNR Incidental Take Permitting of any kind.
- 13. Archaeological Services of any kind.
- 14. Species specific investigations as a result of threatened & endangered species consultation.
- 15. Tree survey or assessment of trees, or bat habitat evaluation.
- 16. 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.

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

	Monuments placed (or a reference monument or witness to the corner) at all major of the boundary of the surveyed property, unless already marked or referenced by existing ents or witnesses in close proximity to the corner.
2★ by the su	Address(es) of the surveyed property if disclosed in documents provided to or obtained rveyor, or observed while conducting the fieldwork.
3. <u> </u>	Flood zone classification (with proper annotation based on federal Flood Insurance Rate the state or local equivalent) depicted by scaled map location and graphic plotting only.
<i>4.</i> _	Gross land area (and other areas if specified by the client).
5 ⊻ interval, c	Vertical relief with the source of information (e.g., ground survey, aerial map), contour datum, with originating benchmark, when appropriate.
report or	(a) If the current zoning classification, setback requirements, the height and floor space rictions, and parking requirements specific to the surveyed property are set forth in a zoning letter provided to the surveyor by the client or the client's designated representative, list the ms on the plat or map and identify the date and source of the report or letter.
and if tho	(b) If the zoning setback requirements specific to the surveyed property are set forth in a port or letter provided to the surveyor by the client or the client's designated representative, se requirements do not require an interpretation by the surveyor, graphically depict those ents on the plat or map and identify the date and source of the report or letter.
7. <u> </u>	(a) Exterior dimensions of all buildings at ground level.
	(b) Square footage of:
	(1) exterior footprint of all buildings at ground level.
	(2) other areas as specified by the client.
loc	(c) Measured height of all buildings above grade at a location specified by the client. If no action is specified, the point of measurement shall be identified.
	Substantial features observed in the process of conducting the fieldwork (in addition to everyweents and features required pursuant to Section 5 above) (e.g., parking lots, billboards, rimming pools, landscaped areas, substantial areas of refuse).
9. types) of	Number and type (e.g., disabled, motorcycle, regular and other marked specialized clearly identifiable parking spaces on surface parking areas, lots and in parking structures.

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Striping of clearly identifiable parking spaces on surface parking areas and lots.
10 As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
(a) plans and/or reports provided by client (with reference as to the sources of information)
(b) markings coordinated by the surveyor pursuant to a private utility locate request
Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
12 As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.
13 Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
14 As specified by the client, distance to the nearest intersecting street.
15 Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
16 Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
17 Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
18 Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.
19. Professional liability insurance policy obtained by the surveyor in the minimum amount of \$ to be in effect throughout the contract term. Certificate of insurance to be furnished
upon request, but this item shall not be addressed on the face of the plat or map.
20
Adopted by the Board of Governors, American Land Title Association, on October 1, 2020.



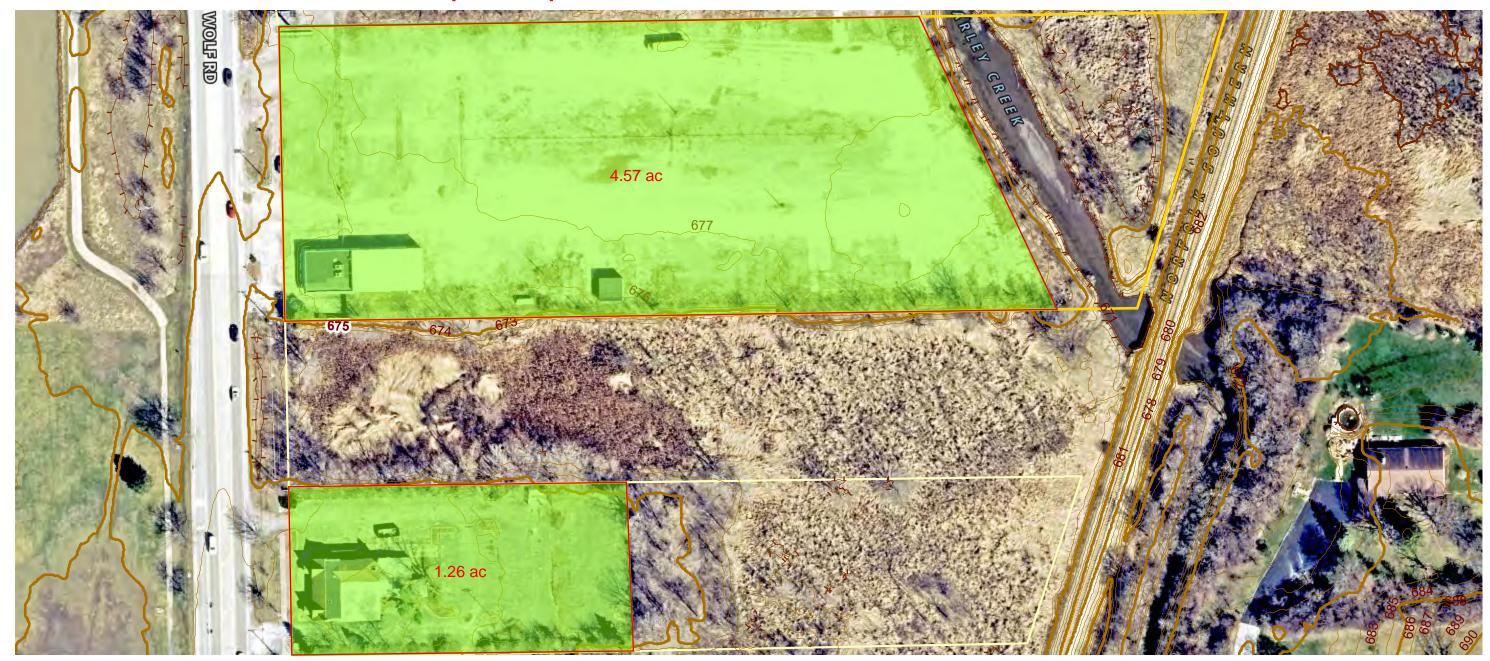
American Land Title Association, 1800 M St., N.W., Suite 300S, Washington, D.C. 20036-5828. www.alta.org

Adopted by the Board of Directors, National Society of Professional Surveyors, on October 30, 2020.

National Society of Professional Surveyors, Inc., 5119 Pegasus Court, Suite Q, Frederick, MD 21704. http://www.nsps.us.com/



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Map generated from CookViewer, Cook County's Parcel Viewer application maintained by the Bureau of Technology's GIS Division. For parcel and property identification number (PIN) questions, contact the Cook County Clerk's Office. For property detail and assessment questions, contact the Cook County Assessor's Office. For property tax bill questions, contact the Cook County Treasurer.



ALT 2A Create Floodway/Floodplain Storage Area by Excavating Impervious Area Down To Wetland Elevation







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Map generated from CookViewer, Cook County's Parcel Viewer application maintained by the Bureau of Technology's GIS Division. For parcel and property identification number (PIN) questions, contact the Cook County Clerk's Office. For property detail and assessment questions, contact the Cook County Assessor's Office. For property tax bill questions, contact the Cook County Treasurer.



ALT 2B Maximize Floodway/Floodplain Storage Area by Excavating Impervious and Wetland Areas as Low as Possible







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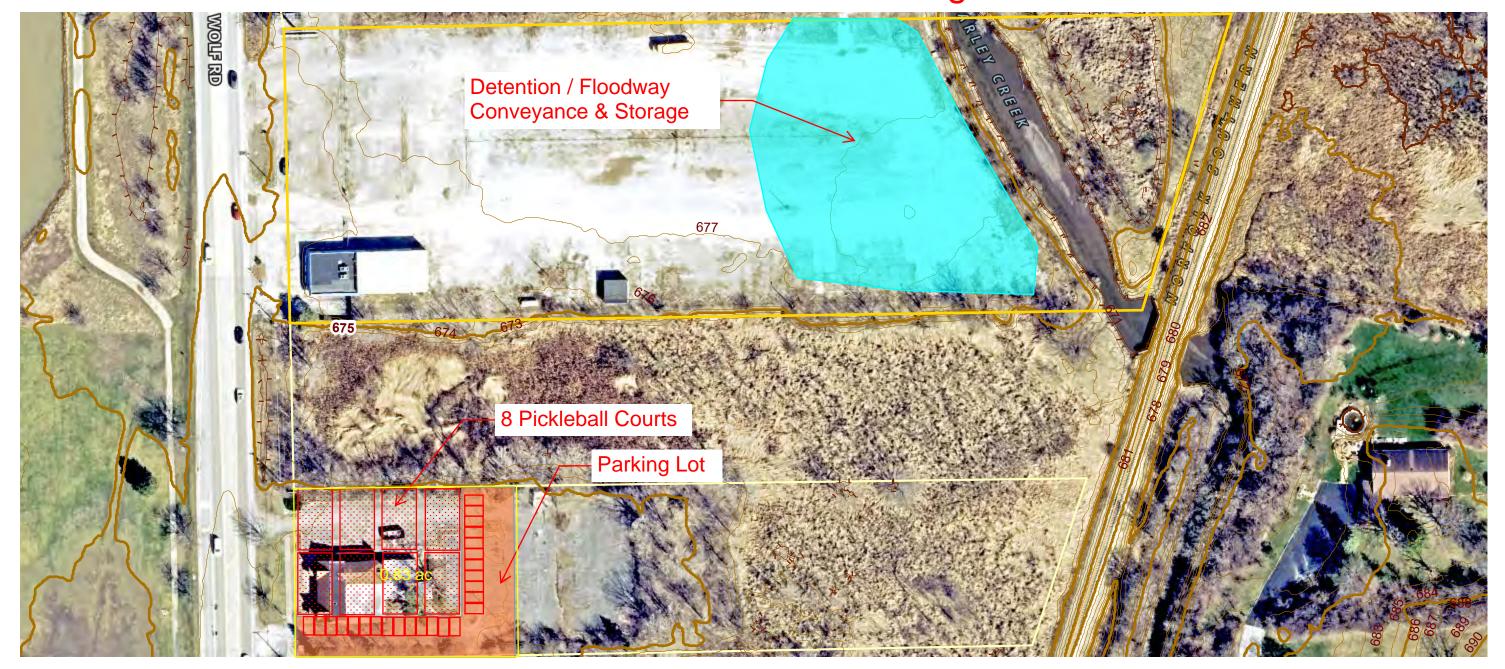
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DESIGN BUILD CONCEPTUAL CONSTRUCTION COST ESTIMATES



To:	Village of Orland Park	Contact: S. Khurshid Hoda	
Address:	14700 Ravinia Avenue	Phone: 708.403.6128	
	Orland Park, Illinois 60462	Fax: 708.403.6124	
Project Name:	Wolf Road Parcel Restoration	Ref #: B25167	
Location:	Orland Park, Illinois	Date: 9/8/2025	
		Estimator: Tom Foster	

V3 Construction Group, Ltd. proposes to execute the following work:

ALTERNATE 1 - CONVERT IMPERVIOUS AREA INTO OPEN SPACE / NATURAL AREA								
ITEM		DESCRIPTION	QUANTITY	UNIT	U	INIT PRICE	TOTAL	
1.10	SITE PREP	ARATION & DEMOLITION						
	1.11	Mobilization	1.000	LSUM	\$	20,000.00	\$	20,000.00
	1.12	Construction Layout & As-Builts	1.000	LSUM	\$	8,500.00	\$	8,500.00
	1.13	Construction Entrance	2.000	EACH	\$	5,000.00	\$	10,000.00
	1.14	Silt Fence Installation	3,050.000	LF	\$	5.25	\$	16,012.50
	1.15	Structure Demolition	10,700.000	SF	\$	6.00	\$	64,200.00
	1.16	Asphalt Pavement Removal, 6"	4,700.000	CY	\$	55.00	\$	258,500.00
	1.17	Base Excavation to CCDD Disposal, 6"	4,700.000	CY	\$	45.00	\$	211,500.00
1.20	EARTH EX	CAVATION & GRADING						
	1.21	Earth Excavation & Placement, 1' Over Site	9,400.000	CY	\$	10.00	\$	94,000.00
	1.22	Topsoil Furnish & Place, 12"	9,400.000	CY	\$	65.00	\$	611,000.00
	1.23	Fine Grade / Subgrade Site	28,315.000	SY	\$	2.25	\$	63,708.75
	1.24	Creek Overflow Protection, RR-4	200.000	CY	\$	185.00	\$	37,000.00
1.30	SITE REST	ORATION		-				-
	1.31	Prairie Seeding & Mulching	28,200.000	SY	\$	3.50	\$	98,700.00
	1.32	Prairie Establishment	5.850	ACRE	\$	2,000.00	\$	11,700.00
	PROPOSAL TOTAL: \$ 1,505,000.0							

ALTERNATE 2A - CREATE FLOODWAY/FLOODPLAIN STORAGE W/OUT IMPACTING EXISTING WETLAND								
ITEM		DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL	
1.10	SITE PREP	ARATION & DEMOLITION						
	1.11	Mobilization	1.000	LSUM	\$	25,000.00	\$	25,000.00
	1.12	Construction Layout & As-Builts	1.000	LSUM	\$	8,500.00	\$	8,500.00
	1.13	Construction Entrance	2.000	EACH	\$	5,000.00	\$	10,000.00
	1.14	Silt Fence Installation	3,050.000	LF	\$	5.25	\$	16,012.50
	1.15	Structure Demolition	10,700.000	SF	\$	6.00	\$	64,200.00
	1.16	Asphalt Pavement Removal, 6"	4,700.000	CY	\$	55.00	\$	258,500.00
	1.17	Site Dewatering	1.000	LSUM	\$	30,000.00	\$	30,000.00
1.20	EARTH EX	CAVATION & GRADING						
	1.21	Clay Excavation to CCDD Disposal	47,990.000	CY	\$	45.00	\$	2,159,550.00
	1.22	Topsoil Furnish & Place, 12"	9,400.000	CY	\$	65.00	\$	611,000.00
	1.23	Fine Grade / Subgrade Site	28,215.000	SY	\$	2.25	\$	63,483.75
	1.24	Creek Outlet Structure / Piping	2.000	EACH	\$	50,000.00	\$	100,000.00
1.30	SITE REST	ORATION						
	1.31	Prairie Seeding & Mulching	8,500.000	SY	\$	3.50	\$	29,750.00
	1.32	Emergent Plant Plug Installation, 3000 / ACRE	17,550.000	EACH	\$	6.25	\$	109,687.50
	1.33	Prairie & Emergent Plant Establishment	5.850	ACRE	\$	2,600.00	\$	15,210.00
PROPOSAL TOTAL: \$ 3,501							3,501,000.00	



DESIGN BUILD CONCEPTUAL CONSTRUCTION COST ESTIMATES



To: Village of Orland Park Contact: S. Khurshid Hoda
Address: 14700 Ravinia Avenue Phone: 708.403.6128
Orland Park, Illinois 60462 Fax: 708.403.6124

Project Name: Wolf Road Parcel Restoration Ref #: B25167

Project Name:Wolf Road Parcel RestorationRef #: B25167Location:Orland Park, IllinoisDate: 9/8/2025Estimator:Tom Foster

ALTERNATE 2B - CREATE FLOODWAY/FLOODPLAIN STORAGE WITH IMPACTING EXISTING WETLAND DESCRIPTION **ITEM OUANTITY** UNIT **UNIT PRICE TOTAL** 1.10 SITE PREPARATION & DEMOLITION 1.000 **LSUM** 25,000.00 25,000.00 1.11 Mobilization \$ 1.12 Construction Layout & As-Builts 1.000 **LSUM** 8,500.00 8,500.00 Construction Entrance 2.000 **EACH** \$ 5,000.00 1.13 10,000.00 \$ 1.14 Silt Fence Installation 2,600.000 LF 5.25 13,650.00 SF 1.15 Structure Demolition 10,700.000 \$ 6.00 64,200.00 1.16 Asphalt Pavement Removal, 6" 4,700.000 CY \$ 55.00 \$ 258,500.00 LSUM \$ 1.17 1.000 50,000.00 \$ 50,000.00 Site Dewatering 1.20 EARTH EXCAVATION & GRADING \$ 1.21 Clay Excavation to CCDD Disposal 87,860.000 CY 45.00 \$ 3,953,700.00 1.22 Topsoil Furnish & Place, 12" 16,850.000 CY \$ 65.00 1,095,250.00 1.23 Fine Grade / Subgrade Site 50,530.000 SY \$ 2.25 \$ 113,692.50 1.24 Creek Outlet Structure 1.000 EACH \$ 50,000.00 50,000.00 SITE RESTORATION 1.30 1.31 Prairie Seeding & Mulching 7,170.000 SY \$ 3.50 25,095.00 1.32 Emergent Plant Plug Installation, 3000 / ACRE 31,320.000 EACH \$ 6.25 195,750.00 \$ 1.33 Plant Establishment 10.500 **ACRE** 2,600.00 Ś 27,300.00 PROPOSAL TOTAL: \$ 5,891,000.00

ALTERNATE 3 - CREATE 1 ACRE HARDSCAPE FEATURE W/ ASSOCIATED DETENTION & FLOOD STORAGE DESCRIPTION QUANTITY **UNIT PRICE** TOTAL **ITEM** UNIT 1.10 SITE PREPARATION & DEMOLITION 1.000 \$ LSUM 22,000.00 22,000.00 1.11 Mobilization 8,500.00 1.000 **LSUM** \$ 8,500.00 1.12 Construction Layout & As-Builts \$ \$ 1.13 Construction Entrance 2.000 **EACH** 4,500.00 9,000.00 1.14 Silt Fence Installation 3,050.000 LF \$ 5.25 16,012.50 1.15 Structure Demolition 10,700.000 SF \$ 6.00 64,200.00 1.16 Asphalt Pavement Removal, 6" 4.700.000 \$ 55.00 \$ 258,500.00 CY 1.17 Site Dewatering Allowance 1.000 LSUM \$ 30.000.00 \$ 30,000.00 **EARTH EXCAVATION & GRADING** Clay Excavation to CCDD Disposal 11,000.000 CY \$ 45.00 495,000.00 1.21 \$ 611,000.00 Topsoil Furnish & Place, 12" 9,400.000 CY 65.00 1.22 8,000.000 \$ 25.00 200,000.00 1.23 Clay Cut to Structural Fill CY \$ \$ 1.24 Fine Grade / Subgrade Site 28,215.000 SY 2.25 63,483.75 1.25 EACH \$ 40,000.00 40,000.00 Creek Outlet Structure 1.000 HARDSCAPE INSTALLATION 1.30 LSUM 1.31 Earth Excavation for Hardscape 1.000 \$ 30,000.00 30,000.00 1,700.000 SY 60.00 102,000.00 1.32 **Parking Lot Construction** \$ Pickleball Court Construction Complete EACH 60,000.00 480,000.00 1.33 8.000 \$ \$ 1.34 Fencing & Gates 1.000 **LSUM** \$ 60,000.00 60,000.00 \$ 100,000.00 1.35 **Additional Site Appurtenances** 1.000 **LSUM** \$ 100,000.00 1.40 SITE RESTORATION 1.41 Prairie Seeding & Mulching 2,500.000 SY \$ 3.50 8,750.00 6.25 1.42 Emergent Plant Plug Installation, 3000 / ACRE 3,000.000 **EACH** 18,750.00 Plant Establishment 1.500 ACRE 2,600.00 3,900.00 1.43 PROPOSAL TOTAL: \$ 2,621,000.00





V3 COMPANIES BILLING RATE SCHEDULE

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

<u>Description</u>	Hourly Rate	Description	Hourly Rate
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		



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.
- 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 or 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 if 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.