Local Public Clty of Au				Illinois Department		Consultant HR Gree		
City of Au	iora		L	Illinois Department of Transportation	С	nk Gree	en, inc.	
County Kane			С		0	Address 651 Prair	rie Pointe Dr. Su	uite 201
Section			A L		N S	City	ne i ointe Di. ot	<u> </u>
18-00322- Project No.	00-TL			Construction Engineering	Ū	Yorkville State		
78\$5(994))		A	Services Agreement	L T	Illinois		
Job No. C-91-235-	18		E	For	A	Zip Code 60560		
Contact Nam	ne/Phone	/E-mail Address	N	Federal Participation	N	Contact Na	ame/Phone/E-mail A	
RGreene		ie, 630.256.3241 a-il.org	C Y		Т		Jereb; 630.708. hrgreen.com	.5011
TUIC 4 OP					I		1 1	
		Γ is made and entered into v (LPA) and Consultant (F		day of NEER) and covers certain professiona	l enc	ineering se		en the above ion with the
PROJECT	describe	ed herein. Federal-aid fun	ds al	lotted to the LPA by the state of Illinois	und	ler the gene	ral supervision of	f the Illinois
Departmen PROVISIO		sportation (STATE) will be	e use	ed entirely or in part to finance enginee	ring	services as	described under	AGREEMENT
		IIS ACREEMENT or attack	hod a	exhibits the following terms are used, t	hove	shall be inte	erproted to mean:	
				-	•			
Regional E		r Deputy ction Supervisor Author	/ Dire	ector Division of Highways, Regional E representative of the LPA in immediate	ngin e cha	eer, Departi arge of the o	ment of Transport engineering detail	tation Is of the PROJE(
In Respon	sible Ch	narge . A full ti	ime L	.PA employee authorized to administer	r inh	erently gove	ernmental PROJE	
Contractor		Compa	any o	r Companies to which the construction	con	itract was a	warded	
				Project Description				
Name I	ndian Tr	ail Traffic Signal Interconr	ect	Route FAU 1503 Lengt	th	3.84 M	Structure No.	N/A
Termini	Indian 1	rail between Illinois 25 (A	urora	Ave) to Pennsbury Lane				
				connect system along FAU 1503 (India Centralized Transportation Managemer				
			-,					
				Agreement Provisions				
I. THE EN	GINEER	AGREES,						
4 T	.		.		41 1	DA :		
		or be responsible for the p e described and checked b		mance of the engineering services for r:	tne L	_PA, in coni	nection with the P	ROJECT
\boxtimes	a.	Proportion concrete acco	ordin	g to applicable STATE Bureau of Mate	riale	and Physic	al Research (RM	PR) Quality
E S	a.	Control/Quality Assurance		C/QA) training documents or contract				
		testing as noted below.						
	b.	Proportion hot mix aspha and perform testing as n		cording to applicable STATE BMPR Q below.	C/Q	A training d	ocuments and ob	tain samples
	C.			and perform testing as noted below.				
П	d.	•		nples and perform testing as noted bel	ΟW			
Ш								
	NOTE	: For 1a. through 1d. the	e EN	GINEER is to obtain samples for testin	g ac	cording to t	he STATE BMPR	t "Project

compliance with contract specifications.

Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify

BLR 05611 (Rev. 11/09/17)

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- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit
 inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and
 the policies of the STATE.
- For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
- h. Geometric control including all construction staking and construction layouts.
- i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
- k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- I. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
- M. Revision of contract drawings to reflect as built conditions.
- 2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
- 3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
- 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.
- 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 6.
 The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 - That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
- 9.
 That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

 10.

The undersigned certifies neither the ENGINEER nor I have:

- a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
- agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

8.

- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency:
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
- 11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
- 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
- 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

- To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
- 2. To furnish the necessary plans and specifications.
- 3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas		4.5%[DL + R(DL) + OH(DL) + IHDC], or 4.5%[(2.3 + R)DL + IHDC]
	Where:	DL = Direct Labor IHDC = In House Direct Costs OH = Consultant Firm's Actual Overhead Factor R = Complexity Factor FF=Fixed Fee SBO = Services by Others
	Total Com	pensation = DL +IHDC+OH+FF+SBO
Specific Rate	☐ (Pay p	er element)
Lump Sum		

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

	With	Retai	nage
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- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

- a) **For progressive payments** Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
- 7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
- 8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
- 5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

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- 6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
- That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
- 8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
- 10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
HR Green, Inc.	42-0927178	\$89,635.99
Sub-Consultants:	TIN Number	Agreement Amount
Rubino Engineering, Inc	80-0450719	\$1,437.00
Nubilio Eligilieeling, ilic	80-0430719	\$1,437.00
	Sub-Consultant Total:	\$1,437.00
	Prime Consultant Total:	
	Total for all Work:	
Executed by the LPA:	City of Aurora (Municipality/Towns	hip/County)
ATTEST:		
Ву:	Ву:	
Clerk	Title:	
(SEAL)		
Executed by the ENGINEER:		
	HR Green, Inc.	
By: Charles Mourli	By Han	00
By: Open or powel	Бу / - /	
Title: Vice-President		

Exhibit A - Construction Engineering

Route:	FAU 1503 (Indian Trail)	
Local	City of Aurora	
	(Municipality/Township/County)	
Section:	18-00322-00-TL	
Project:	78S5(994)	
Job No.:	C-91-235-18	_

*Firm's approved rates Bureau of Accounting a		
Overhead Rate (OH) Complexity Factor (R) Calendar Days 240	171.00 0.00	%

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 \square 14.5%[DL + R(DL) + OH(DL) + IHDC]

Fixed Fee 2 \Box 14.5%[(2.3 + R)DL + IHDC]

Specific Rate
Lump Sum

Cost Estimate of C	onsultant's Servic	es in Dolla	ars						
Element of Work	Employee Classification	Man- Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Proj. Management	Regional Dir.	30.00	\$70.00	\$2,100.00	\$3,591.00	\$0.00	\$108.00	\$840.85	\$6,639.85
Construction Insp	Const. Eng I	475.00	\$31.41	\$14,919.75	\$25,512.77	\$1,437.00	\$475.20	\$5,931.61	\$48,276.33
Resident Engineer	Const. Tech III	110.00	\$43.38	\$4,771.80	\$8,159.77	\$0.00	\$432.00	\$1,937.71	\$15,301.28
CADD/As-Builts	Sr. Desing Tech	40.00	\$37.89	\$1,515.60	\$2,591.67	\$0.00	\$0.00	\$595.55	\$4,702.82
Project Close-Out	Const. Tech III	120.00	\$43.38	\$5,205.60	\$8,901.57	\$0.00	\$0.00	\$2,045.54	\$16,152.71
Totals	l .	775.00		\$28,512.75	\$48,756.78	\$1,437.00	\$1,015.20	\$11,351.26	\$91,072.99





Prime Consultant

Name	HR Green, Inc.
Address	651 Prairie Pointe Dr. 201
Telephone	630.708.5011
TIN N	42-0927178
Project Information	
Local Agency	City of Aurora
Section Number	18-0032-00-TL
Project Number	78S5(994)
Job Number	C-91-235-18
	e amount paid to the Sub-consultant on the above captioned contra the undersigned certifies that work was executed by the Sub-consu

act. Under penalty of law for ultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Rubino Engineering, Inc.	80-0450719	
<u> </u>		
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work	
	Completed:	
	<u></u>	
Signature and title of Prime Consultant		Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's <u>Identity Protection Policy</u>.

Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Aurora Section Number 18-00322-00-TL **Project Number** 78S5(994) Job Number C91-235-18 The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000. Form Not Applicable (engineering services less than \$25,000) Do the written QBS policies and procedures discuss the initial administration (procurement, management, and 1. administration) concerning engineering and design related consultant services? ⊠ Yes 2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the BLRS Manual? X Yes No If no, IDOT's approval date: 3. Was the scope of services for this project clearly defined? X Yes No 4. Was public notice given for this project? ⊠ Yes □ No Due date of submittal: 11/05/2018 Method(s) used for advertisement and dates of advertisement: Public notice was posted on City's website on October 12, 2018 5. Do the written QBS policies and procedures cover conflicts of interest? X Yes No 6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? X Yes Do the written QBS policies and procedures discuss the method of evaluation? 7. X Yes No Criteria for this project Weighting Criteria for this project Weighting Technical Approach 10 % Work Load Capacity 10% Firm Experience 10 % Past Performance 30% <u>10</u> % % Specialized Expertise Staff Capabilities 30 % % 8. X Yes Do the written QBS policies and procedures discuss the method of selection? No Selection committee (titles) for this project: City Traffic Engineer, Engineering Coordinator and Transporation Engineer Top three consultants selected for this project in order: 1) HR Green, Inc 2) ESI Consultants, LTD 3) DLZ Corporation If less than 3 responses were received, IDOT's approval date: 9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? X Yes 10. Were negotiations for this project performed in accordance with federal requirements? X Yes No 11. Were acceptable costs for this project verified?

LPA will rely on IDOT review and approval of costs.

Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request

Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract,

X Yes

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for reimbursement to IDOT for further review and approval?

X Yes

Yes

and resolution of disputes)?

12.

13.



COMPANY NAME: HR Green, Inc.

PTB NUMBER: City of Aurora

TODAY'S DATE: 11/15/2018

Per Diam (per GOVERNOR'S TRAVEL CONTROL BOARD)	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Actual cost (Up to state rate maximum) Actual cost Coach rate, actual cost (Up to State rate maximum) Actual cost Coach rate, actual cost (Up to State rate maximum) Actual cost Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval Up to state rate maximum Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval Up to state rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost (Up to Stafe rate maximum Coach rate, actual cost Catual cost (Up to Stafe rate maximum Coach rate, actual cost Catual cost		\$0.00	\$0.00
Actual cost (Based on firm's policy) Verhicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) Verhicle Owned or Leased Verhicle Owned or Leased Verhicle Rental Actual cost (Up to \$55/day) Tolls Actual cost Actual cost Parking Actual cost Overritme Premium portion (Submit supporting documentation) Shift Differential Actual cost (Based on firm's policy) Overnight Delivery/Postage/Courier Service Actual cost (Submit supporting documentation) Shift Differential Actual cost (Submit supporting documentation) Copies of Deliverables/Mylars (In-house) Actual cost (Submit supporting documentation) Project Specific Insurance Actual cost (Submit supporting documentation) Actual cost Project Specific Insurance Actual cost Actual cost Photo Processing Actual cost Actual cost Actual cost Telephone Usage (Traffic System Monitoring Only) Actual cost (Submit supporting documentation) Web Site Actual cost (Submit supporting documentation) Actual cost Public Meeting Facility Rental Actual cost (Submit supporting documentation) Actual cost (Requires 2-3 quotes with IDOT approval) Actual cost (Requires 2-3 quotes with IDOT approval) Actual cost (Requires 2-3 quotes with IDOT approval) Testing of Soil Samples* Actual cost (Provide breakdown of each cost)		\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) Vehicle Rotal Actual cost (Up to \$55/day) Vehicle Rental Actual cost (Up to \$55/day) Vehicle Rental Actual cost (Up to \$55/day) Toils Actual cost Parking Actual cost Overtime Premium portion (Submit supporting documentation) Shift Differential Actual cost (Sabed on firm's policy) Overright Delivery/Postage/Courier Service Actual cost (Submit supporting documentation) Copies of Deliverables/Mylars (In-house) Actual cost (Submit supporting documentation) Copies of Deliverables/Mylars (Outside) Project Specific Insurance Actual cost (Submit supporting documentation) Project Specific Insurance Actual cost Monuments (Permanent) Actual cost Actual cost Photo Processing Actual cost 2-Way Radio (Survey or Phase III Only) Actual cost CADD Actual cost CADD Actual cost (Submit supporting documentation) Actual cost CADD Actual cost (Submit supporting documentation) Actual cost CADD Actual cost (Submit supporting documentation) Actual cost (Submit supporting docu		\$0.00	\$0.00
Vehicle Owned or Leased \$32.50/half day (4 hours or less) or \$65/full day Vehicle Rental Actual cost (Up to \$55/day) Actual cost Parking Actual cost Parking Actual cost Permium portion (Submit supporting documentation) Shift Differential Actual cost (Submit supporting documentation) Copies of Deliverables/Mylars (In-house) Actual cost (Submit supporting documentation) Actual cost (Submit supporting documentation) Project Specific Insurance Actual cost (Submit supporting documentation) Actual cost Monuments (Permanent) Actual cost Monuments (Permanent) Actual cost Actual cost Actual cost Actual cost Actual cost Actual cost Actual cost CADD Actual cost Actual cost Actual cost Actual cost Actual cost (Submit supporting documentation) Actual cost Actual cost CADD Actual cost Actual cost Actual cost Actual cost Actual cost CADD Actual cost (Submit supporting documentation) Actual cost (Submit supporting documentation) Advertisements Actual cost (Submit supporting documentation) Advertisements Actual cost (Submit supporting documentation) Actual cost (Requires 2-3 quotes with IDOT approval) Actual cost Actual cost (Requires 2-3 quotes with IDOT approval) Actual cost (Requires 2-3 quotes with IDOT approval) Testing of Soil Samples* Actual cost (Requires 2-3 quotes with IDOT approval)		\$0.00	\$0.00
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		\$0.00	\$0.00
TOTAL DIRECT COST		φυ.00	\$0.00 \$1,015.20

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order J.S. = Job Specific

PRINTED 11/19/2018 BDE 436 (Rev. 02/02/17)



PROPOSAL

November 19, 2018

To: Matthew J. Jereb, P.E.

HR Green, Inc 651 Prairie Pointe Drive, Suite 201 Yorkville, IL 60560 Main 630.553.7560 Fax 630.553.7646 Direct 630.708.5011

Cell 630.277.7138 Via email: mjereb@hrgreen.com

Dear Mr, Jereb,

Re: Construction Materials Testing Services

Proposed Indian Trail Traffic Signal Interconnect Project in Aurora, IL

Proposal No. Q18.525

Rubino Engineering, Inc. is pleased to submit the following proposal to provide construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities you on November 15, 2018, and the following outlines our understanding of the requested scope of services:

Project Name and Description

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

PLANS FOR PROPOSED FEDERAL AID HIGHWAY

FAU 1503 (INDIAN TRAIL)
AURORA AVENUE (IL 25) TO PENNSBURY LANE
TRAFFIC SIGNAL INTERCONNECT
18-00322-00-TL
PROJECT NO.
KANE COUNTY
CITY OF AURORA
JOB NO.:

General Scope of Services

CONCRETE TESTING

- Field testing of uncured concrete and inspection of reinforcing steel
 - o Slump, air, temperature, and casting of cylinders
 - Laboratory testing of cured concrete compressive strength

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on November 15, 2018, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
CONCRETE TESTING	2	Half (4 hours)

*Portal to Portal

FEES

Item Description			Material Tester 1 (hr)	Vehicle (day)	Project Manager (hr)	Cylinders (each)	Sample Pickup
	Quantity	Unit	\$95.00	\$65.00	\$125.00	\$17.00	\$252.00
Concrete Foundation, Type A	23	FOOT	4	1	0.5	5	
Concrete Foundation, Type C	4	FOOT					
Concrete Foundation, Type E 36-Inch Diameter	32	FOOT	4	1	0.5	5	1
			8	2	1	10	1
			\$760.00	\$130.00	\$125.00	\$170.00	\$252.00

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Rubino Engineering, Inc. Page 2 of 8

PROJECT SCHEDULING

Please contact Tim Dunne via email or on his cell phone to schedule testing services:

847-343-0749

tim.dunne@rubinoeng.com (copy jenna@rubinoeng.com)

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.

Michelle A. Lipinski, PE

President

michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

Rubino Engineering, Inc. Page 3 of 8



Indian Trail Traffic Signal Interconnect Scope of Work Route: FAU 1503 (Indian Trail) Section: 18-00322-00-TL

County: Kane Project: 78S5(994) Job No.: C-91-235-18

Construction Engineering Scope of Services Indian Trail Traffic Signal Interconnect Project – City of Aurora

HR Green is pleased to provide the City of Aurora with this Phase III Construction Engineering Scope of Work for the Indian Trail Traffic Signal interconnect project.

As this project is scheduled for a March 2019 IDOT letting, it is anticipated that the construction contract, between IDOT/City and the General Contractor, will be fully executed in mid to late April 2019. The first items that the HR Green team will begin working for this project will be the required submittals for the various areas of the contractor's anticipate work; including but not limited to traffic signal equipment reviews, catalog cuts, PCC mix designs, and other areas of contract submittal requirements noted in the contract documents. Additionally it is anticipated that a preconstruction meeting will be held at the IDOT District #1 office sometime in late April 2019 as the official kick-off to the project. HR Green proposes to begin work on Construction Engineering Services on or around April 1, 2019 with the Resident Engineer engaging the contractor for submittals and utility coordination. As presented in our previous proposal package, we will assign Mr. Matthew Hanegmon as Resident Engineer with Samantha Stuedemann supporting Mr. Hanegmon with the daily inspection of the contractor's operations.

The man-hours developed were based upon the assumption that the contractor will start the project on time and complete the project within the estimated 55 working day duration. Additional man-hours were include for the project start-up (April 2019) and project close-out (October & November 2019).

The following is a breakdown of the various tasks associated with the construction engineering services to be supplied by HR Green.

Project Start-Up and Submittal Reviews

This work will include the Resident Engineer reviewing the approved plans and specifications to become innately familiar with the project, document existing conditions, review the contractor's construction schedule, and set-up the project's file system and paperwork. Hours are also included to prepare for and attend the preconstruction meeting. The project start-up stage is anticipated to occur during the month of April 2019.

Construction Observation/Inspection

HR Green, Inc. will provide <u>full-time</u> construction observation services on a cost-plus fixed fee, not to exceed basis. HR Green will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

HR Green will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete pay estimates, change orders, and weekly reports. Weekly reports will be submitted to the contactor, IDOT, and the City of Aurora. HR Green will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Contract



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Special Provisions. HR Green will keep the City of Aurora and IDOT informed as to the progress of construction and shall endeavor to guard the City of Aurora and IDOT against deficiencies in work.

HR Green recommends that weekly progress meetings being held with the contractor, City of Aurora, IDOT, utility companies, and any other stakeholders that might be involved with the project. HR Green will prepare the agendas and distribute meeting minutes to all attendees.

HR Green will review the condition of the project traffic control twice daily per IDOT Standard Specifications. A Traffic Control Condition Report will be completed after each traffic control review to verify that the contractor is in compliance with all required traffic control standards. HR Green will also perform bi-weekly nighttime traffic surveillance observations for the duration of the project when traffic control devices are in place. Traffic control reviews will be completed for the entire Indian Trail corridor, including all intersections within the corridor.

It is anticipated that the contractor may need to work extended hours during the peak construction period and thusly require our staff to be on-site to oversee their operations.

Quality Assurance Material Testing

Rubino Engineering will be providing on-site Quality Assurance Testing of all PCC materials incorporated into the project to meet IDOT Project Procedures.

Plant inspections of reinforcement bars and/or fabricated equipment as well as any off-site material inspection are not included.

Project Management and Oversight

Construction Management personnel will provide guidance and consultation to the Resident Engineer and the HR Green team as needed. It is anticipated that at a minimum, one site visit per week will be made by the Sr. Construction Project Manager to ensure the project is being administered properly and staff is equipped appropriately to ensure that observation and documentation is being performed in compliance with the IDOT Standard Procedures. This will also include the management oversight of the project which will include the ongoing review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between HR Green, City of Aurora, IDOT, the contractor, and subcontractors.

Punchlist and Project Close-out

It is anticipated that during October and November 2019 that the contractor will begin and complete all punchlist items. The Resident Engineer along with input from the City of Aurora, will develop the punchlist, provide it to the contractor, and oversee his work as the items are addressed. It is anticipated that this work will be done before the end of the 2019 calendar year.

Additionally during this time-period, the Resident Engineer and Construction Inspector will be preparing the job records in accordance with IDOT policy and to the satisfaction of IDOT auditors. All quantity measurements and calculations will be checked and cross referenced, evidence of material inspection will be finalized, ICORs forms will



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be printed and bound, and field books and records will be indexed and boxed for final submittal. Based on past projects, the closeout of all documentation and material certifications with IDOT can be prolonged due to staff shortages at IDOT and therefore we have included hours to account for any project closeout that might be needed during the period.

Additional Provisions

HR Green shall not supervise, direct or have any control over the contractor's work. HR Green shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, HR Green is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

Construction layout is *not* included as part of this work effort as that work is the responsibility of the contractor.

Direct Costs shown in the estimate of cost reflect vehicle mileage for both the Resident Engineer and Construction Inspector for daily miles driven on site as part of their construction management duties. Additional mileage costs are included for HR Green's project manager to visit the project site and to attend weekly and/or bi-weekly progress meetings.

HR Green shall not be responsible for any acts or omissions of the contractor, subcontractor, or any entity performing any portion of the work, or any agents or employees of any of them. HR Green does not guarantee the performance for the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.