



SIGHT ON SOLUTIONS, INC.

Land Surveying, 3D Mapping and Construction Staking Services
"We Get corners other people Cut!"

March 27, 2020 (Revised December 17, 2020)

Mr. Michael Renner
Eriksson Engineering Associates, Ltd.
145 Commerce Drive, Suite A
Grayslake, Illinois 60030

Re: Capron Elementary School 200 N. Wooster St., 230 N. Wooster St. and 410 W. Main St., Capron, IL

Dear Mr. Renner:

Sight On Solutions, Inc. (SOS) appreciates the opportunity to submit a proposal to provide the following surveying services to Eriksson Engineering Associates, Ltd. (Client), as agent for owner, of the subject property in connection with Capron Elementary School, located at 200 N. Wooster Street and 230 N. Wooster Street, in Capron, Illinois and identified by the Boone County Assessor's Office as Parcel Identification Numbers (P.I.N.s): 04-03-400-024, 04-03-400-027, 04-10-226-013 and 04-10-226-017. SOS offers to provide the following services for the fees detailed below:

Option #1 (assumed each task completed separately):

Boundary Survey

Field measurement and analysis of the subject property identified above and outlined in yellow on the attached survey limits exhibit for use in the preparation of the Topographic Survey detailed below. This survey will be completed in accordance with the Minimum Standards of Practice as indicated by the Illinois Professional Land Surveyors Act of 1989 (225 ILCS330, Part 1270, Section 1270.56.b as amended). The Boundary Survey will indicate easements and restrictions as identified on the Final Plat of Subdivision (if any), however, restrictions, easements, setbacks or other encumbrances disclosed on a current title commitment, included with the preparation of an ALTA/NSPS Land Title Survey showing matters of title, along with unrecorded encumbrances on the property, will not be shown.

Sub-Total: \$4,300.00

Topographic Survey (Area in blue)

Preparation of a Topographic Survey of the subject property in accordance with the Minimum Standards of Practice as indicated by the Illinois Professional Land Surveyors Act of 1989 (225 ILCS330, Part 1270, Section 1270.56.f as amended). The Topographic Survey area shall include trees 6" in diameter or larger and that part of the subject property outlined in blue on the attached survey limits exhibit. Boundary lines shall only be shown if the Boundary Survey detailed above is completed by SOS. The Topographic Survey will reference a benchmark provided and a site benchmark shall be indicated by SOS for future use in construction of improvements. Location of buried utilities (i.e., gas, telephone, electric, cable TV, etc.), will not be shown, except where identifiable utility markers are observed at the time of the survey that clearly identify the utility configuration in a given area.

Sub Total: \$5,300.00



Topographic Survey (Areas in red)

Preparation of a Topographic Survey of the subject property in accordance with the Minimum Standards of Practice as indicated by the Illinois Professional Land Surveyors Act of 1989 (225 ILCS330, Part 1270, Section 1270.56.f as amended) The Topographic Survey area shall include trees 6” in diameter or larger and that part of the subject property outlined in red on the attached survey limits exhibit. Boundary lines shall only be shown if the Boundary Survey detailed above is completed by SOS. The Topographic Survey will reference a benchmark provided and a site benchmark shall be indicated by SOS for future use in construction of improvements. Location of buried utilities (i.e., gas, telephone, electric, cable TV, etc.), will not be shown, except where identifiable utility markers are observed at the time of the survey that clearly identify the utility configuration in a given area.

Sub Total: \$2,600.00

Topographic Survey (Areas in cyan)

Preparation of a Topographic Survey of the subject property in accordance with the Minimum Standards of Practice as indicated by the Illinois Professional Land Surveyors Act of 1989 (225 ILCS330, Part 1270, Section 1270.56.f as amended) The Topographic Survey area shall include trees 6” in diameter or larger in that part of the subject and adjacent property outlined in cyan on the attached survey limits exhibit. Boundary lines shall only be shown if the Boundary Survey detailed above is completed by SOS. The Topographic Survey will reference a benchmark provided and a site benchmark shall be indicated by SOS for future use in construction of improvements. Location of buried utilities (i.e., gas, telephone, electric, cable TV, etc.), will not be shown, except where identifiable utility markers are observed at the time of the survey that clearly identify the utility configuration in a given area.

Sub Total: \$1,750.00

Option #2 (assuming each task in Option #1 completed simultaneously)

Boundary & Topographic Survey

Prepare a single Boundary & Topographic Survey of the subject property in accordance with the Minimum Standards of Practice as indicated by the Illinois Professional Land Surveyors Act of 1989 (225 ILCS330, Part 1270, Sections 1270.56b and 1270.56.f as amended). The Boundary and Topographic Survey will indicate easements and restrictions as identified on the Final Plat of Subdivision (if any), however, restrictions, easements, setbacks or other encumbrances disclosed on a current title commitment, included with the preparation of an ALTA/NSPS Land Title Survey showing matters of title, along with unrecorded encumbrances on the property, will not be shown. The Topographic Survey area shall include trees 6” in diameter or larger in that part of the subject and adjacent property outlined in blue, red and cyan on the attached survey limits exhibit simultaneously. Location of buried utilities (i.e., gas, telephone, electric, cable TV, etc.), will be shown only where identifiable utility markers or structures are observed at the time of the survey that clearly identify the utility configuration in a given area.

Sub-Total: \$10,800.00

Underground Utility Mark Location

SOS, Inc will coordinate a private locate and survey the locations of the flags, paint marks, etc., if required, on an hourly basis if utility work is not completed at the time the Topographic Survey detailed above is completed.

Sub-Total: Hourly



This agreement is made and entered into between Sight On Solutions, Inc. (“Surveyor”) and Eriksson Engineering Associates, Ltd. (“Client”) according to the following Terms and Conditions:

Terms and Conditions (1-16):

1. Services Performed By Surveyor. Surveyor agrees to perform the services set forth and attached hereto and incorporated herein by this reference ("services").
2. Compensation by Client. Client agrees to compensate Surveyor upon completion and delivery of services and products in the amounts detailed herein.
3. Payments:
 - a. Invoicing: All fees and other charges attributable to this Agreement shall be invoiced by Surveyor at the time of final product delivery and shall be due and payable by Client within thirty (30) days to avoid Late Charges of up to 15% each month, as detailed below:
 - i. Late Charges accumulate on a thirty (30) day basis if not paid within thirty (30) days from the date of the invoice, detailed as follows:
 1. a 7.5% Late Charge will be added to the total amount due when payment is not received within thirty (30) days from the date of the invoice; a statement will be mailed to you reflecting this Late Charge.
 2. a 10% Late Charge will be added to the total amount due when payment is not received within sixty (60) days from the date of the invoice, including prior Late Charges; a statement will be mailed to you reflecting this Late Charge.
 3. a 15% Late Charge will be added to the total amount due when payment is not received within ninety (90) days from the date of the invoice, including prior Late Charges; a statement will be mailed to you reflecting this Late Charge. Late Charges shall continue at 15% each month until paid in full.
 - b. Additional Services. If services not specified in this Agreement are provided at Client's request, Client shall timely pay for all such services as extra work per terms, and hourly rates, set forth herein.
 - c. Reimbursable Costs. Any additional reimbursable fees incurred by Surveyor such as costs for county records, materials used for staking, transportation expenses, application fees, printing and reproduction costs, shipping fees, and County recorded document fees, if applicable, shall be invoiced with a 10% handling fee.
4. Documents Provided By Client. Client agrees to provide, or have provided, to the Surveyor any and all documents necessary to identify the ownership, location and condition of the property to be surveyed, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Surveyor, if necessary, the authorization of the owner and the adjoining property owners, to enter upon the property for the purpose of conducting Surveyor's work thereon.
5. Ownership of Work Product. Client acknowledges that all original papers, documents, maps, surveys, and other work product of Surveyor, and copies thereof, produced by Surveyor pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Surveyor and the Surveyor has the unrestricted right to use any such work product for any purpose whatsoever without the consent of Client. Client further acknowledges that Client's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
6. Use of Work Product. Client agrees that the work product prepared by Surveyor may not be altered or reproduced in any way nor used on any other project or for any purpose other than as specifically authorized herein by Surveyor.
7. Copyright. The parties agree that all protections of the United States and Illinois copyright laws shall be applicable to the work product to the benefit of Surveyor, whether or not such work product actually is so copyrighted, and without regard to whether or not such copyright actually applies to such work product.
8. Suspension or Termination of Performance. In addition to any other rights Surveyor may have for default of Client, if Client fails to pay Surveyor after service, product and invoices are rendered, Client agrees Surveyor shall have the right to consider such default in payment a material breach of this Agreement, and, upon notice, the duties, obligations, and responsibilities of Surveyor under this Agreement may be suspended or terminated at Surveyor's sole discretion.
9. Delays. Surveyor is not responsible for delays caused by activities or factors beyond Surveyor's control, including but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of nature, failure of Client to timely furnish information or approve or disapprove Surveyor's work, or faulty performance by Client or others, including contractors and governmental agencies.
10. Indemnity – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Surveyor, 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 Surveyor for the negligent acts of Surveyor or its agents.
11. Limit of Liability. Sight On Solutions, Inc.'s liability on any claim brought forth against Surveyor or Surveyor's Sub-Consultants (if any) shall be limited to the total amount of contracted services contained herein, performed up to the date of the claim.
12. Attorney's Fees. If Client or Surveyor is a prevailing party in any legal proceeding brought under or with relation to this Agreement, such party shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
13. Arbitration. At Surveyor's option, all claims, disputes, and other matters in question arising out of or relating to this Agreement shall be submitted to binding arbitration, where at least one arbitrator is an Illinois licensed Professional Land Surveyor practicing in the area of the subject property, and the parties hereto agree to execute and/or obtain the execution of all documents as may be necessary to submit such matters to arbitration. Unless otherwise agreed by the parties, said arbitration shall be in accordance with the rules and regulations of the American Arbitration Association.
14. Contractual Lien to Secure Payment. Client grants to Surveyor a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist, on the property and all improvements thereon to secure payment of all compensation due Surveyor by Client as provided herein. Client grants Surveyor the authority and right to file a copy of this Agreement in the Records of the County where the property is located to give notice of Surveyor's lien rights.
15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Illinois.
16. Entire Agreement of Parties. This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.



We will schedule the field work as soon as we receive a signed copy of this contract. Thank you again for the opportunity to submit this proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,
Sight On Solutions, Inc.

Michael S. Ulibarri, PLS, President

Signature of Approval for **Eriksson Engineering Associates, Ltd.**

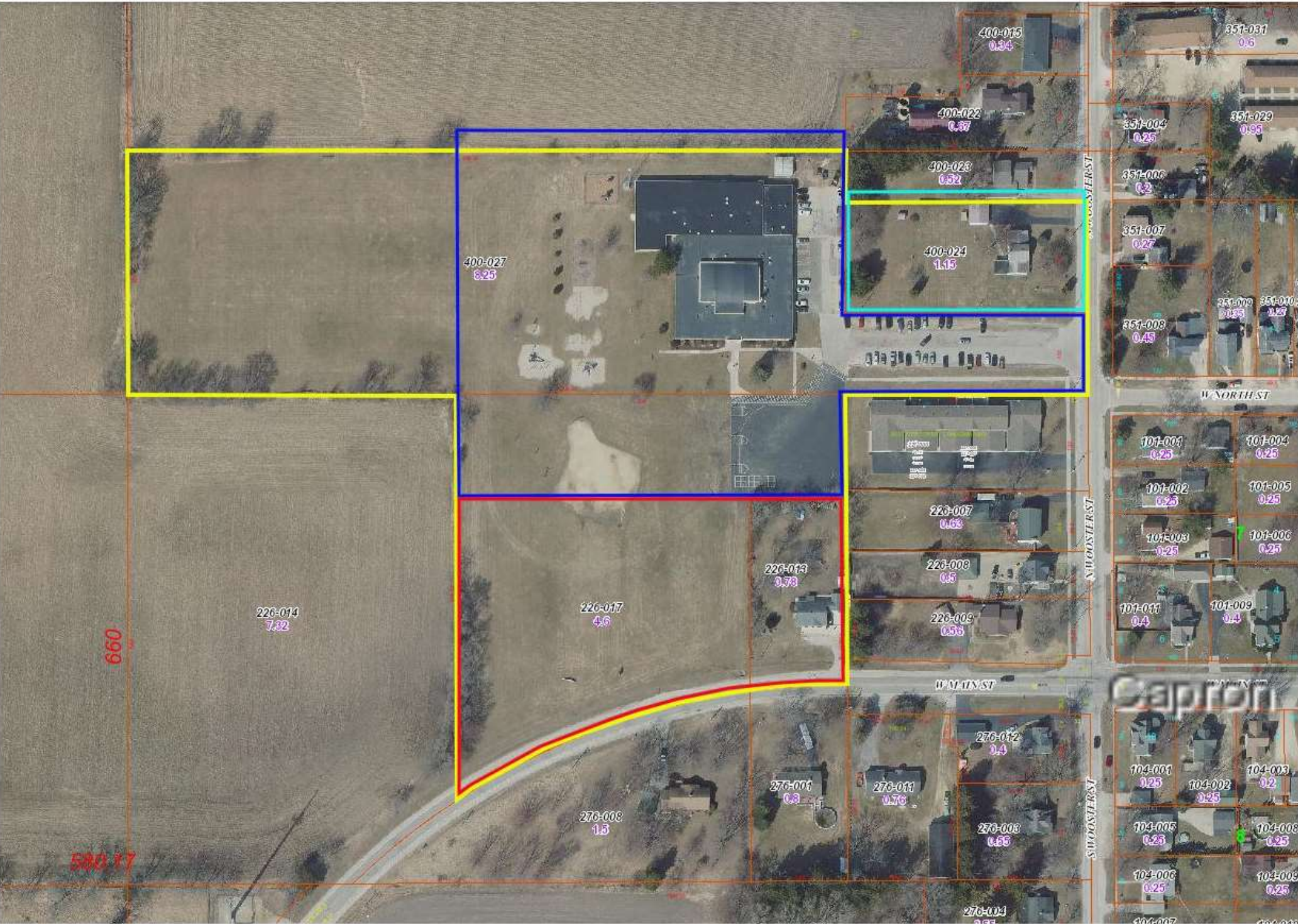
Signed: _____ date: _____

Printed: _____ Title: _____

Services not specifically included in the surveying services above, including but not limited to additional time necessary to complete services under unforeseen site conditions that adversely affect the normal operating procedures of Sight On Solutions on this date, such as snow cover, high water levels or other unforeseen condition brought forth by an act of nature or other means, shall be performed by Sight On Solutions, Inc. as an “Additional Service”, if authorized by the client. Such additional services shall be provided either for an agreed upon Lump Sum Fee under a separate contract or on a Time and Material Basis, upon authorization to proceed and subject to the following rates:

2020 TIME AND MATERIAL RATES

<u>CATEGORY</u>	<u>HOURLY RATES</u>
Professional Land Surveyor (PLS)	\$120.00
Survey Project Manager	\$100.00
Survey Technician	\$95.00
Survey CAD Technician	\$85.00
Records/Title Research Technician	\$75.00
Survey Field Crew	\$175.00
Expert Testimony & Depositions (PLS)	\$225.00
Administration/Clerical	\$65.00



SURVEY LIMITS EXHIBIT