

Exhibit A

Master Contract
Between The CITY of Crest Hill
And V3 COMPANIES, LTD.
For Professional Construction Engineering Services
For the 2026 Construction Season
For a Not to Exceed amount of \$646,245.00

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This contract (the “*Master Contract*”) is dated as of May 1, 2026 (the “*Effective Date*”) and is by and between the CITY of Crest Hill (the “*CITY*”) and V3 Companies, Ltd. (the “*CONSULTANT*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The CONSULTANT will perform construction engineering services for the CITY on various projects or tasks as set forth in written Task Orders issued by the CITY on a project-by-project basis (the “*Services*”). A Task Order will be in the form generally as provided in Attachment A attached hereto and incorporated by reference into this Master Contract (a “*Task Order*”) and in final form acceptable to the CITY and executed by the Parties. Each Task Order will include the Services, Manhours and Fee associated with the number of manhours to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on April 30, 2027, unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the CITY in a Task Order. The Parties may extend this Contract for one additional one-year period (“*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the CONSULTANT will be awarded all construction engineering services projects by the CITY, and the CITY has no duty or obligation to award any particular construction engineering services project to the CONSULTANT.

1.6 Responsibility of Consultant to Perform. The CONSULTANT must provide all personnel necessary to complete the Services. The CONSULTANT must perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the CITY in writing. All sub-consultants and supplies used by the CONSULTANT in the performance of Services must be acceptable to, and approved in advance by, the CITY. The CITY's approval of any sub-consultant or supplier will not relieve the CONSULTANT of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the CONSULTANT. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the CONSULTANT, immediately on notice from the CITY, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the CITY. The CONSULTANT will have no claim for damages, for additional compensation beyond the Compensation in Article 2, or for delay or extension of the Project Schedule because of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the CONSULTANT expressly warrants, represents, and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Compensation. The CITY shall pay the CONSULTANT for the Services performed under this Master Contract as set forth in Attachment B which is attached hereto to and incorporated by reference into this Master Contract. The maximum amount payable to CONSULTANT under this Contract shall not exceed the amount stated in Attachment B without prior written approval of the City.

2.2 Monthly Payment; Invoices. The Compensation for a Project covered by a Task Order will be paid in monthly installments. The CONSULTANT must submit to the CITY, on a monthly basis, unless the Parties agree in a Task Order to a different schedule, a written invoice requesting payment for completed work. The CITY may specify the specific day of the month on or before which invoices must be submitted to be processed in that month. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the CONSULTANT's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, (b) if the Project is to be performed in separate phases, the total amount billed in the current period and total amount billed to date and, (c) the estimated percent completion of the Project and/or phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the CONSULTANT and all

taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The CONSULTANT shall not be entitled to any claim or right to additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the CITY of the last invoice for Services or relevant phase of the Project. Invoices for Services will be deemed accepted by the CITY if the CITY does not object to the invoice or Services in writing within 60 days after the submission of invoice for final acceptance and payment. The CITY will make final payment to the CONSULTANT within 60 days after final acceptance of the Services, after deducting any charges, as allowed by this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the CONSULTANT of Final Payment will operate as a full and complete release of the CITY by the CONSULTANT of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the CITY may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the CITY for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the CONSULTANT or the CITY made by any of the CONSULTANT’s sub-consultants or suppliers or by other persons relating to the Services, regardless of merit, (4) delay by the CONSULTANT in the completion of the Services, (5) the cost to the CITY, including without limitation reasonable attorneys’ fees, of correcting any defective or substandard work or exercising any one or more of the CITY’s remedies set forth in Section 8.3 of this Master Contract. The CITY will notify the CONSULTANT in writing and in accordance with Section 9.10 of this Master Contract of the CITY’s determination to deduct and withhold funds, which notice will state with specificity the amount of and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The CITY will be entitled to retain all amounts withheld pursuant to Section 2.5 above until the CONSULTANT either has performed the obligations in question or has furnished security for that performance satisfactory to the CITY. The CITY will be entitled to apply any money withheld or any other money due to the CONSULTANT to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the CITY and chargeable to the CONSULTANT under this Master Contract.

2.7 Keeping Books and Accounts. The CONSULTANT must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The CONSULTANT must make all such material available for inspection by the CITY, at the office of the CONSULTANT during normal business hours during the Term and for a period of five years after termination of this Master Contract. Copies of such material must be furnished to the CITY at the CITY’s request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The CONSULTANT must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The CONSULTANT is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The CONSULTANT must provide, for no additional Compensation and at no separate expense to the CITY, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the CONSULTANT or of the CONSULTANT’s sub-consultants or suppliers, so long as that notice of the defects is given by the CITY to the CONSULTANT within two years after the completion of the Services.

3.3 Risk of Loss. The CONSULTANT bears the risk of loss in providing all Services. The CONSULTANT is responsible for any and all damages to property or persons caused by any CONSULTANT error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the CITY based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the CONSULTANT’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, or any obligation of the CITY or the CONSULTANT, to indemnify, hold harmless, or reimburse the CONSULTANT for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the CONSULTANT nor the CITY has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable cost provided under this Master Contract or a Task Order are considered to be estimates only, made based on the CONSULTANT’s experience and qualifications, and those opinions represent the CONSULTANT’s best judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT does not guarantee that proposals, bids, or actual costs will not vary from the opinions prepared by the CONSULTANT.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to this Section 3.5, the CONSULTANT is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the CONSULTANT does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the CONSULTANT to properly perform, or the liability of the CONSULTANT for failure to properly perform, all of the Services required by the CONSULTANT under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 CITY Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate in writing a person with authority to act as the CITY's representative on each Project. In the absence of a writing designation, the CITY's representative will be the CITY's Director of Engineering. The CITY's representative will have the authority to act on behalf of the CITY as provided in a Task Order, except on matters that require approval of the CITY COUNCIL.

(b) To provide to the CONSULTANT all criteria and information about the requirements for a Project or Services, including, as relevant, the CITY's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the CONSULTANT existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the CONSULTANT to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other CONSULTANTS when the services of other CONSULTANTS are requested by the CONSULTANT and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the CITY in connection with a Project, except to the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the CONSULTANT as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the CONSULTANT, except to the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services which may be necessary from time to time in the judgment of the CITY to protect the CITY's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the CITY to give any such a notice will not relieve the CONSULTANT of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The CITY, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the CONSULTANT. The CONSULTANT must stop the performance of all Services within the scope of the suspension notice until the CITY directs the CONSULTANT in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The CITY, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”). The Task Change Order will be generally in the form attached hereto and incorporated by reference into this Master Contract as Attachment C. The CONSULTANT may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the CONSULTANT begins work on any changed Services, the CONSULTANT must notify the CITY in writing if the CONSULTANT desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the CONSULTANT’s requested revisions and the reasons for the revisions. If the CITY agrees to any revision, then the CITY will issue a revised Task Change Order in a form acceptable to the Parties. If the CONSULTANT does not submit a Revision Notice within the 10-day period, then the CONSULTANT will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the CITY and the CONSULTANT cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract to reach agreement. In that event, the CONSULTANT must proceed diligently with the revised Services as directed by CITY pending resolution of the disagreement. The CONSULTANT will be compensated equitably for the work the CONSULTANT undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the CITY and the CONSULTANT. If the CONSULTANT believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the CONSULTANT may submit to the CITY a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The CONSULTANT’s request must be submitted before the CONSULTANT proceeds with any Services for which an adjustment is requested.

4.5 Delays and Extensions. The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any

portion of the services it provides pursuant to this Contract. Such delays, if any, may be compensated for by an extension of time for such period as may be determined by the CITY subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the CITY of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the CITY, at its sole discretion, shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the OWNER in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

ARTICLE 5. INSURANCE-LIABILITY FOR DAMAGES

5.1 The CONSULTANT shall be responsible for the accuracy of the services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors, or omissions without any additional compensation from the CITY. Acceptance of the Services by the CITY shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error, or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the CITY on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Master Contract, to exercise its professional responsibilities to the CITY, or to notify the CITY of any errors or deficiencies which the CONSULTANT knew or should have known existed.

During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the CITY when necessary for the purpose of interpreting the information, and/or to correct any wrongful act, error, or omission. The CONSULTANT shall prepare any plans or data needed to correct said act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

The CONSULTANT shall be responsible for damages including, but not limited to, direct and indirect damages incurred by the CITY as a result of any wrongful act, error, or omission of the CONSULTANT, and for the CITY's losses or costs to correct CONSULTANT'S work or repair or remedy construction deficiencies or defects resulting therefrom. Acceptance of the Services by the CITY shall not relieve the CONSULTANT of responsibility for subsequent correction.

The CONSULTANT shall be required to maintain in full force and effect, insurance as described in Attachment D. The CONSULTANT shall cause CITY to be listed as an additional insured on any applicable general and automobile liability insurance policy carried by the CONSULTANT pursuant to this Contract.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the CONSULTANT hereby agrees to indemnify and, at the CITY's request, defend the CITY and its

officials, employees, agents, and representatives (collectively the “*Indemnified Parties*”) as follows:

(a) against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively “*Professional Liability Claims*”), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the performance of any professional Services by the CONSULTANT or its employees or SUB-CONSULTANTS or that may in any way result therefrom, except only Professional Liability Claims caused solely by the CITY or its employees; and

(b) against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively “*General Liability Claims*”), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent act or omission of the CONSULTANT or its employees or SUB-CONSULTANTS other than any professional Service or that may in any way result therefrom, except only General Liability Claims caused solely by the CITY or its employees.

6.2 Notice of Claim to CONSULTANT. Within 10 business days of learning of a Claim subject to the indemnification provisions of Article 6, the CITY shall notify CONSULTANT, in writing, of the Claim.

6.3 No Limit Based on Insurance. The CONSULTANT expressly acknowledges, warrants, and agrees that any performance bond or insurance policy required by this Master Contract, or otherwise provided by the CONSULTANT, will in no way limit the CONSULTANT’S responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the CONSULTANT under this Contract, the CITY may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and satisfactory evidence of settlement or discharge of said claim(s) has been furnished to the CITY.

ARTICLE 7. DISPUTE RESOLUTION

7.1 Disputes. Should any disputes arise with respect to this Master Contract, the CONSULTANT and the CITY agree to act promptly and in good faith to resolve such disputes in accordance with this Article 7. Time is of the essence in the resolution of disputes. All complaints requiring dispute resolution shall be put in writing by the complaining party and shall be served on the other party pursuant to Section 9.10.

The CONSULTANT agrees that notwithstanding the existence of a dispute, it will continue without delay to carry out all its responsibilities under this Master Contract that are not affected by the dispute.

Initially, the parties shall attempt to resolve any dispute through negotiations using all good faith efforts, including complying with reasonable requests for relevant documentation, information, or data as requested by the other party. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties shall have ten (10) business days to resolve the dispute, unless a mutually agreed upon written extension is executed. If the dispute is not resolved within ten (10) business days, the dissatisfied party agrees to do the following:

Dispute Resolution. CITY and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matter in question between them arising out of or relating to this Master Contract or the breach thereof (“Disputes”) to a mutually agreed upon public or private mediator. All mediation costs shall be shared jointly on a 50-50 basis by the Parties. If such mediation is unsuccessful in resolving a Dispute, then the parties may mutually agree to a dispute resolution service or if no dispute resolution service can be agreed upon either party may seek to have the Dispute resolved by the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois, which the parties agree shall be the exclusive venue for any Dispute.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the CITY at any time at the CITY’s convenience, without reason or cause. If the CITY terminates this Master Contract without reason or cause, then the CONSULTANT will be entitled to Compensation for all Services performed by the CONSULTANT up to the date of termination. The CONSULTANT is not entitled to compensation of any kind, including without limitation, any special, indirect, incidental, special, or consequential damages, including but not limited to lost profits, lost revenue, interest, or goodwill resulting from said termination of this Master Contract.

8.2 Termination by CITY for Breach. The CITY at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the CONSULTANT and failure of the CONSULTANT to cure the breach within 10 days after that written notice or such further time as the CITY may agree, in the CITY’s sole discretion, in response to a written notice from the CONSULTANT seeking additional time to cure. “*Breach*” by the CONSULTANT includes (a) failure of the CONSULTANT to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the CONSULTANT to properly perform Services, (c) or failure of the CONSULTANT to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the CONSULTANT to have or maintain adequate financial or legal capacity to properly complete a Project or any Services pursuant to a Task Order.

8.3 CITY Remedies. If the CITY terminates this Master Contract or any Task Order for Breach by the CONSULTANT, then the CITY will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The CITY may recover from the CONSULTANT any and all costs, including without limitation reasonable attorneys' fees, incurred by the CITY as the result of any Breach or as a result of actions taken by the CITY in response to any Breach.

(b) The CITY may withhold any or all outstanding compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the CITY as the result of any Breach or as a result of actions taken by the CITY in response to any Breach. In that event, the CITY will pay any excess funds to the CONSULTANT, if any, after all the CITY's costs are reimbursed or paid. If the Compensation withheld by the CITY is insufficient to reimburse the CITY for, or pay, all costs, then the CITY will have the right to recover directly from the CONSULTANT a sum of money sufficient to reimburse itself or pay all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the CITY for breach, it is determined that the CONSULTANT was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the CITY under Section 8.1 of this Master Contract.

8.5 Termination by CONSULTANT for Breach. The CONSULTANT may at any time, by written notice, terminate this Master Contract on account of failure by the CITY to properly pay the CONSULTANT and failure of the CITY to cure the breach within 10 days after written notice or such further time as the CONSULTANT may agree, in the CONSULTANT's sole discretion, in response to a written notice from the CITY seeking additional time to cure a claimed breach..

8.6 Termination by CONSULTANT without Cause. The CONSULTANT may terminate this Master Contract without cause on 30 days' written notice to the CITY, except that no such termination will become effective until after the CONSULTANT has completed, and the CITY has approved and accepted all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 CONSULTANT as Independent CONSULTANT. For purposes of this Contract, the CONSULTANT is an independent CONSULTANT and is not and may not be construed or deemed to be an employee, agent, or joint venturer of the CITY.

9.2 Compliance with Laws; Communications with Regulators. The CONSULTANT must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the CONSULTANT may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the CITY. The CONSULTANT must direct inquiries from governmental regulatory agencies to the CITY for appropriate response.

9.3 CONSULTANT Payments; Waivers of Liens. The CONSULTANT must pay promptly for all services, labor, materials, and equipment used or employed by the

CONSULTANT in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the CITY to be impressed with any mechanic's lien or other liens. The CONSULTANT, if requested, must provide the CITY with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the CONSULTANT must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the CONSULTANT's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The CONSULTANT's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the CONSULTANT observes a potentially hazardous condition relating to the Services, the CONSULTANT must bring that condition to the attention of the CITY.

(c) Hazardous Materials. The CONSULTANT acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the CONSULTANT under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The CONSULTANT may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the CONSULTANT is alleged to have infringed on any Intellectual Property, then, in addition to the CONSULTANT's obligations to indemnify Indemnified Parties under this Master Contract, the CONSULTANT also, at the sole discretion of the CITY and at the CONSULTANT's sole expense (a) procure for the CITY the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the CITY for all payments made to the CONSULTANT relating to or impacted by the infringing material and all costs incurred by CITY resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the CITY and developed or obtained under this Master Contract must be treated by the CONSULTANT as proprietary and confidential information ("*Confidential Information*"). The CONSULTANT must not disclose Confidential Information without the CITY's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the CONSULTANT

independently from this Master Contract, (iii) received by the CONSULTANT on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by CITY and CITY has had a reasonable opportunity to protect disclosure of the Confidential Information. The CONSULTANT must ensure that the foregoing obligations of confidentiality and use extend to and bind the CONSULTANT's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "Data"), other than the CONSULTANT's confidential information, will be and remain the sole property of the CITY. The CONSULTANT must promptly deliver all Data to the CITY at the CITY's request. The CONSULTANT is responsible for the care and protection of the Data until that delivery. The CONSULTANT may retain one copy of the Data for the CONSULTANT's records subject to the CONSULTANT's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The CONSULTANT agrees not to assert, or to allow persons performing under the CONSULTANT's control to assert any rights to Data or establish any claim under trademark, design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the CITY and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the CITY. Further, the CONSULTANT agrees that all rights under copyright and patent laws under this Master Contract belong to the CITY. The CONSULTANT hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the CITY and agrees to assist the CITY in perfecting the same at the CITY's expense.

9.10 Notices to Parties. Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

If to the CITY:

CITY of Crest Hill
20600 City Center Boulevard
Crest Hill, Illinois 60403
Attn: Ronald J Wiedeman, P.E., Director of Engineering

If to the CONSULTANT:

V3 Companies
7325 Janes Avenue
Woodridge, Illinois 60517
Attn: Kurt Corringan, P.E.

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by CITY. No act, order, approval, acceptance, or payment by the CITY, nor any delay by the CITY in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the CITY.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the CITY and the CONSULTANT only and there can be no valid claim made or held against the CITY or the CONSULTANT by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The CONSULTANT may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior written consent of the CITY. If any aspect of this Master Contract is assigned or transferred, then the CONSULTANT will remain responsible to the CITY for the proper performance of the CONSULTANT's obligations under this Master Contract. The terms and conditions of any agreement by the CONSULTANT to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the CITY.

9.15 Amendments. This Master Contract may be amended only in writing executed by the CITY and the CONSULTANT.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The CONSULTANT also must comply with applicable conditions of any federal, state, or local grant received by the CITY with respect to this Master Contract or any Task Order. The CONSULTANT will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the CONSULTANT's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The CONSULTANT represents that (1) no CITY employee or agent is interested in the business of the CONSULTANT or this Master Contract, (2) as of the Effective Date neither the CONSULTANT nor any person employed or associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the CONSULTANT nor any person employed by or associated with the CONSULTANT may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The CONSULTANT represents that the CONSULTANT is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the CONSULTANT is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The CONSULTANT represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the CITY prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the CITY and the CONSULTANT have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

CITY OF CREST HILL

V3 Companies, Ltd.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

TASK ORDER NO. ____

In accordance with Section 1.2 of the Master Contract dated May 1, 2026, between the CITY of Crest Hill (the "CITY") and V3 Companies, Ltd. (the "CONSULTANT"), the Parties agree to the following Task Number ____:

1. Contracted Services (to include EEOPCC):

2. Project Schedule (attach schedule if appropriate):

3. Project Completion Date:

All Contracted Services must be completed on or before

4. Project Specific Pricing (if applicable):

5. Additional Changes to the Master Contract (if applicable):

All other terms and conditions remain unchanged.

[signature page follows]

CITY

CONSULTANT

Signature

Signature

Title

Name (Printed or Typed)

Date

Date

ATTACHMENT B
Payment Schedule

A. Amount of Payment:

The CONSULTANT will be paid pursuant to monthly invoices submitted on each open and active Task Order approved by the City and identified in Attachment E (for which individual Task Orders will be issued and approved) but in no event shall the total compensation paid to CONSULTANT exceed \$646,245.04. The total amount paid shall not exceed the total amount of the EEOPCC amounts for the Projects identified in Attachment E unless a modification of the total amount of compensation pursuant to this Master Contract is approved in writing by the CITY. CONSULTANT will notify CITY in writing as soon as reasonably possible when CONSULTANT believes that that amount needs to be increased, the reason for the increase, and the amount of the requested increase.

B. Method of Invoicing –Lump Sum

Each Task Order shall include CONSULTANT’S Engineer’s Estimated Opinion of Probable Cost of Construction (EEOPCC). For each Task Order, the CONSULTANT will be responsible for submitting to the CITY a monthly invoice which shall include the name and classification of each employee who worked on the Task Order, the date and hours worked per day, in ¼ hour increments, and a description of the work performed. The City shall pay each undisputed invoice within 30 days and deduct each monthly invoice amount paid from the total amount of the EEOPCC in the Task Order. In no event shall the CITY be responsible for payment of invoices which would exceed the total amount of the Task Order EEOPCC without a written Task Change Order.

C. Method of Invoicing – Hourly [Only for Extra Work Approved by the City]

The CONSULTANT will be paid for extra work described in any Approved Task Order or Task Change Order on a time and material basis per V3 Companies, Ltd current rates as shown in Exhibit F as “CONSULTANT” standard rates. Monthly invoices submitted by CONSULTANT for extra work shall include the name and classification of each employee who worked on the Task Order, the date and hours worked per day, in ¼ hour increments, and a description of the work performed.

For those services performed by a SUB-CONSULTANT as approved by the CITY in a Task Order, the CONSULTANT will be reimbursed for the actual SUB-CONSULTANT’S invoice plus 5% for administrative costs. A copy of SUB-CONSULTANT’S invoices must be submitted with the CONSULTANT’S monthly invoices to be reimbursed. The CONSULTANT shall provide the CITY with a copy of CONSULTANT’S contract with the SUB-CONSULTANT at or before the time CONSULTANT first submits invoices for the SUB-CONSULTANT’S services.

ATTACHMENT C

TASK CHANGE ORDER FOR TASK ORDER NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 2015 between the CITY of Crest Hill (the "CITY") and V3 Companies, Ltd. (the "CONSULTANT"), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____.

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

**ALL OTHER TERMS AND CONDITIONS
OF THE CONTRACT REMAIN UNCHANGED.**

[signature page follows]

CITY

CONSULTANT

Signature

Signature

Title

Name (Printed or Typed)

Date

Date

ATTACHMENT D

Insurance

Section 18.D of the Agreement is amended and supplemented to include the following agreement of the parties.

Insurance

A. The limits of liability for the insurance required by Section 18.D of the Agreement are as follows:

1. By Engineer:
 - a. Workers' Compensation and Employer's Liability:
Statutory
 - b. DELETED
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury Per Person and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability, including for Automobile --
 - 1) Each Occurrence: \$3,000,000
 - 2) General Aggregate: \$3,000,000
 - e. Automobile Liability --
 - 1) Combined Single Limit
(Bodily Injury Per Person and Property Damage Each Accident): \$1,000,000
 - f. Professional Liability --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

Exhibit E

List of Anticipated Improvements for 2026 Construction Season

1. Imperial Water Main and Storm Water Improvement.
 - a. EEOGCC-\$900,000.00 (City Funded).
 - b. Inspection, Documentation, Project Coordination, Pay Requests, Shop Drawing Review, Etc.
 - c. Estimated Construction Start Date: Early July 2026
 - d. Estimated time for completion: 3-4 months
2. Oakland Ave Water Main Improvement
 - a. EEOGCC-\$2,000,000.00 (City Funded).
 - b. Inspection, Documentation, Project Coordination, Pay Requests, Shop Drawing Review, Etc.
 - c. Estimated Construction Start Date: Mid-May 2026
 - d. Estimated time for completion: 4-6 months
3. Innerscircle Water Main Improvement.
 - a. EEOGCC-\$1,200,000.00 (City Funded).
 - b. Inspection, Documentation, Project Coordination, Pay Requests, Shop Drawing Review, Etc.
 - c. Estimated Construction Start Date: August 2026
 - d. Estimated time for completion: 4-6 months
4. Water Main Lining-Theodore.
 - a. EEOGCC-\$4,000,000.00 (IEPA Loan)
 - b. Inspection and Field Documentation.
 - c. IEPA Project-Design Consultant will handle Pay Requests; RFI's.
 - d. Estimated Construction Start Date: August 2026
 - e. Estimated Time for Completion-6 months
5. Dual B-Box Water Service Replacement with two separate services-Raynor.
 - a. \$150,000 budget (City Funded).
 - b. Inspection and coordination only.
 - i. Scope of work -Single B-box is connected to two separate water services feeding a duplex. Contractor will be removing old services lines and B-box and replacing them with two separate water services for each unit. It is estimated that budget will only allow 10 out of 40 units to be completed this year.
 - ii. Limited inspections and quality verification; city and resident coordination, Photograph/document work completed.
 - c. Estimated Construction Start Date: June 2026
 - d. Estimated time for completion-60 days

6. Division Street Roadway Widening and Reconstruction.
 - a. Construction Cost-\$2,045,000.00 (City Funded).
 - b. Full-time Construction Services.
 - c. Estimated Construction Start Date: May 2026
 - d. Estimated time for completion: 6 months
7. City Wide Street Program.
 - a. Construction Cost-\$1,600,000.00 (City Funded).
 - b. Limited Inspection, layout (concrete, limits, patching, Etc.), project coordination.
 - c. Anticipated Construction Start Date: July 2026.
 - d. Estimated Time for Completion-90-120 Days
8. Caton Farm Road Over CN RR-New Bridge Deck and Substructure Repair.
 - a. EEOCC-\$700,000.00 MFT and City Funded).
 - b. Full-Time Construction Services.
 - c. Estimated Construction Start Date: June 2027
 - d. Estimated Time for Completion- 90 Days
9. McGilvray Widening
 - a. EOPCC-\$100,000.00. (City Funded)
 - b. Limited Inspection, layout (concrete curb and gutter, and pavement widening), project coordination.
 - c. Estimated Construction Start Date: September 2026.
 - d. Estimated time for Completion-30 days
10. Churnovic and Lidice Parkway Radius Improvement.
 - a. EOPCC-\$150,000.00. (City Funded)
 - b. Limited Inspection, layout (concrete curb and gutter, sidewalk and driveway, removals), project coordination.
 - c. Estimated Construction Start Date: September 2026
 - d. Estimated time for completion-30 days
11. Theodore Block Retaining Wall Replacement Improvement
 - a. EEOCC-\$120,000 (City Funded)
 - b. Limited Inspection, layout (concrete curb and gutter, sidewalk and driveway, removals), project coordination.
 - c. Estimated Construction Start Date: October 2026
 - d. Estimated time for completion-30-60 days
12. Miscellaneous Items
 - a. Determine quantities of removal and replacement of various items (patching, sidewalk, driveway, curb, and gutter) to be included in city concrete flatwork or roadway rehabilitation contracts).
 - b. Provide field staff for construction coordination of crack sealing and pavement marking restoration. Construction documents prepared by Others.

Note: Construction start dates and completion times are only estimates at the time of the preparation of CONSULTANT'S RFP and could change based on city funding and contractor schedules.

Exhibit F

“CONSULTANT” standard rates effective January 1, 2026, through December 31, 2026)

BILLING RATE SCHEDULE

<u>Description</u>	<u>Hourly Rate</u>
Principal	\$ 265.00
Senior Project Manager	\$ 255.00
Senior Estimator	\$ 250.00
Resident Engineer II	\$ 235.00
Resident Construction Manager II	\$ 230.00
Project Manager II	\$ 225.00
Resident Construction Manager I	\$ 220.00
Superintendent	\$ 220.00
Project Manager I	\$ 210.00
Resident Engineer I	\$ 200.00
Senior Project Engineer	\$ 200.00
Project Engineer II	\$ 190.00
Construction Administrator III	\$ 190.00
Project Engineer I	\$ 175.00
Senior Construction Technician	\$ 175.00
Project Scientist II	\$ 160.00
Project Landscape Architect II	\$ 160.00
Survey Crew	\$ 145.00
Construction Technician III	\$ 145.00
Project Scientist I	\$ 145.00
Project Surveyor III	\$ 145.00
Project Landscape Architect I	\$ 145.00
Project Surveyor II	\$ 140.00
Design Technician III	\$ 140.00
Scientist III	\$ 140.00
Project Surveyor I	\$ 140.00
Civil Designer III	\$ 135.00
Construction Administrator II	\$ 130.00
Civil Designer II	\$ 120.00
Civil Designer I	\$ 120.00
Scientist II	\$ 120.00
Instrument Operator	\$ 120.00
Scientist I	\$ 120.00
Estimating Technician I	\$ 110.00
Technician II	\$ 105.00
Technician I/Intern	\$ 95.00