

PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT 23 FINANCE COMMITTEE MEETING
MONDAY, OCTOBER 2, 2023
GRODSKY ADMINISTRATION BUILDING
700 N SCHOENBECK RD
PROSPECT HEIGHTS, IL 60070 at 6:00 PM

Engage ALL students in experiences that inspire EACH to grow as learners, individuals, and community members.

AGENDA

I. Call to Order

II. Discussion Items

- A. Financial Reporting to the Committee 2
Amy continues to work with Baker Tilly to finalize the restatement of the FY23 year-end fund balances. She will have an update to share from Nick regarding the timeline for presentation to the Committee.

The FY24 budget has been shared with Forecast 5 for uploading and the creation of reports that mirror the Baker Tilly proposals.

- B. FY2025 Budget Calendar 5

C. Construction Proposals for Discussion

Amy will share an overview and a comparative of Construction and Architectural fees and discuss the proposals for the preliminary design work as discussed at our last Board meeting. The proposals have been attached for the committee's review.

1. ARCON - Schematic Design Proposal 6
2. Soil Engineering and Testing Consultants (SET Consultants) - GeoTech Engineering and Environmental Services 9
3. CAGE - Topographic Site Survey 17

D. FY24 Grant Updates

Amy will share an update on several current grant opportunities:

- COPS Grant (Federal) - \$275,504
- Senator Anne Gillespie (State) - \$100,000
- Rep. Mary Beth Canty (State) - \$316,000
- Local Food for Schools (State) - \$5,096
- SMPG (State) - \$50,000

III. Adjournment

DISTRICT ORGANIZATIONAL GOALS

- **Student Success:** Ensure ALL students are well rounded and emotionally and academically prepared for success in high school.
- **Teaching, Learning, and Innovation:** Encourage a learning environment that emphasizes excellence and retains high quality staff.
- **Family and Community Partnership:** Actively engage and communicate with all families to foster collaborative relationships that benefit student learning and understanding of district priorities.
- **Facilities & Financial Planning:** Advance effective use of resources to support safe, learner ready facilities and to maximize student learning.

Annual Financial Report October 15, 2023 Due Date - Extension Request

1 message

Cavaliere, Nick <N.Cavaliere@bakertilly.com>

Mon, Oct 2, 2023 at 9:35 AM

To: "james.palmer@d214.org" <james.palmer@d214.org>, "Schuster, Lyndi" <lschuster@rtsd26.org>, "smallek@sd25.org" <smallek@sd25.org>, "bsatera@sd25.org" <bsatera@sd25.org>, "O'Connor, Ron" <oconnor.ron@ccsd59.org>, Janet Russo <russo.janet@ccsd59.org>, Corey Bultemeier <bultemec@wilmette39.org>, Jane Adler <adlerj@wilmette39.org>, Kathy Zalewski <zalewskik@district65.net>, Jason Edelheij <edelheij@glencoeschools.org>, Micheal DeBartolo <micheal.debartolo@ccsd21.org>, Michael Zagar <michael.zagar@ccsd21.org>, Amy McPartlin <amcpartlin@d23.org>, "lhummel@d211.org" <lhummel@d211.org>
Cc: "Malatt, Michael" <Michael.Malatt@bakertilly.com>, "Gille, Taryn M." <Taryn.Gille@bakertilly.com>, "Wiszowaty, Anna" <Anna.Wiszowaty@bakertilly.com>, "Dabrowski, Sebastian" <Sebastian.Dabrowski@bakertilly.com>, "Knabenhans, Brooke" <Brooke.Knabenhans@bakertilly.com>, "Brayne, Mark" <Mark.Brayne@bakertilly.com>, "Lightcap, Joe" <Joe.Lightcap@bakertilly.com>, "Coyle, Jason" <Jason.Coyle@bakertilly.com>, TURANCHIK EILEEN <ETURANCH@isbe.net>, GUM MICHAEL <MGUM@isbe.net>

Dr. Jauch,

We will not be able to complete our audit work and have Annual Financial Reports filed with your office by October 15th for the following districts:

1. Township High School District 214
2. River Trails School District 26
3. Arlington Heights School District 25
4. Wilmette School District 39
5. Wilmette Community Special Education Agreement
6. Evanston Community Consolidated School District 39
7. Evanston School District 65-2022 Joint Agreement
8. Glencoe School District 35
9. Community Consolidated School District 21
10. Community Consolidated School District 59
11. Prospect Heights School District 23

We respectfully request a 30-day extension of time to file the Annual Financial Reports. Please confirm receipt and approval through e-mail at n.cavaliere@bakertilly.com.

Thank you for your understanding and cooperation in this matter and please let us know if you have any questions.

Nick

Nicholus Cavaliere, CFE, CPA,
Partner

Fwd: Fiscal Year 2023 Audit - Status

1 message

Amy McPartlin <amcpartlin@d23.org>
To: Lorrie Ellison <lellison@d23.org>, Debbie Macek <dmacek@d23.org>

Mon, Oct 2, 2023 at 2:46 PM

FYI...

----- Forwarded message -----

From: **Cavaliere, Nick** <N.Cavaliere@bakertilly.com>
Date: Sun, Oct 1, 2023 at 4:01 PM
Subject: Fiscal Year 2023 Audit - Status
To: Amy McPartlin <amcpartlin@d23.org>
Cc: Knabenhans, Brooke <Brooke.Knabenhans@bakertilly.com>

Good afternoon,

I wanted to provide you with a brief status update regarding the District's fiscal year 2023 financial statement and single audit to share with the Finance Committee at the October 2, 2023 meeting. The District has elected to transition to the modified accrual basis of reporting for fiscal year 2023. As a result of this additional audit procedures and calculations are necessary to establish the beginning of the fiscal year balances under this basis of accounting, in addition to the ending balances. This process required additional information requests from the District's business office, in addition to additional procedures to be performed by Baker Tilly. Most of this information has been obtained and the process of working through this conversion has been completed for certain areas, and for other areas this information is not available and will require additional time to complete. It is important to note that during a financial reporting conversion for the basis of accounting additional reviews and procedures are necessary and will not allow for a similar timeline for report issuance as experienced in the past. (issued before 10/15) Simply stated, Districts that report on the modified accrual basis of reporting typically issue their financial statements after October 15 in most years due to the additional procedures that need to be performed and the availability of information needed to complete the year end accrual adjustments.

There are also several audit procedures that remain open and are outside of the District's and Baker Tilly's control and will need to be completed once the information becomes available and aligned with our staffing availability. Most notable are the following matters:

1. Cook County Property Tax – Issuance of 2022 Levy Agency Tax Rate Report – This process has been delayed by the County and as of today the 2022 Agency Tax Rate Report is not issued. This prevents the District from reviewing the 2022 property tax rate split between funds and also prevents the determination of accounts/receivable associated with this levy. Current estimates place this information becoming available sometime in October.
2. Confirmation of cash and investments held at the Wheeling Treasury – The confirmation that we receive from the Wheeling Treasury regarding the amount of cash and investments held for the District has not been completed and will likely come sometime in October.

As the District's financial statement and single audit will not be completed by October 15th, 2023 we will request an extension from the District's Regional Office of Education. We are emailing all ROEs on Monday morning regarding this extension and are also informing the Illinois State Board of Education. We will continue to provide updates to the District's administration as we work through our audit procedures and staffing availability as the additional information needed to complete the audit becomes available.

Please let me know if additional questions come about once you have an opportunity to share this information with the Finance Committee.

Thank you,

Nick

Nicholus Cavaliere, CFE, CPA,
Partner



 2021 BPTW_Chicago Crains

Baker Tilly US, LLP

1301 W. 22nd St, Ste 400, Oak Brook IL 60523

tel 630 645 6244 | fax 630 645 6294

n.cavaliere@bakertilly.com | bakertilly.com



Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.



An Independent Member of Baker Tilly International

BakerTilly US Confidentiality Notice: This message is being sent by BakerTilly US. It is intended exclusively for the individuals and entities to which it is addressed. This communication, including any attachments, may contain information that is proprietary, privileged, confidential, including information that is protected under the HIPAA privacy rules, or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by email and delete all copies of this message. This message is protected by applicable legal privileges and is confidential. Tax advice, if any, contained in this communication was not intended or written to be used by any taxpayer for the purpose of avoiding penalties.

--
Amy K. McPartlin, CSBO



**PROSPECT HEIGHTS DISTRICT 23
BOARD OF EDUCATION
INFORMATION ITEM**

Date: October 12, 2023
Title: 2024-25 Budget Calendar
Contact: Amy McPartlin, Assistant Superintendent for Finance & Operations

DATE RANGE	BUDGET PROCESS
10/12/2023	Board Approves the 2024-25 Budget Calendar
11/9/2023	Board Approves the 2023 Tentative Property Tax Levy
12/14/2023	Board Holds Public Hearing on the 2023 Property Tax Levy
	Board Approves the 2023 Property Tax Levy
01/11/2024	Resolution to Authorize Appointment of Individual to Prepare Budget
01/01 - 02/15/2024	Administration Develops Preliminary Financial Guidelines & Assumptions
02/27/2023	2024-25 Preliminary Financial Guidelines and Assumptions are Presented to Finance Committee
03/14/2024	Board Approves the 2024-25 Preliminary Financial Guidelines & Assumptions
03/15 - 04/30/2024	Building Principals and Program Administrators Develop Tentative Budgets
04/15 - 05/30/2024	Budget Meetings with Building Principals & Program Administrators
05/01 - 06/30/2024	Business Office Assembles the 2024-25 Tentative Budget
06/30/2024	Finance Committee to Receive Tentative Budget
07/15 - 08/01/2024	Business Office Prepares the Final Budget
08/08/2024	Board Approves the 2024-25 Tentative Budget and Sets the Date for Public Hearing on Final Budget
	Board Secretary Places the 2024-25 Tentative Budget on Public Display
09/12/2024	Board Holds Public Hearing on the 2024-25 Final Budget
	Board Approves the 2024-25 Final Budget



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

SCHEMATIC DESIGN SERVICES
Prospect Heights School District 23
PAGE 2

- 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
PAGE 2

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): _____

Title (please print): _____

Firm (please print): _____

Date: _____

**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

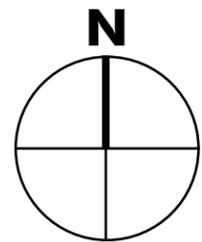
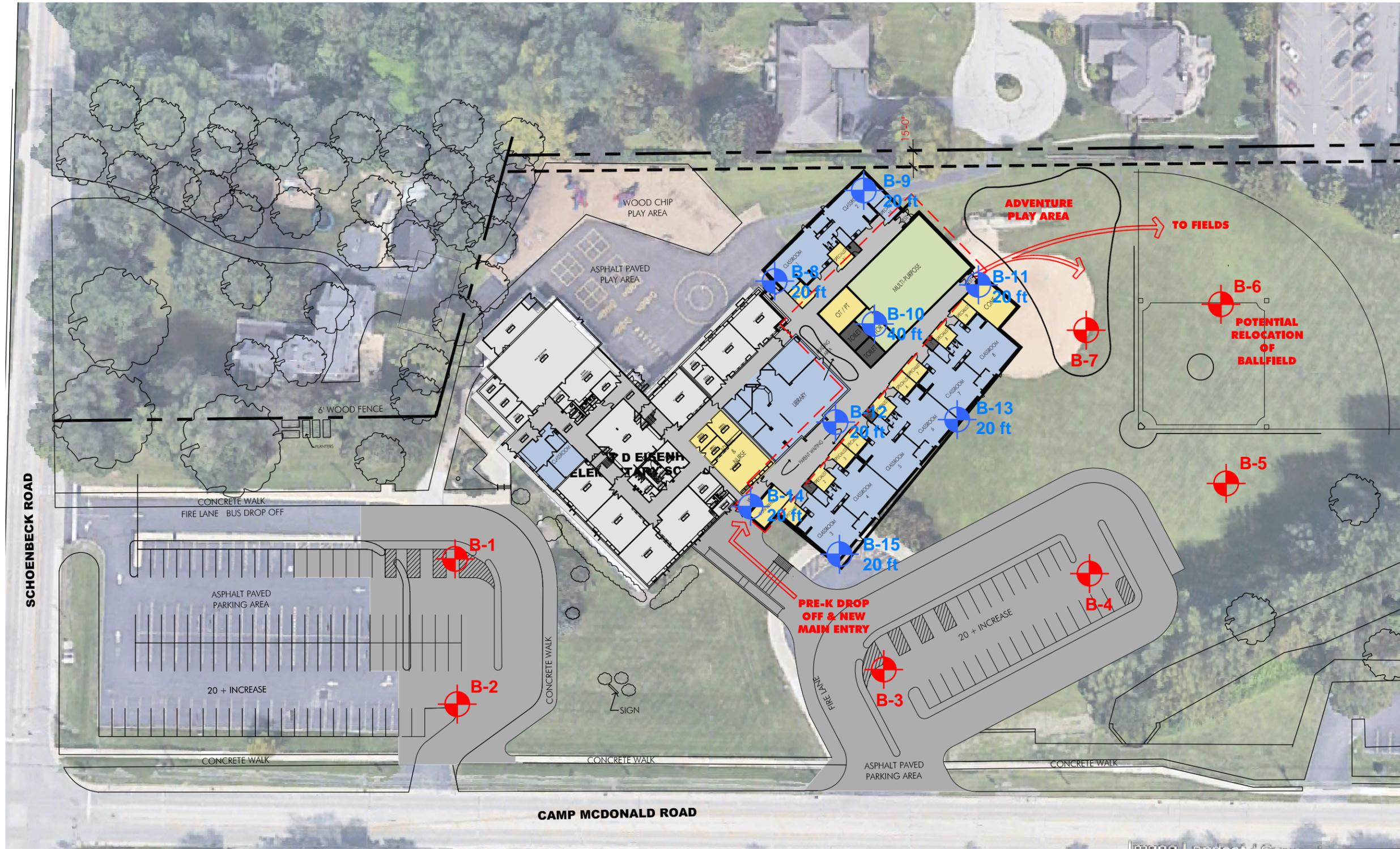
Task A - Perform Subsurface Soil Borings (3 field days; 285 feet total drilling)	
<i>Drilling Sub-Consultant (includes mobilization fees)</i>	\$ 9,120.00
<i>Visual Classification & Unconfined Strength Testing</i>	\$ 900.00
Task B - Soil Laboratory Testing	\$ 1,045.00
Task C - Soil Boring Logs and Engineering 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



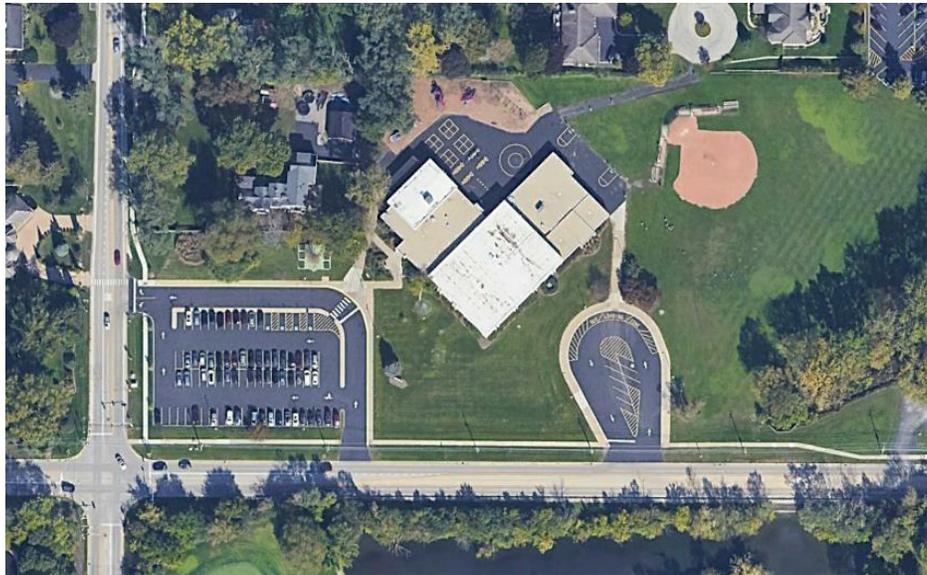
September 20, 2023

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: _____

(Printed Name)

Date: _____



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**