



September 21, 2023

Amy McPartlin
Assistant Superintendent for Finance and Operations
Prospect Heights District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070

RE: AGREEMENT FOR ARCHITECTURAL CONSULTATION SERVICES
SCHEMATIC DESIGN
PROSPECT HEIGHTS DISTRICT 23
ADDITION AND RENOVATIONS AT EISENHOWER ELEMENTARY SCHOOL

Amy,

ARCON is pleased to submit for your review, a fee proposal to provide services required to perform Schematic Design for the proposed addition and renovation improvements at Eisenhower Elementary School, located at 1N. Schoenbeck Road in the City of Prospect Heights, Illinois. The proposed future development consists of a one-story classroom and multi-purpose room addition which will generally be located on the east side of the existing building. The project is also expected to include reconfigurations and expansions to both existing parking lot facilities on-site to increase the amount of available parking spaces and to provide improved queuing for student pick-up and drop-off.

PROJECT UNDERSTANDING

It is our understanding that District 23 wishes to proceed with initial design and engineering to support the budgeting process being facilitated by their construction manager, Nicholas & Associates. The intent of the process will be to provide additional information to N&A to allow them to refine their budget estimate.

The Schematic Design phase will verify the school's program requirements, overall space relationships, and space and feature hierarchy. The completed site survey and geotechnical report will be reviewed, along with zoning and code reviews. Initial building systems concepts will be explored. Site and floor plans will be developed along with exterior and interior building character concept sketches.

Civil Engineering:

Engineering Investigation

This phase includes engineering investigation and conceptual site planning efforts for the proposed development:

- a. Obtain record drawings, as-builts, or atlas information from the City and MWRD

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Prospect Heights School District 23
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- b. Review topographic survey information and identify additional potential needs, as required.
- c. Perform a site visit to review findings and better understand proposed needs.
- d. Investigate stormwater detention/outlet requirements for the proposed concept plan and determine preferred outlet connection routing.
- e. Meet with the Client and Owner to review findings and confirm objectives for proposed development.

Engineered Site Plan

In coordination with the Client, CAGE will prepare a site plan that integrates the proposed site design with existing site conditions and constraints. This plan will utilize the detailed site survey, preliminary assessment of stormwater requirements (as described below), and actual physical design constraints. The layout of proposed improvements identified on Engineered Site Plan will be utilized as the basis for which the preliminary stormwater management system will be sized. The effort includes attendance at two coordination meetings with the Client.

Preliminary Stormwater Management

This effort includes performing calculations to determine preliminary storage sizing needs for stormwater management facilities. The design would include identification of the preliminary location, sizing and type of any facilities which may be needed to comply with local regulations. CAGE will create a preliminary report for submittal to the Client and Owner which addresses detention needs, runoff volume reduction calculations, and other best management practices.

MEP Engineering:

As part of the Schematic Design Phase, CS2 Engineering will review existing building drawings, perform a site visit, and provide Systems Options Narratives for mechanical, electrical and plumbing systems to allow for initial decision-making by owner. They will conduct an owner meeting for such discussions. As a result of the owner decisions, they will provide design criteria to the construction manager for budgeting purposes. CS2 will review the site survey to coordinate utility requirements and will develop typical floor space requirements including electrical rooms, mechanical rooms, major risers, and major penetrations.

Structural Engineering:

ML Structural will review soil borings to address any unique foundation conditions. They will advise as to overall structural system for the building addition and will provide general descriptive information sufficient for schematic budgeting.

Design/Architecture:

ARCON Associates will facilitate meetings with civil and MEP engineers and will conduct Administrative Committee Planning meetings and a User Group Meeting to confirm desired performance goals, desired

SCHEMATIC DESIGN

Prospect Heights School District 23

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space adjacencies and other functional requirements. Major plan elements will be developed, with approximate accommodations for structure and MEP. Building elevation concept sketches will be provided, with exterior materials noted. Typical building section information will be included for budgeting. Soil borings, site survey, and code requirements to be reviewed during this phase of the project.

COMPENSATION

To provide professional services for the Schematic Design associated with this project, ARCON proposes a fee structure as follows:

Ten Percent (10%) of Seven and One-Quarter Percent (7.25%) of the total construction cost of the project, based on the original N&A cost estimate of \$18.1M, dated May 5, 2022. The proposed fee is \$131,225.

Note, should the project move forward following a successful referendum, the fee above would be applied to the overall A/E fee for the project.

Thank you for the opportunity to submit this architectural services fee proposal. If acceptable, please sign below and return to ARCON. Please contact me if you have any questions or comments.

Sincerely,
ARCON Associates, Inc.



Erin M Miller
Principal



Prospect Heights School District 23



September 20, 2023

Amy McPartlin
Assistant Superintendent for Finance and Operations
Prospect Heights District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070

**AGREEMENT FOR PROFESSIONAL LAND SURVEYING SERVICES
SD23 EISENHOWER ELEMENTARY SCHOOL - TOPOGRAPHIC SURVEY
PROSPECT HEIGHTS, ILLINOIS**

Amy,

Thank you for the opportunity to submit a proposal for professional land surveying services to Prospect Heights District 23 (Owner/Client) regarding the proposed master plan improvements to the existing Dwight D. Eisenhower Elementary School, located at 1 N. Schoenbeck Road in the City of Prospect Heights, Illinois (City). Per our prior correspondence regarding the project with ARCON Associates, Inc., we understand that the proposed future development consists of a one-story classroom addition which will generally be located on the east side of the existing building. The project is also expected to include reconfigurations and expansions to both existing parking lot facilities on-site to increase the amount of available parking spaces and provide improved queuing for student pick-up/drop-off.



The City is located within the jurisdictional area of Metropolitan Water Reclamation District of Greater Chicago (MWRD), meaning this project's stormwater management design will be subject to MWRD's regulatory requirements. Additionally, per initial review of available regulatory mapping resources, the property area does appear to include a regulatory floodplain/floodway along its east side which is associated with a tributary of McDonald Creek.

This proposal includes a comprehensive list of services required to be performed by CAGE Engineering, Inc. (CAGE) to complete a topographic survey of the subject property as part of the initial due diligence activities associated with the proposed improvements:



SURVEY PHASE

I. EXISTING CONDITIONS TOPOGRAPHIC SURVEY

On-Site Topographic Survey of the ±7-acre site, to the far pavement edge of all adjacent streets and 50 feet beyond the proposed property lines as well as the adjoining properties. This survey would include: a 50' x 50' grid and sufficient spot elevations to generate contours at one-foot intervals; trees 6" and larger, limits of tree lines; locations of existing buildings; and locations and elevations of manholes, inverts and visible above-ground utility structures as required for civil engineering design purposes.

The topographic surveying scope of work would include the location of J.U.L.I.E. markers, however, buried utilities (i.e., gas, telephone, electric, cable TV, etc.) would not be field located. If Client desires to have CAGE locate those utilities as marked by J.U.L.I.E. (i.e., gas, telephone, electricity, street lighting, cable television, etc.), it is imperative that Client has the J.U.L.I.E. locate completed prior to CAGE beginning topography. If the J.U.L.I.E. locate is not completed, nor sufficient, a private utility locate would then be completed as an additional service.

ADDITIONAL ITEMS

II. MEETINGS

This phase includes attendance at Client meetings, Village staff meetings or public hearings (including preparation of engineering-related exhibits) as it pertains to the above survey scope.

III. REIMBURSABLES

Reimbursables shall include outside consultant's fees, reproduction costs, messenger or special mail service, or other project-related expenses.

IV. PRIVATE UTILITY LOCATE

As an additional scope item, CAGE's team can perform a private utility locate of the subject survey area identified above. This phase includes a private utility locate for buried utilities (i.e., natural gas, electric, cable/telecommunications, etc.). It should be noted that some utilities may not be installed with tracer wires/tape. The identified location of utilities will be completed to the extent possible, but some utilities may be unmarked if no tracer wire or tape is available. This fee is not included in the base Survey Phase fee calculation in the Compensation Table located later in the proposal.

CLIENT RESPONSIBILITIES

The client will be responsible for providing the following:

1. Legal, accounting and insurance counseling services that may be necessary.
2. Access to the site if necessary.
3. Any hard copy drawings, surveys, and electronic drawings available for the subject property.
4. Payment for any permit fees, review fees, or any other fees associated with the development.



COMPENSATION

CAGE will provide the Scope of Services for this project per the following breakdown:

Description	Fee	Fee Type
SURVEY PHASE		
I. Existing Conditions Topographic Survey	\$11,200	Lump Sum
<i>Subtotal - Survey Phase</i>	\$11,200	<i>Lump Sum</i>
ADDITIONAL ITEMS		
II. Meetings	-----	Time & Material
III. Reimbursables	-----	Time & Material
IV. Private Utility Locate	\$2,400	Lump Sum
<i>Subtotal - Additional Items</i>	\$2,400	<i>Lump Sum</i>

The attached "General Conditions", which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy. Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,
CAGE ENGINEERING, INC.

Aaron Bruder, PE
Director of Engineering - Illinois

The undersigned is the (a) actual owner of record of the property; (b) ___ authorized agent of the owner of the property; (c) ___ contract purchaser of the Property; (d) ___ general contractor; or (e) ___ uncertain.

If (b), (c), (d) or (e) is checked, the property owner's name and address is:

ACCEPTED: PROSPECT HEIGHTS DISTRICT 23

By:
(Authorized Representative)

Title: Asst. Superintendent
for Finance & Operations

Amy McPartlin
(Printed Name)

Date: 10-3-2023



GENERAL CONDITIONS

REFERENCE CONDITIONS CAGE Engineering, Inc., will hereinafter be referred to as CAGE, and the Client listed in proposal above will be referred to as CLIENT. CAGE is defined as including its subsidiaries, affiliates, contractors, subcontractors, and agents, including their respective officers, directors, employees, successors, and assigns.

ONE INSTRUMENT/PRECEDENCE These GENERAL CONDITIONS, and the PROPOSAL to which these conditions are attached shall be deemed one instrument, and collectively known as the "Agreement". Wherever there is a conflict or inconsistency between the provisions of these GENERAL CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL CONDITIONS shall, in all instances, take precedence and prevail. These GENERAL CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an agreement for additional services.

ENTIRE AGREEMENT These GENERAL CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supersedes any and all prior oral or written communications, understandings or agreements between the Parties. Amendments to these GENERAL CONDITIONS must be in writing and signed by both CLIENT and CAGE.

DISPUTE RESOLUTION In an effort to resolve any conflicts that arise during the performance of professional services for the project, or following completion of the project, CLIENT and CAGE agree that all disputes between them relating to the Agreement shall first be negotiated between senior officers of CLIENT and CAGE for up to 30 days prior to being submitted to mediation. The costs of the mediator shall be split evenly between CLIENT and CAGE. CLIENT and CAGE shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to CAGE. In the event that mediation is not successful, either CLIENT or CAGE may seek resolution in state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

STATUTES OF REPOSE and LIMITATION All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date CAGE's services are completed or terminated.

MODIFICATION TO THE AGREEMENT CLIENT or CAGE may request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the approved fees, shall be incorporated in this Agreement by a written amendment to the Agreement.

ASSIGNMENT Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

SEVERABILITY If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

BREACH In the event CLIENT breaches the terms of this Agreement, CAGE shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. CLIENT further agrees that CAGE shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney's fees. In the event CAGE breaches the terms of this Agreement, CLIENT shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. CAGE further agrees that CLIENT shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney's fees.

WAIVER No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof.

FEE SCHEDULE Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made part hereof. Where fees are based on hourly charges for services and costs incurred by CAGE, they shall be based upon the hourly fee scheduled adopted annually by CAGE, as more fully set forth in the "Time and Material Rate Schedule" attached hereto and by reference made part hereof.

INVOICES Charges for services will be billed at least as frequently as monthly, and at the completion of the project. CLIENT shall compensate CAGE for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse CAGE for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or deductions by CLIENT unless agreed to in writing by CAGE. Invoices are considered delinquent if payment has not been received within 45 days from the date of invoice. There will be an additional charge of 1 percent per month compounded on amounts outstanding more than 45 days. All reasonable expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CAGE per CAGE's then current "Time and Material Rate Schedule". All reasonable expenses incurred (including attorney's fees) in connection with CAGE's failure to perform under and breach of this Agreement will be paid by CAGE to CLIENT.

REIMBURSABLES CLIENT shall reimburse CAGE for all expenses related to the project, including prints/copies, supplies, travel charges, conferencing services and other costs directly incidental to the performance of the contract services. Reimbursement of expenses shall include actual costs plus 5%.

CHANGES IN REGULATORY ENVIRONMENT The services provided by CAGE under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws, and requirements that were in existence on the date of this Agreement. Any material additions, deletions, or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.

GOVERNING LAW This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

CURE PERIOD If during the project term, CLIENT observes or becomes aware of any improper service which has been provided by CAGE, Client agrees to immediately notify CAGE of the same, in writing within 7 business days of discovery. CAGE shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before CLIENT may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If CLIENT fails to notify CAGE of any defects within thirty (30) working days of learning of the defects, any objections to CAGE's work shall be waived. CAGE is not responsible for any backcharges unless CLIENT has complied with the foregoing and allowed CAGE the opportunity to cure any problem.

FORCE MAJEURE Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

STANDARD OF CARE Services performed by CAGE under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

INDEMNITY To the fullest extent permitted by law, the CLIENT shall waive any right of contribution and shall indemnify and hold harmless CAGE, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from CLIENT's negligence or the negligence of CLIENT's agents. This indemnity shall not require the CLIENT to indemnify CAGE for the negligent acts of CAGE or its agents.

To the fullest extent permitted by law, the CAGE shall waive any right of contribution and shall indemnify and hold harmless CLIENT, its agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from CAGE's negligence or the negligence of CAGE's agents. This indemnity shall not require the CAGE to indemnify CLIENT for the negligent acts of CLIENT or its agents.

In the event of damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from negligence by both parties, both CAGE and CLIENT shall participate in remedy to said issues.

INSURANCE and LIMITATION CAGE is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which CAGE considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. CAGE shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the project over which CAGE has no supervision or control. Before work is commenced on the site, and throughout the duration of the project, CLIENT shall maintain insurance coverage so as to indemnify CAGE from all claims of bodily injury or property damage that may occur from CLIENT's negligence.

LIMITATION OF PARTIES' LIABILITY In recognition of the relative risks and benefits of the Project to both the CLIENT and CAGE, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided CAGE cannot expose itself to damages disproportionate to the nature and scope of CAGE's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of CAGE to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of CAGE in performing professional services shall be limited to twenty thousand dollars (\$20,000) or the total fees paid to CAGE by CLIENT under this Agreement, whichever is greater. To the maximum extent permitted by law, CAGE agrees that the liability of CLIENT to CAGE for any and all causes of action, including, without limitation, contribution, asserted by CAGE and arising out of or related to this Agreement shall be limited to twenty thousand dollars (\$20,000) or the total fees paid to CAGE by CLIENT under this Agreement, whichever is greater.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CAGE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the project or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and CAGE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

RELIANCE ON INFORMATION PROVIDED CAGE may rely on the accuracy and completeness of any information furnished to CAGE by or on CLIENT's behalf. Furthermore, CLIENT agrees to hold CAGE harmless from any engineering errors resulting from inaccurate site information which is provided by CLIENT. CLIENT's agreement to hold CAGE harmless specifically includes topographic surveys which have been prepared by other consultants, whereby CAGE must rely on the accuracy of grades, as well as location of existing structures and utilities.

PERSONAL LIABILITY It is intended by the parties to this Agreement that CAGE's services in connection with the project shall not subject CAGE's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT'S sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CAGE, and not against any of CAGE's individual employees, officers, or directors. Likewise, CAGE agrees that as CAGE'S sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CLIENT, and not against any of CLIENT's individual employees, officers, or directors.

PERMITS AND FEES Unless the Proposal specifically provides otherwise, CLIENT shall be responsible for paying all application and permit fees and obtaining all permits. CAGE does not warrant, represent, or guarantee that the permits or approvals will be issued.

RIGHTS-OF-WAY & EASEMENTS CLIENT shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.

TERMINATION This Contract shall terminate at the time CAGE has completed its services for CLIENT, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. CLIENT agrees to pay for all services, expenses, and charges, as agreed, which have been incurred by CAGE through the date of termination, provided no breach of this Agreement by CAGE.

THIRD PARTY BENEFICIARIES Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CAGE. CAGE's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against CAGE because of this Agreement, or the performance or nonperformance of services hereunder. Neither CAGE nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and CAGE agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in project to carry out the intent of this provision.

REUSE OF DOCUMENTS All documents including reports, drawings, specifications, exhibits, and electronic media furnished by CAGE and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written authorization by CAGE is prohibited and is at CLIENT's risk, without liability to CAGE. CLIENT shall hold harmless CAGE and/or any subcontractor from all claims, damages, losses, and expenses including court costs and attorney's fees arising out of or resulting therefrom.

SUBCONTRACTING CAGE shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

JOB SITE VISITS CLIENT agrees that services performed by CAGE and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with contract documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. CAGE and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. CAGE and/or any subcontractor will not be responsible for Construction Contractor or Construction Subcontractor's obligation to carry out the work according to the contract documents. CAGE and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor or Construction Subcontractor's work or to stop work.

ENGINEER'S OPINION OF PROBABLE COST Since CAGE has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, CAGE's opinions of probable project cost or construction cost for the project will be based solely upon its own experience with construction, but CAGE cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT shall employ an independent cost estimator.

SHOP DRAWING REVIEW CLIENT agrees that CAGE and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with CAGE's design concept and contract documents. CAGE and/or any subcontractor shall not be responsible for any aspects of a shop drawing or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor/Subcontractor will be responsible for dimensions, lengths, elevations, and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor/Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to CAGE.

RECORD DRAWINGS If CAGE is to prepare record drawings as required by the Proposal, then the information submitted by the Contractor and incorporated by CAGE into the record documents will be assumed to be reliable, and CAGE will not be responsible for the accuracy of this information, nor for any errors in or omissions in the information provided by the Contractor which may appear in the record documents as a result, and CLIENT will hold CAGE harmless for any such errors or omissions.

RIGHT OF ENTRY CLIENT shall provide for CAGE's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for CAGE to fulfill the scope of services for the project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

EXHIBIT A
TIME AND MATERIAL RATES

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	\$225.00
Senior Manager	\$190.00
Project Manager	\$175.00
Construction Manager	\$165.00
Project Engineer	\$135.00
Civil Engineer	\$115.00
Engineering CAD Technician	\$105.00
Project Assistant	\$80.00
Survey Manager	\$185.00
2-Man Field Crew	\$230.00
Field Crew Chief	\$140.00
Instrument Person	\$90.00
Survey Technician	\$120.00

EXCLUSIONS (AVAILABLE AS ADDITIONAL SERVICES):

I. ALL ENVIRONMENTAL SERVICES

II. ALL GEOTECHNICAL SERVICES

III. ALL TRAFFIC & PARKING SERVICES

IV. ALL LANDSCAPE ARCHITECTURE SERVICES

V. SURVEY SERVICES NOT INCLUDED

A. Preparation of an ALTA/NSPS land title survey and associated title search investigation efforts.

VI. ALL ENGINEERING SERVICES



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Assistant Superintendent for Finance and Operations
Prospect Heights District 23
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- b. Review topographic survey information and identify additional potential needs, as required.
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Prospect Heights School District 23

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space adjacencies and other functional requirements. Major plan elements will be developed, with approximate accommodations for structure and MEP. Building elevation concept sketches will be provided, with exterior materials noted. Typical building section information will be included for budgeting. Soil borings, site survey, and code requirements to be reviewed during this phase of the project.

COMPENSATION

To provide professional services for the Schematic Design associated with this project, ARCON proposes a fee structure as follows:

Ten Percent (10%) of Seven and One-Quarter Percent (7.25%) of the total construction cost of the project, based on the original N&A cost estimate of \$18.1M, dated May 5, 2022. The proposed fee is \$131,225.

Note, should the project move forward following a successful referendum, the fee above would be applied to the overall A/E fee for the project.

Thank you for the opportunity to submit this architectural services fee proposal. If acceptable, please sign below and return to ARCON. Please contact me if you have any questions or comments.

Sincerely,
ARCON Associates, Inc.



Erin M Miller
Principal



Prospect Heights School District 23



SOIL ENGINEERING AND TESTING CONSULTANTS

411 West Walnut Street, Mount Prospect, Illinois 60056
P: (224) 636 7639 F: (224) 636 7641

Subsurface Exploration, Geotechnical Engineering and Environmental Services Proposal

Eisenhower Elementary School
Proposed Addition and Renovations
1 North Schoenbeck Road
Mount Prospect, Illinois 60056

SET Proposal No. 1833
September 22, 2023

Prepared by:

Peter Triantafillos, P.E.
Vice President

Soil Engineering and Testing Consultants, LLC
411 West Walnut Street
Mount Prospect, Illinois 60056
P: 224 636 7639
F: 224 636 7641



SOIL ENGINEERING AND TESTING CONSULTANTS

September 22, 2023

Sent via e-mail: joe@nicholasquality.com

Mr. Joe Papanicholas
Vice President
Nicholas & Associates, Inc.
1001 Feehanville Drive
Mount Prospect, Illinois 60056

Re: Subsurface Exploration, Geotechnical Engineering and Environmental Services Proposal
Eisenhower Elementary School – Proposed Addition and Renovations
1 North Schoenbeck Road, Mount Prospect, Illinois 60056
SET Proposal No. 1833

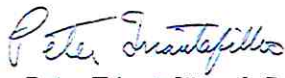
Dear Mr. Papanicholas:

Soil Engineering and Testing Consultants, LLC (SET Consultants) is pleased to provide you with this proposal for Subsurface Exploration, Geotechnical Engineering and Environmental Services for the above-referenced project. Our scope of work and associated not-to-exceed, fixed-fee price is based on information provided by Nicholas & Associates, Inc. (Nicholas) in e-mail dated September 20, 2023 that included a project location site plan exhibit provided by ARCON Associates, Inc. showing the proposed building addition and soil boring locations at Eisenhower Elementary School (referred to as "Site").

Our services will be provided in accordance with the attached scope of work for professional services. We have prepared a not-to-exceed lump sum budget for the project based on the number soil borings and associated depths and request for Site environmental sampling and chemical analyses to characterize Site fill soils for handling, off-site transportation and disposal. The drilling and chemical analytical services presented in this proposal will be performed by a fully-equipped geotechnical drilling company and an Illinois Environmental Protection Agency (IEPA)-accredited laboratory and sub-consultants to SET Consultants. The scope of geotechnical laboratory services presented in this proposal will be performed exclusively by SET Consultants.

If you find this proposal acceptable please execute a copy of the proposal and return one signed original to SET Consultants to formally authorize our services. Electronic correspondence is acceptable. We request a signed contract be provided to us to begin our services. If you have any questions or comments please contact the undersigned. We look forward to working with you on this project.

Respectfully,


Peter Triantafillos, P.E.
Vice President


Raul E. Dilig
President

Responsible for payment and accepted by:

Signature: 

Name (please print): Amy K. McArthur

Title (please print): Asst. Supt. for Finance & Operations

Firm (please print): Prospect Heights School District

Date: 10-3-2023 23

**SUBSURFACE EXPLORATION, GEOTECHNICAL ENGINEERING
AND ENVIRONMENTAL SERVICES PROPOSAL
EISENHOWER ELEMENTARY SCHOOL – PROPOSED ADDITION AND RENOVATIONS
1 NORTH SCHOENBECK ROAD, MOUNT PROSPECT, ILLINOIS 60056
SET PROPOSAL NO. 1833**

PROJECT DESCRIPTION

Based on the information and soil boring locations exhibit provided in e-mail correspondence received on September 20th, SET Consultants understands that a proposed one-story building addition with an approximate building footprint of 19,000 square feet is to be located east and south adjoining the existing Eisenhower Elementary School building and will consist of new classrooms and a multipurpose room. The proposed construction will consist of conventional shallow spread footings and continuous wall footings, exterior and interior load bearing masonry walls, and open web steel roof joints and metal deck. Additionally, site work consisting of the construction of new parking lot areas and drive lanes along with renovations of the existing playground and baseball field areas will take place east of the existing school building.

A total of eight (8) geotechnical soil borings have been proposed to be advanced within the proposed building addition footprint at the Site. Seven (7) additional soil borings have been proposed to be advanced within the proposed new parking lot areas and existing playground and baseball field areas. Nicholas & Associates is requesting subsurface exploration at the Site in order to assess soils for geotechnical considerations and to assist with the design stage for this project. In addition to the geotechnical soil and groundwater information collected for this project, it is assumed surplus soils will be generated during the planned construction and will need to be removed from the Site. Site fill soil characterization consisting of discrete environmental soil sampling and analyses will be conducted at one (1) of the geotechnical soil boring locations for IEPA LPC-663 Form filing process for acceptance of soils at a regulated uncontaminated fill soil disposal facility.

SCOPE OF SERVICES

The scope of work for this project will involve advancing a total of 15 soil borings at the Site using conventional hollow-stem auger drilling and split-spoon sampling. Based on what is known about the Site from the building addition location exhibit provided and on-line aerial photographs, the following is a description of the scope of services SET Consultants will provide for this project. Services not listed or that are requested during the project can be quoted upon request.

Task A – Perform Subsurface Exploration

- Prior to performing subsurface exploration activities, the geotechnical drilling company retained by SET Consultants will contact JULIE, the State of Illinois one-call dispatcher, to facilitate underground utility locating at the Site.
- The geotechnical soil borings will be placed within the proposed building addition footprint and existing playground and baseball field areas according to the soil boring location exhibit received by e-mail on September 20th.
- Soil drilling will be conducted using either a Central Mine Equipment (CME) or a GeoProbe™ drill rig outfitted with conventional hollow-stem augers and split-spoon sampler.

- A total of 15 geotechnical soil borings will be advanced to meet the scope of services. Eight (8) soil borings will be advanced within the proposed building addition footprints, located at each corner and within the center portions of the proposed building footprint as shown on the provided soil boring location exhibit. Seven (7) soil borings will be advanced to a maximum depth of 20 feet below ground surface (bgs), while one soil boring to be situated within the center portion of the building footprint will be advanced to a maximum depth of 40 feet bgs. These eight geotechnical soil borings will amount to 180 feet in total drilling.
- Four (4) soil borings will be advanced within the proposed new parking lot and drive lane areas, and three (3) additional soil borings will be advanced within the existing playground and baseball field areas. Each of these five soil borings will be advanced to a maximum depth of 15 feet below ground surface, and will amount to 105 feet in total drilling.
- The 15 total soil borings proposed for this subsurface investigation will amount to 285 feet in total drilling.
- Soil samples will be collected at 2.5 foot and 5 foot depths, placed in glass sample jars, and returned to the laboratory for testing. In addition, visual classification and estimated unconfined compressive strength testing of cohesive soils will be performed on 0.5 foot soil sample intervals in the field.
- Soil cuttings will be used to backfill the soil boring holes, and if needed, bentonite chips will be added to the boreholes and hydrated to restore the borehole to existing ground surface.
- The boreholes will be completed using soil cuttings or other like material.

Task B – Soil Laboratory Testing

- Perform soil classification according to the Unified Soil Classification System (USCS).
- Perform soil moisture content testing per ASTM 2216 - Standard Test Method for Moisture Content.

Task C – Soil Boring Logs and Engineering Report

- Soil boring logs will be drafted after the laboratory testing is completed and a subsurface exploration and geotechnical engineering report will be prepared. The geotechnical report will consist of the following: Project description, purpose and scope of services; Site description and physical setting; field and laboratory methods of sampling and testing; soil profile descriptions and groundwater observations; soil boring locations diagram; foundation and pavement recommendations; and, general construction considerations.

Task D - Environmental Soil Characterization and LPC-663 Form Filing

- SET Consultants understands that during the construction activities on-site surplus soil material may need to be hauled from the Site. Before soils are removed from Site an IEPA Uncontaminated Soil Certification Form LPC-663 will be need to be completed and signed by an Illinois P.E. for acceptance at one of the regulated fill soil disposal sites.
- The following scope of services will be conducted by SET Consultants:
 - Obtain one (1) discrete soil sample for laboratory analytical testing. Discrete environmental soil sampling will be conducted at one (1) of the geotechnical soil boring locations at an approximate depth between 3-to-5 feet below surface grade within the proposed building addition footprint.
 - Prepare and submit the soil sample to an IEPA-accredited analytical testing laboratory for analyses of volatile organic compounds (VOCs); semi-VOCs; organochlorine pesticides; polychlorinated biphenyls (PCBs); Resource Conservation and Recovery Act (RCRA) total metals; total Cyanide; and, pH.
 - Compare the analytical testing results to the Maximum Allowable Concentrations (MAC) look-up table to determine if the soil is uncontaminated and can be disposed of as fill material at regulated fill soil disposal operation.
 - If the soil concentrations are below MAC values and the soil pH falls within the acceptance range then compliance is met and the LPC-663 Form can be completed and signed.
 - A letter report will be delivered that will include Site physical setting, field activities, analytical testing results and comparison to MAC; and if the analytical data comparison meets compliance then a signed LPC-663 Form will be included.
 - If the analytical testing results and MAC comparison does not meet compliance then the LPC-663 Form will not be signed. In lieu of the completed LPC-663 Form with the report, SET Consultants will provide recommendations on soil management practices including handling, waste profiling, transportation and disposal at a Subtitle D landfill.
- Assumptions for this task are as follows:
 - The laboratory analyses of the soil sample will be completed within standard (7-to-10 business day) turn-around time (TAT). If expedited TAT is requested for the laboratory analyses then additional fees will be charged to the project.
 - If additional soil chemical analyses are needed such as metals leaching using Toxicity Characteristic Leaching Procedure (TCLP) to pass MAC comparison and issue LPC-663 Form then additional fees will be charged to the project.
 - The services to be provided does not include the scope of work or the associated costs for soil management, waste profiling and procurement of contractors for the handling, transportation and disposal of soils at either a regulated, uncontaminated fill soil disposal site or Subtitle D landfill.

LUMP SUM COST & PROJECT ASSUMPTIONS

SET Consultants will execute the anticipated scope of work outlined in the proposal (Tasks A through D) for a not-to-exceed, fixed-fee price of either **\$13,555.00 (Option 1)**, or **\$15,265.00 (Option 2)**. Our fixed-fee price breakdown by task is below along with project assumptions, field and deliverable schedule. Additional charges may be accrued to the project from out-of-scope requests by Client or Client's representative, changed Site conditions, or other unforeseen conditions that SET Consultants cannot control such as Site access issues.

Task A - Perform Subsurface Soil Borings (3 field days; 285 feet total drilling)	
<i>Drilling Sub-Consultant (includes mobilization fees)</i>	\$ 7,410.00
<i>Visual Classification & Unconfined Strength Testing</i>	\$ 900.00
Task B - Soil Laboratory Testing	\$ 1,045.00
Task C - Soil Boring Logs and Engineering Report	\$ 2,000.00
Task D – Environmental Soil Characterization and LPC-663 Form Filing (1 Location)	\$ <u>2,200.00</u>
OPTION 1 - TOTAL FIXED-FEE PRICE (WEEKDAY WORK)	\$ 13,555.00

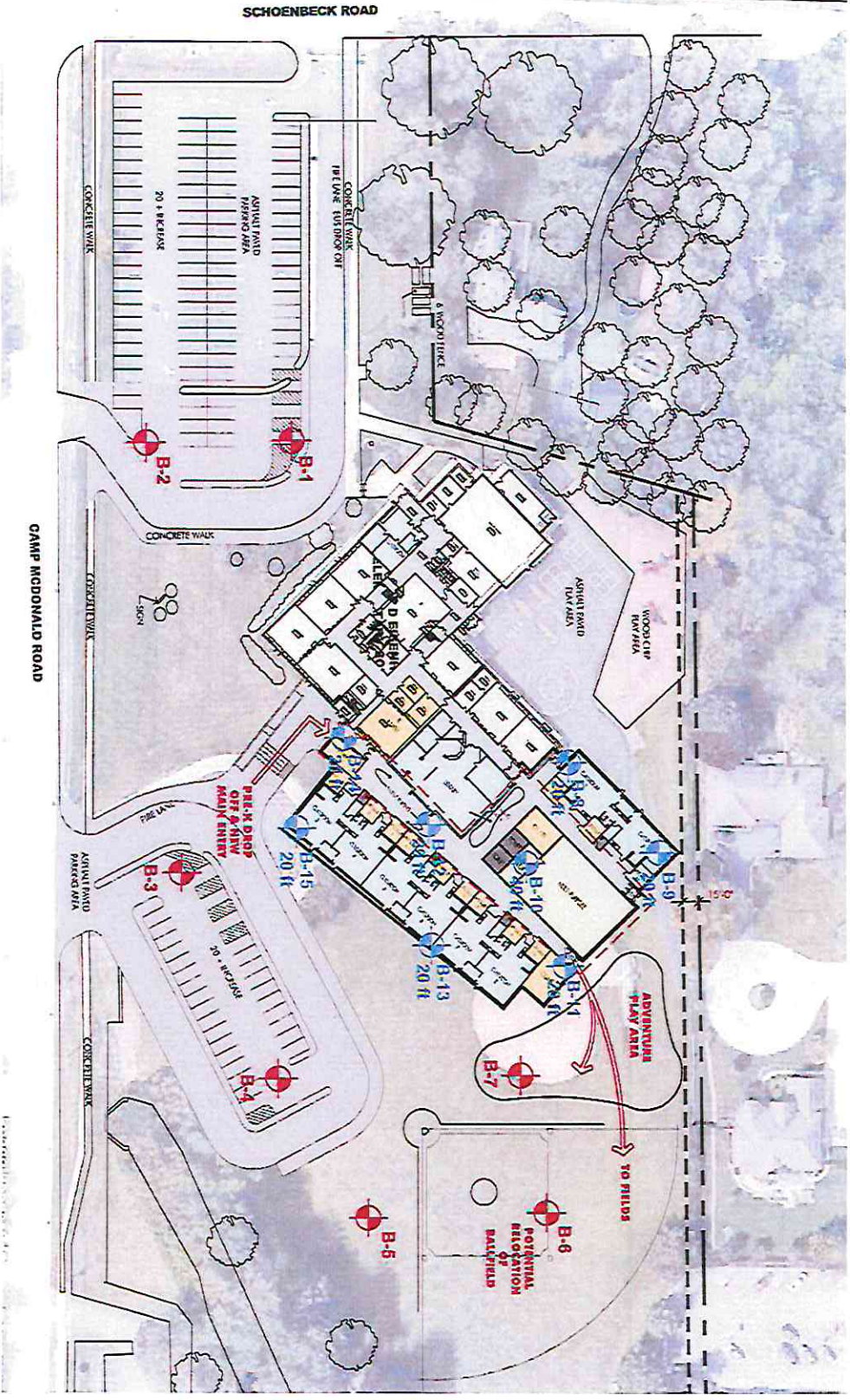
Task A - Perform Subsurface Soil Borings (3 field days; 285 feet total drilling)	
<i>Drilling Sub-Consultant (includes mobilization fees)</i>	\$ 9,120.00
<i>Visual Classification & Unconfined Strength Testing</i>	\$ 900.00
Task B - Soil Laboratory Testing	\$ 1,045.00
Task C - Soil Boring Logs and Engineering Report	\$ 2,000.00
Task D – Environmental Soil Characterization and LPC-663 Form Filing (1 Location)	\$ <u>2,200.00</u>
OPTION 2 - TOTAL FIXED-FEE PRICE (WEEKEND WORK)	\$ 15,265.00

This proposal was prepared based on the following assumptions:

- This proposal shall constitute the exclusive services to be performed for this project.
- Site access is the responsibility of the Client or Client's representative to include clearing vegetated areas, if needed, to allow drilling rig and personnel access to perform the field work in a safe manner.
- The soil boring locations will be placed per the soil boring location exhibits provided by the Client.
- Field work will be performed using OSHA Level D personal protective equipment (PPE).
- It is assumed field work will be conducted during normal business hours, Monday through Friday and will require three (3) field days for the mobilization and field drilling activities (285 feet total). If weekend field work is requested, overtime for Task A will be charged at 1.5 times the specified rate (Option 2).
- Our schedule will be to provide the report deliverables within 20 business days from final completion of all proposed field work.
- One electronic copy of the final written reports will be submitted unless instructed otherwise.
- All project correspondence including report deliverables will be electronic. Hard copy report requests will be considered out-of-scope and additional fees accrued to the project.

- Meetings or other requests for additional correspondence will be considered out of scope and additional fees accrued to the project.
- **Billing and Payment Terms** – Our billings to Client for services completed, unless otherwise indicated in our proposal, will be based on actual accrued time, testing costs, and expenses except as otherwise provided by the Proposal. Client agrees to pay for our services within 30 days of receipt of project deliverables and the project invoice. In the event that payment is not received within 30 days then Client shall pay a service charge of 1.5% per month or 18% per year and the cost collection, including court fees and reasonable Attorney's fees, if collected by law through an Attorney. If Client has any objections to any invoice or part thereof submitted by SET Consultants, it shall so advise us in writing giving specifics of the objection within 14 days of receipt of such invoice. In the event Client does not object within such 14 day period, the invoice will no longer be subject to contest or dispute. Client agrees it will not exercise any right of set-off it may have. No deduction shall be made from SET Consultant's invoice on account of penalty or liquidated damages.
- This proposal is valid only if authorized within 30 days from the proposal date.

option A - site plan - Eisenhower Elementary School





November 07, 2024

Amy McPartlin
Assistant Superintendent for Finance and Operations
Prospect Heights District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
PROSPECT HEIGHTS SCHOOL DISTRICT 23 - EISENHOWER E.S. ADDITION & RENOVATIONS
PROSPECT HEIGHTS, ILLINOIS**

Amy,

Thank you for the opportunity to submit a proposal for professional engineering services to Prospect Heights District 23 (Owner/Client) regarding the proposed improvements to the existing Dwight D. Eisenhower Elementary School, located at 1 N. Schoenbeck Road in the City of Prospect Heights, Illinois (City). Per our prior involvement during the schematic design/Design Development phase for the project and subsequent correspondence, we understand that the proposed development primarily consists of a one-story classroom addition which will generally be located on the east side of the existing building. The project is also expected to include reconfigurations and expansions to both existing parking lot facilities on-site to increase the amount of available parking spaces and provide improved queuing for student pick-up/drop-off. The parking lot improvements will include new/reconstructed driveway connections to W. Camp McDonald Road, a public roadway under the jurisdiction of the Cook County Department of Transportation and Highways (CCDOH). It is understood that the project will begin with the permitting and final engineering phase in November 2024 prior to an accepted referendum with the assumption it would pass spring of 2025.



The City is located within the jurisdictional area of Metropolitan Water Reclamation District of Greater Chicago (MWRD), meaning this project's stormwater management design will be subject to MWRD's regulatory requirements. Additionally, per initial review of available regulatory mapping resources, the property area does appear to include a regulatory floodplain/floodway along its east side which is associated with a tributary of McDonald Creek.



This proposal includes a comprehensive list of services required to be performed by CAGE Engineering, Inc. (CAGE) to navigate the permitting processes through the City of Prospect Heights and other jurisdictional agencies on the Owner's behalf. CAGE's services and associated fees are outlined as follows:

REGULATORY AND DOCUMENTATION SERVICES

I. PERMITTING COORDINATION

Based on CAGE's interpretation of the project needs, permit coordination will be required with the following agencies. This coordination includes assistance with completing applications, initial submittal, modifications to plans necessitated via permit comment and response cycles and coordinating resubmittals.

- a. City of Prospect Heights
- b. MWRD
- c. CCDOTH
- d. Illinois Environmental Protection Agency - Water Pollution Control (Sanitary)
- e. SWPPP

II. Final Engineering Construction Docs. From 50%-100% Completion

CAGE will prepare the final on-site engineering construction documents (to be issued as a single set of plans) for the project. Documents are anticipated to include the following drawings:

- a. Title Sheet
- b. General Notes & Specifications
- c. Existing Conditions & Demolition Plan
- d. Site Dimensional & Paving Plan
- e. Grading & Drainage Plan
- f. Soil Erosion Control Plan
- g. Soil Erosion Control Notes & Details
- h. Utility Plan
- i. Construction Details

The final design phase for construction documents includes all on-site design items only. Any off-site roadway or utility improvements (i.e., roadway widening, deceleration lanes, traffic signal modifications) to either W. Camp McDonald Road or N. Schoenbeck Road determined to be necessary during prior phases would be completed as an additional service as requested by Client.

III. Final Stormwater Detention Design/Report From 50%-100% Completion

CAGE will prepare calculations, documentation, and modeling necessary to satisfy City and MWRD requirements per the submittal and permit application process for the site, including the following:

- a. Site runoff and volume control calculations
- b. Detention volume requirements
- c. Overall report preparation & narrative
- d. Exhibit(s) displaying designed stormwater facilities
- e. Maintenance guidelines & narrative

IV. Final Compensatory Storage Modeling/Calc From 50%-100% Completion

CAGE will prepare detailed floodplain compensatory and calculations and modeling as necessary to satisfy municipal requirements for proposed grading operations within the limits of the on-site



regulatory floodplain. These calculations will supplement the on-site stormwater detention design elements and be included in City and MWRD permit application deliverables as applicable.

V. CONSTRUCTION DOCUMENT MEETINGS

This effort includes attendance at Client, Owner and/or governmental staff meetings, including the preparation of necessary civil engineering-related exhibits, during this phase.

GENERAL/ADDITIONAL ITEMS

VI. ADDITIONAL MEETINGS

This phase includes attendance at Client meetings, City staff meetings or public hearings, including preparation of applicable exhibits, other than the meetings noted above.

VII. REIMBURSABLES

Reimbursables shall include outside consultant's fees, reproduction costs, messenger or special mail service, or other project-related expenses.

CLIENT RESPONSIBILITIES

The client will be responsible for providing the following:

1. Legal, accounting and insurance counseling services that may be necessary.
2. Access to the site if necessary.
3. Any hard copy drawings, surveys, and electronic drawings available for the subject property.
4. Payment for any permit fees, review fees, or any other fees associated with the development.



COMPENSATION

CAGE will provide the Scope of Services for this project per the following breakdown:

Description	Fee	Fee Type
REGULATORY AND DOCUMENTATION SERVICES		
I. Permitting Coordination		
a. City of Prospect Heights	\$3,400	Lump Sum
b. MWRD	\$5,800	Lump Sum
c. CCDOTH	\$4,400	Lump Sum
d. IEPA	\$1,200	Lump Sum
e. SWPPP	\$2,680	Lump Sum
II. Final Engineering Construction Docs. From 50%-100%	\$13,600	Lump Sum
III. Final Stormwater Detention Design/Report From 50%-100%	\$2,900	Lump Sum
IV. Final Compensatory Storage Modeling/Calc From 50%-100%	\$1,100	Lump Sum
V. Construction Document Meetings	\$900	Lump Sum
TOTAL SCOPE OF WORK	\$35,980	Lump Sum
GENERAL/ADDITIONAL ITEMS (if required/requested)		
VI. Additional Meetings	-----	Time & Material
VII. Reimbursables	-----	Time & Material

The attached "General Conditions", which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy. Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,
CAGE ENGINEERING, INC.

Claudia Welp

Claudia Welp
Director of Operations - IL

Tom Petermann

Tom Petermann, P.E.
Principal

The undersigned is the (a) actual owner of record of the property; (b) ___ authorized agent of the owner of the property; (c) ___ contract purchaser of the Property; (d) ___ general contractor; or (e) ___ uncertain.

If (b), (c), (d) or (e) is checked, the property owner's name and address is: _____.

ACCEPTED: **PROSPECT HEIGHTS SCHOOL DISTRICT 23**

By: *[Signature]*
(Authorized Representative)

Title: *Chief School Business Offc*
ASST. Superintendent

Amy K McPartlin
(Printed Name)

Date: *11-14-2024*



GENERAL CONDITIONS

REFERENCE CONDITIONS CAGE Engineering, Inc., will hereinafter be referred to as CAGE, and the Client listed in proposal above will be referred to as CLIENT. CAGE is defined as including its subsidiaries, affiliates, contractors, subcontractors, and agents, including their respective officers, directors, employees, successors, and assigns.

ONE INSTRUMENT/PRECEDENCE These GENERAL CONDITIONS, and the PROPOSAL to which these conditions are attached shall be deemed one instrument, and collectively known as the "Agreement". Wherever there is a conflict or inconsistency between the provisions of these GENERAL CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL CONDITIONS shall, in all instances, take precedence and prevail. These GENERAL CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an agreement for additional services.

ENTIRE AGREEMENT These GENERAL CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supersedes any and all prior oral or written communications, understandings or agreements between the Parties. Amendments to these GENERAL CONDITIONS must be in writing and signed by both CLIENT and CAGE.

DISPUTE RESOLUTION In an effort to resolve any conflicts that arise during the performance of professional services for the project, or following completion of the project, CLIENT and CAGE agree that all disputes between them relating to the Agreement shall first be negotiated between senior officers of CLIENT and CAGE for up to 30 days prior to being submitted to mediation. The costs of the mediator shall be split evenly between CLIENT and CAGE. CLIENT and CAGE shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to CAGE. In the event that mediation is not successful, either CLIENT or CAGE may seek resolution in state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

STATUTES OF REPOSE and LIMITATION All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date CAGE's services are completed or terminated.

MODIFICATION TO THE AGREEMENT CLIENT or CAGE may request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the approved fees, shall be incorporated in this Agreement by a written amendment to the Agreement.

ASSIGNMENT Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

SEVERABILITY If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

BREACH In the event CLIENT breaches the terms of this Agreement, CAGE shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. CLIENT further agrees that CAGE shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney's fees. In the event CAGE breaches the terms of this Agreement, CLIENT shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. CAGE further agrees that CLIENT shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney's fees.

WAIVER No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof.

FEE SCHEDULE Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made part hereof. Where fees are based on hourly charges for services and costs incurred by CAGE, they shall be based upon the hourly fee schedule adopted annually by CAGE, as more fully set forth in the "Time and Material Rate Schedule" attached hereto and by reference made part hereof.

INVOICES Charges for services will be billed at least as frequently as monthly, and at the completion of the project. CLIENT shall compensate CAGE for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse CAGE for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or deductions by CLIENT unless agreed to in writing by CAGE. Invoices are considered delinquent if payment has not been received within 45 days from the date of invoice. There will be an additional charge of 1 percent per month compounded on amounts outstanding more than 45 days. All reasonable expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CAGE per CAGE's then current "Time and Material Rate Schedule". All reasonable expenses incurred (including attorney's fees) in connection with CAGE's failure to perform under and breach of this Agreement will be paid by CAGE to CLIENT.

REIMBURABLES CLIENT shall reimburse CAGE for all expenses related to the project, including prints/copies, supplies, travel charges, conferencing services and other costs directly incidental to the performance of the contract services. Reimbursement of expenses shall include actual costs plus 5%.

CHANGES IN REGULATORY ENVIRONMENT The services provided by CAGE under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws, and requirements that were in existence on the date of this Agreement. Any material additions, deletions, or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.

GOVERNING LAW This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

CURE PERIOD If during the project term, CLIENT observes or becomes aware of any improper service which has been provided by CAGE, Client agrees to immediately notify CAGE of the same, in writing within 7 business days of discovery. CAGE shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before CLIENT may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If CLIENT fails to notify CAGE of any defects within thirty (30) working days of learning of the defects, any objections to CAGE's work shall be waived. CAGE is not responsible for any backcharges unless CLIENT has complied with the foregoing and allowed CAGE the opportunity to cure any problem.

FORCE MAJEURE Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

STANDARD OF CARE Services performed by CAGE under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

INDEMNITY To the fullest extent permitted by law, the CLIENT shall waive any right of contribution and shall indemnify and hold harmless CAGE, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from CLIENT's negligence or the negligence of CLIENT's agents. This indemnity shall not require the CLIENT to indemnify CAGE for the negligent acts of CAGE or its agents.

To the fullest extent permitted by law, the CAGE shall waive any right of contribution and shall indemnify and hold harmless CLIENT, its agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from CAGE's negligence or the negligence of CAGE's agents. This indemnity shall not require the CAGE to indemnify CLIENT for the negligent acts of CLIENT or its agents.

In the event of damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from negligence by both parties, both CAGE and CLIENT shall participate in remedy to said issues.

INSURANCE and LIMITATION CAGE is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which CAGE considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. CAGE shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the project over which CAGE has no supervision or control. Before work is commenced on the site, and throughout the duration of the project, CLIENT shall maintain insurance coverage so as to indemnify CAGE from all claims of bodily injury or property damage that may occur from CLIENT's negligence.

LIMITATION OF PARTIES' LIABILITY In recognition of the relative risks and benefits of the Project to both the CLIENT and CAGE, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided CAGE cannot expose itself to damages disproportionate to the nature and scope of CAGE's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of CAGE to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of CAGE in performing professional services shall be limited to twenty thousand dollars (\$20,000) or the total fees paid to CAGE by CLIENT under this Agreement, whichever is greater. To the maximum extent permitted by law, CAGE agrees that the liability of CLIENT to CAGE for any and all causes of action, including, without limitation, contribution, asserted by CAGE and arising out of or related to this Agreement shall be limited to twenty thousand dollars (\$20,000) or the total fees paid to CAGE by CLIENT under this Agreement, whichever is greater.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CAGE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the project or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and CAGE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

RELIANCE ON INFORMATION PROVIDED CAGE may rely on the accuracy and completeness of any information furnished to CAGE by or on CLIENT's behalf. Furthermore, CLIENT agrees to hold CAGE harmless from any engineering errors resulting from inaccurate site information which is provided by CLIENT. CLIENT's agreement to hold CAGE harmless specifically includes topographic surveys which have been prepared by other consultants, whereby CAGE must rely on the accuracy of grades, as well as location of existing structures and utilities.

PERSONAL LIABILITY It is intended by the parties to this Agreement that CAGE's services in connection with the project shall not subject CAGE's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT'S sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CAGE, and not against any of CAGE's individual employees, officers, or directors. Likewise, CAGE agrees that as CAGE'S sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CLIENT, and not against any of CLIENT's individual employees, officers, or directors.

PERMITS AND FEES Unless the Proposal specifically provides otherwise, CLIENT shall be responsible for paying all application and permit fees and obtaining all permits. CAGE does not warrant, represent, or guarantee that the permits or approvals will be issued.

RIGHTS-OF-WAY & EASEMENTS CLIENT shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.

TERMINATION This Contract shall terminate at the time CAGE has completed its services for CLIENT, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. CLIENT agrees to pay for all services, expenses, and charges, as agreed, which have been incurred by CAGE through the date of termination, provided no breach of this Agreement by CAGE.

THIRD PARTY BENEFICIARIES Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CAGE. CAGE's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against CAGE because of this Agreement, or the performance or nonperformance of services hereunder. Neither CAGE nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and CAGE agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in project to carry out the intent of this provision.

REUSE OF DOCUMENTS All documents including reports, drawings, specifications, exhibits, and electronic media furnished by CAGE and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written authorization by CAGE is prohibited and is at CLIENT's risk, without liability to CAGE. CLIENT shall hold harmless CAGE and/or any subcontractor from all claims, damages, losses, and expenses including court costs and attorney's fees arising out of or resulting therefrom.

SUBCONTRACTING CAGE shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

JOB SITE VISITS CLIENT agrees that services performed by CAGE and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with contract documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. CAGE and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. CAGE and/or any subcontractor will not be responsible for Construction Contractor or Construction Subcontractor's obligation to carry out the work according to the contract documents. CAGE and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor or Construction Subcontractor's work or to stop work.

ENGINEER'S OPINION OF PROBABLE COST Since CAGE has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, CAGE's opinions of probable project cost or construction cost for the project will be based solely upon its own experience with construction, but CAGE cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT shall employ an independent cost estimator.

SHOP DRAWING REVIEW CLIENT agrees that CAGE and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with CAGE's design concept and contract documents. CAGE and/or any subcontractor shall not be responsible for any aspects of a shop drawing or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor/Subcontractor will be responsible for dimensions, lengths, elevations, and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor/Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to CAGE.

RECORD DRAWINGS If CAGE is to prepare record drawings as required by the Proposal, then the information submitted by the Contractor and incorporated by CAGE into the record documents will be assumed to be reliable, and CAGE will not be responsible for the accuracy of this information, nor for any errors in or omissions in the information provided by the Contractor which may appear in the record documents as a result, and CLIENT will hold CAGE harmless for any such errors or omissions.

RIGHT OF ENTRY CLIENT shall provide for CAGE's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for CAGE to fulfill the scope of services for the project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

**EXHIBIT A
TIME AND MATERIAL RATES**

<u>POSITION</u>	<u>HOURLY RATES</u>
Principal	\$225.00
Senior Manager	\$190.00
Project Manager	\$175.00
Construction Manager	\$165.00
Project Engineer	\$135.00
Civil Engineer	\$115.00
Engineering CADD Technician	\$105.00
Project Assistant	\$80.00
Survey Manager	\$185.00
2-Man Field Crew	\$230.00
Field Crew Chief	\$140.00
Instrument Person	\$90.00
Survey Technician	\$120.00

EXCLUSIONS (AVAILABLE AS ADDITIONAL SERVICES):

I. ALL ENVIRONMENTAL SERVICES

II. ALL GEOTECHNICAL SERVICES

III. ALL TOPOGRAPHIC MAPPING SERVICES

IV. ALL SURVEYING SERVICES

V. ALL TRAFFIC & PARKING SERVICES

VI. ALL LANDSCAPE ARCHITECTURE SERVICES

VII. ENGINEERING SERVICES NOT INCLUDED

- A. Design of the site electrical, gas, or telecommunication distribution system. CAGE will assist in locating utility linework outside of the building envelope up to connection to the public mains, but sizing, pipe type, and building tap location to be provided by others.
- B. Preparation of engineering design and plans for any off-site utility or highway entrance improvements on adjacent rights-of-way, including improvement plans for W. Camp McDonald Road or N. Schoenbeck Road.
- C. Design or plan preparation of retaining walls or other structural engineering elements.
- D. Preparation of detailed floodplain and/or floodway studies of any existing or proposed drainage system to determine base flood elevations and stream flows and velocities.
- E. Completion of a downstream storm sewer, water supply, or sanitary sewer system capacity study.
- F. Work in connection with preparation of plans, application and field surveys required to obtain a Federal Emergency Management Agency Letter of Map Revision or floodway permitting through Illinois Department of Natural Resources.
- G. Detailed electrical design and/or site lighting plans (including photometrics).



December 20th, 2024

RE: Advance Deposit for Engineering
1 N SCHOENBECK RD.,
PROSPECT HEIGHTS, IL 60070

This letter is in response to your request for additional nonstandard service at 1 N SCHOENBECK RD., PROSPECT HEIGHTS, IL 60070. Based on the preliminary information that you have provided to ComEd, it has been determined that your project will require installation, relocation, or removal of facilities that are above 'standard' – that is, facilities that are more than provided for in the basic service covered in ComEd's rates. An 'optional facilities payment' is required from the customer in such situations. The optional facilities payment amount due can only be determined upon completion of the engineering and design plans for your project.

To complete the detailed engineering and provide contracts with the actual optional facilities payment due for your project, ComEd requires a non-refundable deposit in the amount of \$1,000.00 (please make check payable to Commonwealth Edison). This deposit will cover the engineering costs associated with your request for and relocation of overhead lines at 1 N SCHOENBECK RD., PROSPECT HEIGHTS, IL 60070.

If you would like ComEd to complete the final design and prepare the necessary contract documents for your project, please **sign below and return this letter along with the required deposit amount** within 30 days to MARTIN CONNEELY, 201 N ARTHUR AVE MT PROSPECT, IL 60056.

If you ultimately decide to move forward with this project, the advance deposit for engineering will be credited against the final optional facilities payment amount. If you choose not to proceed with the work, the deposit will be retained by ComEd to cover the engineering costs associated with your project. If you have requested multiple design options, you will only receive a credit for the option that you choose to authorize for construction.

If this signed letter and deposit payment amount are not returned within 30 days, ComEd will consider your request for service cancelled.

If you have any questions, please feel free to contact me at 847-846-1074

Sincerely,

Martin Conneely
Design Construction Consultant
New Business/Mt Prospect



Customer Signature

1-6-2025
Date



January 30, 2024

Ms. Amy McPartlin
 Assistant Superintendent for Finance and Operations
 Prospect Heights SD23
 700 N. Schoenbeck Rd.
 Prospect Heights, IL 60070

RE: PROJECT AUTHORIZATION
 ADDITIONS AND RENOVATIONS
 AT EISENHOWER ELEMENTARY SCHOOL
 PROJECT NO. 23140

Prospect Heights School District 23 (Owner) authorizes ARCON Associates, Inc. (Architect) to provide professional services for the Project identified herein, which professional services shall be subject to the terms and conditions of the AIA B101 Master Agreement dated June 6, 2016 unless specifically provided otherwise in this Project Authorization.

<p>LOCATION / DESCRIPTION OF PROJECT</p>	<p>The scope of work involves a building addition with eight (8) classrooms, offices for support services, and a new multi-purpose room. The existing library will be renovated and the existing main office will be relocated. The District has approved the construction documents to proceed to 50% CDs at which time they will reevaluate the project timeline.</p> <p><i>(SIX CL. BASH-DIA, 2 CL. RA. BASH) EMM</i></p> <p><i>Per BOC approval, proceed to 75% development. EMM</i></p>
<p>INITIAL INFORMATION (including Project Budget, etc.)</p>	<p>The Construction Budget for the project is approximately \$21 million based on N&A estimate. The estimated Project Budget (construction budget plus architect/engineer fee) is \$22,522,500.</p> <p><i>Per updated N&A budget (11-24), construction budget is approx \$17.7M. The estimated Project Budget is \$19.3M. EMM</i></p>
<p>SCOPE OF BASIC SERVICES (including all engineering disciplines under ARCON)</p>	<p>The Architect shall retain the following consultants: CS2 Engineering ML Structural Cage Civil Engineering</p>
<p>ADDITIONAL SERVICES (including specialty consultants)</p>	<p>A commissioning agent will be required.</p>

PROJECT AUTHORIZATION
 ADDITIONS AND RENOVATIONS
 AT EISENHOWER ELEMENTARY SCHOOL
 PROJECT NO. 23140
 PAGE 2

PHASES OF SERVICES	Complete SD, DD, through 50% CD services are included.
PROJECT SCHEDULE FOR SERVICES, INCLUDING ANTICIPATED DATE OF COMMENCEMENT OF CONSTRUCTION AND COMPLETION	50% Drawings and Specifications available after March 21, 2024. <i>75% Drawings and Specifications available after March 11th, 2025.</i>
ARCHITECT'S FEE (if other than as set forth in Master Agreement)	The Architect's fee for this project shall be calculated at a percentage basis per Section 11.1 of the master agreement. The estimated fee is \$1,522,500. <i>(Approx 150K from 50% CD's - 75% CD's)</i>
HOURLY BILLING RATES (if other than as set forth in Master Agreement)	Hourly billing rates shall be as per Section 11.7 of the Master Agreement.
SPECIAL TERMS AND CONDITIONS APPLICABLE TO PROJECT (No. of site visits if other than a set forth in 4.3.3.2.)	

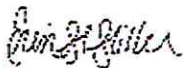
EMM

EMM


This agreement entered into as of the day and year first written above.

Please feel free to call if you have any questions. If acceptable, please sign, retain one copy for your files, and return one copy to ARCON. Thanks, again, for the opportunity to serve the needs of Prospect Heights School District 23.

Sincerely,
 ARCON Associates, Inc.



Erin M. Miller, LEED AP
 Principal



Prospect Heights School District 23



WATERSHED MANAGEMENT PERMIT

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

LOCAL SEWER SYSTEMS SECTION
111 EAST ERIE STREET, CHICAGO, IL 60611
www.mwrd.org/wmo

INSTRUCTIONS FOR COMPLETING PERMIT FORM

Submit a signed copy of the Watershed Management Permit application electronically through the Watershed Management Ordinance Permit Application Submittal System (WPASS) at www.mwrd.org/wpass. Include any other applicable permit schedules with the application and check the appropriate boxes. Submit a signed and sealed copy of the plan set. If applicable, submit the Fee Payment Voucher and Payment Receipt. Payments can be mailed to the address at the top of this form or submitted electronically at <https://mwrd.org/form/lss-pavment>. For any questions or assistance with submitting the permit application please email us at wpass@mwrd.org or call (312) 751-3255.

NAME AND LOCATION OF PROJECT

Name of Project (as shown on the plan set): Eisenhower Elementary School Addition
Location of Project (address or with respect to two major streets): 1 N. Schoenbeck Road

Municipality (Township, if unincorporated): Prospect Heights

PIN (include all impacted, use additional sheet if necessary): 03 - 22 - 308 - 014 - _____, _____, _____
_____, _____, _____

SEWER AREA OF PROJECT

Combined Sewer Area Separate Sewer Area

APPLICABLE PERMIT SCHEDULES

- | | | |
|--|-----------------------|---------------|
| <input checked="" type="checkbox"/> Project Information (Required for all projects) | WMO Schedule A | (Page 5 of 9) |
| <input checked="" type="checkbox"/> Sewer Summary (Required for all projects) | WMO Schedule B | (Page 6 of 9) |
| <input checked="" type="checkbox"/> Sewer Connections (Required for all projects) | WMO Schedule C | (Page 7 of 9) |
| <input checked="" type="checkbox"/> Detention & Stormwater Management Facilities (WMO) | WMO Schedule D | (2 Pages) |
| <input type="checkbox"/> Detention & Stormwater Management Facilities (Legacy) | WMO Schedule D-Legacy | (4 Pages) |
| <input type="checkbox"/> Public Lift Station and/or Force Main | WMO Schedule E | (2 Pages) |
| <input type="checkbox"/> Characteristics of Waste Discharge | WMO Schedule F | (2 Pages) |
| <input type="checkbox"/> Treatment or Pretreatment Facilities | WMO Schedule G | (2 Pages) |
| <input checked="" type="checkbox"/> Hazard Areas (Floodplain / Floodway /Riparian Areas) | WMO Schedule H | (2 Pages) |
| <input type="checkbox"/> Affidavit Relative to Compliance with Article 7 | WMO Schedule J | (1 Page) |
| <input type="checkbox"/> Affidavit of Disclosure of Property Interest | WMO Schedule K | (2 Pages) |
| <input type="checkbox"/> Notice of Requirements for Storm Water Detention | WMO Schedule L | (2 Pages) |
| <input type="checkbox"/> Outfall, Direct Connection, District Owned or Leased Property | WMO Schedule O | (1 Page) |
| <input checked="" type="checkbox"/> Soil Erosion and Sediment Control | WMO Schedule P | (1 Page) |
| <input type="checkbox"/> Recording and Maintenance | WMO Schedule R | (2 Pages) |
| <input type="checkbox"/> Wetlands and Wetland Buffer Areas | WMO Schedule W | (2 Pages) |
| <input type="checkbox"/> Current Survey of Property Interests (Required for most projects) | Exhibit A | |

DISTRICT or AUTHORIZED MUNICIPALITY USE ONLY

Application Received: _____ Permit Issued: _____

PERMIT ISSUED BY: DISTRICT Authorized Municipality

WMO PERMIT

GENERAL CONDITIONS

WMO Permit Number: _____

1. **Definitions.** The definitions of Appendix A of the Watershed Management Ordinance are incorporated into this Watershed Management Permit by reference. Additionally, the following words and phrases shall be defined as follows:
 - a) **Building and Occupancy Permit.** Building and Occupancy Permit issued by the Municipality.
 - b) **Design Engineer.** A Professional Engineer who prepares plans and specifications for the project, and signs the Watershed Management Permit Application.
 - c) **Inspection Engineer.** A Professional Engineer who inspects the development to ensure compliance with the design plans, specifications, a Watershed Management Permit, and the Watershed Management Ordinance.
 - d) **Permit.** Watershed Management Permit.
 - e) **General Conditions.** General Conditions contained in a Watershed Management Permit.
 - f) **Special Conditions.** Special Conditions of this Watershed Management Permit.
2. **Adequacy of Design.** The schedules, plans, specifications and all other data and documents submitted for this Permit are made a part hereof. The Permit shall not relieve the Design Engineer of the sole responsibility for the adequacy of the design. The issuance of this Permit shall not be construed as approval of the concept or construction details of the proposed facilities and shall not absolve the Permittee, Co-Permittee or Design Engineer of their respective responsibilities.
3. **Joint Construction and Operation Permits.** Unless otherwise stated by the Special Conditions, the issuance of this Permit shall be a joint construction and operation permit, provided that the Permittee or Co-Permittee has complied with all General and Special Conditions.
4. **Allowable Discharges.** Discharges into the Sanitary Sewer system constructed under this Permit shall consist of sanitary Sewage only. Unless otherwise stated by the Special Conditions, there shall be no discharge of industrial wastes under this Permit. Stormwater shall not be permitted to enter the Sanitary Sewer system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the Sanitary Sewer system.
5. **Construction Inspection.** All erosion and sediment control facilities, Stormwater Facilities, Detention Facilities, and Qualified Sewer Construction shall be inspected and approved by an Inspection Engineer acting on behalf of the Permittee or the Owner of the project, or by a duly authorized and competent representative of the Inspection Engineer. No sewer trenches shall be backfilled except as authorized by the Inspection Engineer after having inspected and approved the sewer installation.
6. **Maintenance.** Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, Sanitary Sewer lines, Combined Sewer lines, systems or facilities constructed hereunder or serving the facilities constructed hereunder shall be properly maintained and operated at all times in accordance with all applicable requirements. It is understood that the responsibility for maintenance shall run as a joint and several obligation against the Permittee, the Co-Permittee, the property served, the Owner and the operator of the facilities, and said responsibility shall not be discharged nor in any way affected by change of ownership of said property, unless the District has authorized assignment of the permit.
7. **Indemnification.** The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless the Metropolitan Water Reclamation District of Greater Chicago ("District", "MWRD", or "MWRDGC") and its Commissioners, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District and its Commissioners, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the District and its Commissioners, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless an Authorized Municipality and its elected officials, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the Authorized Municipality and its elected officials, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality

WMO PERMIT

GENERAL CONDITIONS

WMO Permit Number: _____

of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the Authorized Municipality and its elected officials, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

8. **Sewer Construction by District.** Permittee understands and acknowledges that the District has the right and power to construct and extend sewer service facilities and render such services within the area to be served by the project for which this Permit is issued, and that by the District constructing and extending such sewer service facilities and rendering such services, the facilities constructed by the Permittee under this Permit may decrease in value, become useless or of no value whatsoever, the Permittee may also sustain a loss of business, income and profits.

Therefore, by accepting this Permit and acting thereon, the Permittee, for itself, its successors and assigns, does remise, release and forever discharge the District and its Commissioners, officers, employees, servants, and agents of any and all claims whatsoever which Permittee may now have or hereafter acquire and which Permittee's successors and assigns hereafter can, shall, or may have against the District and its Commissioners, officers, employees, servants, and agents for all losses and damages, either direct or indirect, claimed to have been incurred by reason of the construction or extension at any time hereafter by the District of sewer service facilities in the service area contemplated by this Permit, the rendering of such services, which District facilities and services decrease the value of the facilities constructed by the Permittee under this Permit, make same useless or of no value whatsoever, including but not limited to, any and all damages arising under 70 ILCS 2605/19; the taking of private property for public use without due compensation; the interference with the contracts of Permittee; the interference with Permittee's use and enjoyment of its land; and the decrease in value of Permittee's land.

9. **Third Parties.** Regarding Qualified Sewer Construction, this Permit does not grant the right or authority to the Permittee: (a) to construct or encroach upon any lands of the District or of any other parties, (b) to construct outside of the territorial boundaries of the District except as allowed under an extraterritorial service agreement, (c) to construct or encroach upon the territorial boundaries of any units of local government within the District, (d) to connect to or discharge into or be served by (directly or indirectly) any sewer or sewer system owned or operated by third parties.

10. **Costs.** It is expressly stipulated and clearly understood that the Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, or facilities for which the Permit is issued shall be constructed, operated and maintained at no cost to the District.
11. **Other Sewer Construction.** The District reserves the right, privilege and authority to permit others to reconstruct, change, alter and replace all sewers and appurtenances thereto at the point of connection of any sewerage system to a District interceptor and/or in public right-of-ways of District easements, and to introduce additional Sewage flow through this connection into the intercepting sewer of said District.
12. **Change of Use.** This Permit shall be incorporated in the Building and Occupancy Permit for the Building or Buildings served under this Permit. The Owner or occupant of any Building served under this Permit shall not cause, or permit, a change of use of the Building to a use other than that indicated in this Permit without first having obtained a written permission from the Executive Director of the District.
13. **Interceptors Overloading.** The District hereby serves notice that its interceptors may flow full and may surcharge, and flooding of the proposed system may occur. The Permittee agrees that the proposed systems shall be constructed, operated and maintained at the sole risk of the Permittee.
14. **Transferability.** This Permit may not be assigned or transferred without the written consent of the Executive Director of the District or Enforcement Officer of an Authorized Municipality. However, a Sole Permittee may be required to assign or transfer the Permit when divesting itself of ownership to a third-party and should notify the District prior to such divestment so that the District may determine whether assignment to the new owner is necessary.
15. **Termination.** The District has the right to enforce or revoke a Permit issued by either the District or an Authorized Municipality as outlined in Article 12 of the Watershed Management Ordinance.

It is understood and agreed that in the event the Permittee shall default on or fail to perform and carryout any of the covenants, conditions or provisions of this Permit and such default or violation shall continue for sixty (60) days after receipt of notice thereof in writing given by the Executive Director of the District, then it shall be lawful for the District at or after the expiration of said sixty (60) days to declare said Permit terminated. The Permittee agrees that immediately upon receipt of written notice of such termination it will stop all operations, discontinue any discharges and disconnect the sewerage system or facilities constructed under this Permit. If the

WMO PERMIT

GENERAL CONDITIONS

WMO Permit Number: _____

Permittee fails to do so, the District shall have the right to disconnect said system. The Permittee hereby agrees to pay for any costs incurred by the District for said disconnection.

16. **Rights and Remedies.** The various rights and remedies of the District contained in this Permit shall be construed as cumulative, and no one of them shall be construed as exclusive of any one or more of the others or exclusive of any other rights or remedies allowed by applicable rules, regulations, ordinances and laws. An election by the District to enforce any one or more of its rights or remedies shall not be construed as a waiver of the rights of the District to pursue any other rights or remedies provided under the terms and provisions of this Permit or under any applicable rules, regulations, ordinances or laws.
17. **Expiration.** This Permit shall expire if construction has not started within one (1) year from the date of issue. Construction under an expired Permit is deemed construction without a Permit. All construction under this Permit shall be completed within three (3) years after the date of permit issuance. If conditions so warrant, an extension may be granted. For publicly financed projects (e.g. special assessments) the one (1) year period indicated will be considered from the date of final court action.
18. **Revocation.** In issuing this Permit, the District or Authorized Municipality has relied upon the statements and representations made by the Permittee or his agent. Any incorrect statements or representations shall be cause for revocation of this Permit, and all the rights of the Permittee hereunder shall immediately become null and void.
19. **Advance Notice.** The Permittee shall give the District or Authorized Municipality advance notice of at least two working days prior to the following: mobilization and installation of Erosion and Sediment Control Practices; commencement of construction; excavation for Qualified Sewer Construction; Major Stormwater Systems and Detention Facilities under this Permit; and completion of construction. When advance notice is given, the Permittee shall provide the Permit number, municipality and location.
20. **Compliance with Plans and Specifications.** All construction shall be in accordance with the plans and specifications submitted for this Permit and made a part hereof. No changes in, or deviation from the plans and specifications which affect capacity, maintenance, design requirements, service area or Permit requirements shall be permitted unless revised plans have been submitted to, and approved by the District or Authorized Municipality. The Permit together with a set of the plans and specifications (revised plans and specifications, if any) shall be kept on the jobsite at all times during construction and until final inspection and approval by the District or Authorized Municipality.
21. **Testing and Approval.** All construction under this Permit shall be subject to inspection, testing and approval by the District. All testing shall be made, or caused to be made, by the Permittee at no cost to the District and in the presence of the District representative. Upon satisfactory completion of construction, the Permittee and the owner shall submit, or cause to be submitted, a completion certificate and request for approval on the form prescribed by the District. No sewer or other facilities shall be put in service until all the conditions of the Permit have been satisfactorily met.
22. **Record Drawings.** Before final inspection and approval by the District or an Authorized Municipality, the Permittee shall furnish, or cause to be furnished to the District or an Authorized Municipality, a set of Record drawings and Schedule R for the site stormwater plan, Detention Facilities, Stormwater Facilities, and Qualified Sewer Construction.
23. **Compliance with Rules and Regulations.** The Permittee hereby expressly assumes all responsibilities for meeting the requirements of all applicable rules, regulations, ordinances and laws of Local, State and Federal authorities. Issuance of this Permit shall not constitute a waiver of any applicable requirements.
24. **Severability.** The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit, is held invalid, the remaining provisions of this Permit shall continue in full force and effect.
25. **Property Rights.** This Permit does not convey any property rights of any sort, or any exclusive privilege.
26. **Conflict with Other Conditions.** In the case of conflict between these General Conditions and any other condition(s) in this permit, the other condition(s) shall govern.

WMO SCHEDULE A PROJECT INFORMATION

Watershed Management Permit No.

1. **NAME OF PROJECT** Eisenhower Elementary School Addition
(as shown on the plans)

2. **APPURTENANCES** (check all applicable items)

- Siphon Drop Manholes Public Lift Station Outfalls
(Submit Sch. E) (Submit Sch. O)
- Stream Crossing Direct Connections to District → Describe _____

3. RECEIVING SANITARY/COMBINED SEWER SYSTEM

A. System that project will connect to is:

- Existing Proposed /Under Construction → District Permit # _____

List owners of all sewers from project to District interceptor _____

4. RECEIVING STORM SEWER SYSTEM TRIBUTARY TO WATERWAY

A. System that project will connect to is:

- Existing Proposed /Under Construction → District Permit # _____

List owners of all sewers from project to waterway _____

5. EXISTING LIFT STATION

- No Yes → Receiving system includes existing lift station

If yes, indicate location _____

6. FLOOD PROTECTION AREAS

Does any part of the project area involve the following? (check all applicable items)

- Floodplain/Floodway/Riparian Wetlands/Buffers/Riparian
(Schedule H) (Schedule W)

7. SIZE OF PROJECT

A. Total contiguous ownership interest	<u>7.13</u> acres	<u>Impervious area within project</u>	
B. Development Area	<u>2.53</u> acres	C. Before development	<u>0.77</u> acres
		D. After development	<u>1.96</u> acres

8. STORMWATER MANAGEMENT

A. Is project in the service area of a District permitted detention facility?

- No Yes → District Permit No. _____

B. Is stormwater management provided under this permit?

- No Yes → Required by: District Other
(Submit Sch. D)

C. Type of stormwater management

- Runoff Control Volume Control Detention Storage

WMO SCHEDULE B SEWER SUMMARY

Watershed Management Permit No.

PROJECT NAME: Eisenhower Elementary School Addition

(as shown on the plans)

1. **SEWER SUMMARY:** Include all qualified sewer construction sewers (Sanitary sewers in combined and separate sewer areas and Storm sewers in combined sewer area) and their tributary type:
Sanitary (San), Combined (C), Storm to Combined (SC), Storm to Waterway (SW), or Storm part of Volume Control (SVC)

Tributary Type	Choose an San	Choose an SW	Choose an SW	Choose an SW	Choose one	Choose an Choose one	Choose one
Pipe Size (in.)	6"	10"	12"	15"	18"		
Total Length (ft.)	40	298	428	161	5		
Min. slope used (%)	2.00	1.00	0.40	0.29	2.00		
Pipe Material *	PVC SDR 26	HDPE	HDPE	HDPE	HDPE		
Total Manholes	0	0	0	0	0		
Total Cleanouts	0	0	0	0	0		
Catch Basin/Inlets	2	5	6	4	0		

* Pipe material and joint specifications must be shown on plans. See Technical Guidance Manual for acceptable specifications.

Sewer construction in floodplain: No Yes → FPE 665.3 ft.

Sanitary Manholes in floodplain No Sanitary Manholes are located in the floodplain

Note: All structures shall have lids located above the FPE or be constructed with watertight, bolt down covers/lids.

2. NATURE OF PROJECT (Check all that apply)

Brief description The development consists of a + 25,000 SF building addition with associated underground utilities. Both parking lots are to be renovated and redesigned.

- Publicly financed Sewer extension to serve future development
 Sewer system serving a subdivision Storm sewers in combined sewer area
 Off-site trunk sewer to serve subdivision Service connections to serve buildings (Sch. C)
 Other _____

3. SEWER EXTENSIONS

Identify proposed project designed to service future connections (not included in Schedule C). Check the appropriate box and submit service area map and estimate of population equivalent (PE) to be served.

- NO YES → Service area map
 P.E. estimate submitted

WMO SCHEDULE C

Watershed Management Permit No. _____

SEWER CONNECTIONS

(FILL OUT ALL SECTIONS THAT APPLY)

School/Education:

15 GPD/student

252 student

$$15 \times 252 = 3,780 / 100 = 37.8 \text{ PE}$$

1. BUILDING CONNECTION DATA

A. RESIDENTIAL BUILDINGS

<input type="checkbox"/> Single Family	Total dwelling units *	_____	
	Number of sewer connections *	_____	PE** _____
<input type="checkbox"/> Multi Family	Total dwelling units *	_____	
	Number of sewer connections *	_____	PE** _____

B. COMMERCIAL & RECREATIONAL BUILDINGS

<input checked="" type="checkbox"/> Number of sewer connections		1	PE** _____
---	--	---	------------

C. INDUSTRIAL BUILDINGS

<input type="checkbox"/> Number of sewer connections			PE** _____
--	--	--	------------

* Each sanitary line exiting a building is a connection

** Population Equivalent (Submit calculations for each connection and total from all connections)

2. BUILDING USE - (Check all that apply)

A. COMMERCIAL & RECREATIONAL

Describe use of buildings, including principal product(s) or activities _____ the building addition will serve as classrooms and recreational use for the school.

<input type="checkbox"/> Food preparation or processing (install grease separator)	<input type="checkbox"/> Laundromat (install lint basin)
<input type="checkbox"/> Swimming pool (provide pool plans)	<input type="checkbox"/> Auto service (install triple basin)
<input type="checkbox"/> Manufacturing (describe) _____	<input type="checkbox"/> Auto wash (install mud basin)
<input type="checkbox"/> Other _____	

B. INDUSTRIAL BUILDINGS

Describe use of buildings, including principal product(s) or activities _____

<input type="checkbox"/> Sewer connections will receive domestic sewage only
<input type="checkbox"/> Industrial waste is produced

NOTE: If industrial waste is produced, submit [WMO Schedule F](#) & [WMO Schedule G](#) and plumbing plans along with flow diagram for pretreatment system.

ENGINEERING CERTIFICATIONS

Watershed Management Permit No.


CERTIFICATE BY DESIGN ENGINEER: I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, local, state and federal laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to an existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

Comments, if any: _____

Engineering Firm: CAGE Engineering Inc. **Telephone:** (630) 598 - 0007

Address: 2200 Cabot Drive, Suite 325 **City:** Lisle **Zip:** 60532



Signature:  **Date:** 12/4/2024
(Name and Title)

Email Address: tpetermann@cagecivil.com

CERTIFICATE BY MUNICIPAL OR SYSTEM ENGINEER: The application and the drawings, together with other data being submitted with this application, have been examined by me and are found to be in compliance with all applicable requirements. The manner of drainage is satisfactory and proper in accordance with local requirements. The existing local sewer system to which the project discharges has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

I hereby certify that the project area is within the municipal corporate limits. YES NO

Owner of Local Sewer System: Village of Prospect Heights

Municipal Engineer: _____ **Telephone:** 847-398-6070

Address: 8 N. Elmhurst Road **City:** Prospect Heights **Zip:** 60070



Signature: _____ **Date:** _____
(Name and Title)

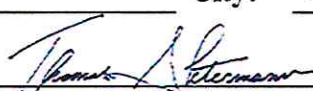
Email Address: _____

CERTIFICATE BY INSPECTION ENGINEER: I hereby certify that construction of the project will be in substantial compliance with the data and the plans submitted with this application; that approval will be obtained from the issuing authority prior to making any changes that would affect capacity, maintenance, design requirements, service area or the Permit requirements; that a set of RECORD drawings, signed and sealed by the undersigned Engineer will be furnished to the District or an Authorized Municipality before testing and approval by the District or Authorized Municipality of the completed work.

Engineering Firm: CAGE Engineering Inc. **Telephone:** 630-598-0007

Address: 2200 Cabot Drive, Suite 325 **City:** Lisle **Zip:** 60532



Signature:  **Date:** 12/4/2024
(Name and Title)

Email Address: tpetermann@cagecivil.com

SPECIAL CONDITIONS

Watershed Management Permit No.

This Permit is issued subject to the General Conditions and the attached Special Conditions.

If Permit is granted:

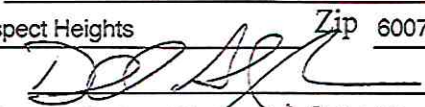
- Please return two (2) copies of the Permit to the Permittee; or
- Please mail one (1) copy to Permittee and one (1) copy to the person designated below:

Name: CAGE Engineering Inc. (Attn: Thomas Petermann)

Address : 2200 Cabot Drive, Suite 325, Lisle IL, 60532

Email : tpetermann@cagecivil.com

CERTIFICATE BY APPLICANTS: We have read and thoroughly understand the conditions and requirements of this Permit application, and agree to conform to the Permit conditions and other applicable requirements of the District. It is understood that construction hereunder, after the Permit is granted, shall constitute acceptance by the applicants of any Special Conditions that may be placed hereon by the District or an Authorized Municipality. It is further understood that this application shall not constitute a Permit until it is approved, signed and returned by the Director of Engineering of the District or Enforcement Officer of an Authorized Municipality.

PERMITTEE	CO-PERMITTEE
<p>The project area is within municipal corporate limits.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable</p>	<p>(Co-Permittee is Property Owner)</p> <p>Title to property is held in a land trust: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, Co-Permittee shall be beneficiary with Power of Direction</p>
Municipality <u>City of Prospect Heights</u>	Owner <u>Board of Education - School District 23</u>
Address _____	Address <u>700 N. Schoenbeck Road</u>
City _____ Zip _____	City <u>Prospect Heights</u> Zip <u>60070</u>
Signature _____	Signature 
Name _____ (Print)	Name <u>Donald Angelaccio, EdD</u> (Print)
Title _____	Title <u>District Superintendent</u>
Date _____ Phone _____	Date <u>12-5-2024</u> Phone <u>847-870-</u>
Email _____	Email <u>dangelaccio@d23.org 2550</u>

REVIEW AND APPROVAL BY THE DISTRICT OR AUTHORIZED MUNICIPALITY	
Reviewed by: _____ <small>(Local Sewer Systems) or (Professional Engineer)</small>	Date _____
Approved for Issue	
Approved by: _____ <small>(For the Director of Engineering) or (Enforcement Officer)</small>	Date _____



GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE

February 29, 2024

~~Aaron Bruder
Director of Engineering
CAGE Engineering
2200 Cabot Dr, Suite 325
Lisle, IL 60532~~

Amy McPartlin
Assistant Superintendent for Finance and Operations
Prospect Heights District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070

SUBJECT: Proposal for Ecological Services – Eisenhower Elementary School
Mt. Prospect, Cook County, Illinois

Dear Mr. Bruder:

GRWA, Inc. is pleased to present this proposal outlining ecological consulting regarding wetland delineation for the above referenced site. The tasks outlined below will be required.

SCOPE OF SERVICES

Task 1: Wetland Delineation Field Work **\$1,250.00**

- 1.1. Map Review: Prior to conducting fieldwork, GRWA will review publicly available water resource maps, soil survey, and topographic maps.
- 1.2. Wetland Boundary Staking: The non-farmed wetland boundaries (if present) will be marked with pin stakes and sample points will be taken to assess the vegetation, soils, and hydrology within, and adjacent to, the on-site wetlands.
- 1.3. USACE Data Forms: Wetland delineation data forms will be completed according to "The Regional Supplement to the Corps of Engineers Wetland Delineation Manual Midwest Region (Version 2.0)" in order to record and report field data.
- 1.4. Field Sketch: A sketch of the staked wetland boundaries will be sent to the client for survey coordination (GRWA, Inc. does not perform surveys).

Sub-Task 1: Supplemental Site Visit: **\$350.00**

- 1.5. Site Visit: It should be noted that the scheduling of wetland delineations is subject to delay because of snow cover, degraded plant material, and/or frozen ground conditions. Delineations will be conducted as conditions permit. Supplemental visits to review existing conditions and/or floristic quality of any identified wetlands may occur at the additional cost noted above.

Task 2: Report Preparation **\$1,350.00**

- 2.1. Executive Summary: A report will be prepared that summarizes the wetland determination findings.
- 2.2. Exhibits: The report will include a location map, NRCS soils map, USGS topographic map, National Wetland Inventory, and County Wetland Map, FEMA Floodplain map, and an aerial photo map indicating approximate wetland boundaries and data point locations. Historic aerial exhibits will be provided in the report as needed.
- 2.3. Site Photos: Site photos showing data point locations will be included as necessitated by the USACE and county requirements.
- 2.4. Threatened and Endangered Species Consultation: GRWA will initiate endangered and threatened species consultation with the Illinois Department of Natural Resources (IDNR) and the U.S. Fish and Wildlife Service (USFWS).
- 2.5. Correspondence: Any correspondence received from IDNR, USFWS or other agencies that is pertinent to the wetland delineation findings will be included as an attachment to the report.
- 2.6. Finding of "No Wetlands": If no regulated wetlands are identified on the study area, a short report will be provided that includes the above-mentioned summary, exhibits, and site photos. Data forms may be included depending on the site conditions reviewed.

Task 3: USACE Jurisdictional Determination \$650.00

- 3.1. USACE Jurisdictional Determination: If necessary, obtain Jurisdictional Wetland Determination that includes confirmation of flagged wetland boundaries. Property owner signature on an official USACE Jurisdictional Request form is required for this task. The cost does not include additional information or investigation requested by the USACE, including but not limited to drain tile surveys or analysis of storm sewer mapping.

Task 4: USACE and MWRD Permit Submittal \$2,250.00

- 4.1. Permit Application: Preparation of narrative, alternatives analysis, and pertinent exhibits for initiation of a Regional Permit submittal to the USACE. Cost includes the submittal of a Schedule W to the MWRD. Cost does not include preparation of a wetland mitigation plan*, if required.
- 4.2. Comment Response: It is likely that review comments will be generated during the permitting process. A response and/or revisions will be issued, and commenting agencies or individuals will be contacted to discuss our response/revisions and request input in order to expedite review and acceptance. Cost includes two (2) submittal revisions. Additional revisions will be billed at a time and material basis as noted below.

BASIS OF BILLING

Tasks beyond the Scope of Services of this contract such as additional renderings, major revisions and public meetings will be performed as approved by the client at the following rates.

2024 BILLING RATES

Principal	\$180.00	Landscape Architect/Site Planner	\$125.00
Senior Associate Municipal Services	\$155.00	Senior Natural Resource Consultant	\$125.00
Senior CAD Designer.....	\$145.00	Drafter/Designer	\$105.00
Senior Landscape Architect	\$145.00	Natural Resource Consultant.....	\$95.00
Project Manager	\$135.00	Construction Coordinator	\$95.00
Certified Professional in Erosion Control	\$132.00	Support	\$85.00
Certified Arborist	\$132.00		

If this agreement is acceptable to you, please sign and return one (1) copy for our files. This agreement is subject to the terms and conditions attached and incorporated herein. This proposal may be modified or withdrawn unless written authorization to proceed has been received within 30 days.

We thank you for this opportunity to submit this proposal. Please advise if you have any comments or questions.

Sincerely,

GRWA, Inc.



Carl M. Peterson
Managing Principal

02/29/2024
Date

AUTHORIZATION AND ACCEPTANCE



Authorized Signature Date

USACE AND MWRD PERMITTING MAY REQUIRE ADDITIONAL SERVICES BASED ON REQUESTED DOCUMENTATION FROM MWRD. OWNER WILL BE NOTIFIED IN ADVANCE IF ADDITIONAL SERVICES ARE GOIGN TO BE REQUESTED.

TERMS AND CONDITIONS

CLIENTS RESPONSIBILITIES

Client agrees to provide Landscape Architect with all information regarding existing conditions including boundary, easements and restrictions, soils, utilities, existing uses, and topography. Landscape Architect may reasonably rely on the accuracy and completeness of these items. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions. Client will obtain and pay for all necessary permits from authorities having jurisdiction over the project.

ESTIMATED SCHEDULE

Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care as well as Landscape Architect's receipt of all necessary documents and/or information. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. Client acknowledges that significant changes to the Project or construction schedule or budget, or to the Project's scope may require Additional Services of Landscape Architect.

TERMINATION

Either Client or Landscape Architect may terminate this Agreement upon seven days written notice with or without cause. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

OWNERSHIP OF DOCUMENTS

Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license for the Client to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All documents of professional services or products prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement and Client is not in breach of the contract.

MAINTENANCE

Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

MISCELLANEOUS PROVISIONS

Notwithstanding of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demand, losses, costs and expenses, including, but not limited to, reasonable attorney's fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be solely caused by Landscape Architect's negligent errors or omissions.

Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, a prevailing party shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.