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| Local Public Agency |  Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation | C O N S U L T A N T | Consultant HR Green, Inc. |
| City of Aurora | | | Address 2363 Sequoia Drive, Suite 101 |
| County Kane | | | City Aurora |
| Section 14-00210-02-PV | | | State IL |
| Project No. M-4003(350) | | | Zip Code 60506 |
| Job No. C-91-371-14 | | | Contact Name/Phone/E-mail Address Kevin Berry/630-553-7560 kberry@hrgreen.com |
| Contact Name/Phone/E-mail Address Tim Weidner TWeidner@aurora-il.org | | | |

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

| | |
|---|--|
| Regional Engineer | Deputy Director Division of Highways, Regional Engineer, Department of Transportation |
| Resident Construction Supervisor | Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT |
| In Responsible Charge | A full time LPA employee authorized to administer inherently governmental PROJECT activities |
| Contractor | Company or Companies to which the construction contract was awarded |

Project Description

Name East New York Street Route FAU 1522 Length 0.91 MI Structure No. -

Termini Farnsworth Avenue to Welsh Drive

Description: Project consists of reconstructing East New York Street from a 4-Lane section to a 5-Lane Section. The widening will provide either of two-way left turn or 16' barrier median with grass interior, with intermittent left turn lanes. The work consists of roadway reconstruction, pcc pavement, new cc&g, storm sewer, and water main,

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project 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 compliance with contract specifications.

- 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.
 - f. 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.
 - j. Measurement and computation of pay items.
 - 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.
 - l. 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.
 - n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
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.
7. 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.
8. 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;
 - b) 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

- 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,

1. 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

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

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

$Total\ Compensation = DL + IHDC + OH + FF + SBO$

- Specific Rate (Pay per 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 Retainage

- 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.

Without Retainage

- 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.
2. 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.

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.
7. 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 | \$855,152.94 |
| Sub-Consultants: | | |
| Rubino Engineering, Inc. | 80-0450719 | \$39,953.00 |
| | | |
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| | | |
| | | |
| Sub-Consultant Total: | | \$39,953.00 |
| Prime Consultant Total: | | \$855,152.94 |
| Total for all Work: | | \$895,105.94 |

Executed by the LPA:

City of Aurora
 (Municipality/Township/County)

ATTEST:

By: _____
 City _____ Clerk

By: _____
 Title: Mayor

(SEAL)

Executed by the ENGINEER:

HR Green, Inc.

ATTEST:

By: Kevin J Berg
 Title: Construction Project Manager

By: [Signature]
 Title: Vice President - Construction

Exhibit A - Construction Engineering

Route: FAU 1522 (East New York Street)

Local: City of Aurora

Section: 14-00210-02-PV (Municipality/Township/County)

Project: M-4003(350)

Job No.: C-91-371-14

*Firm's approved rates on file with Bureau of Accounting and Auditing:
 Overhead Rate (OH) 167.79 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Cost Plus Fixed Fee Methods of Compensation:

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

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

Specific Rate

Lump Sum

| Cost Estimate of Consultant's Services in Dollars | | | | | | | | | | |
|---|-------------------------|-----------|--------------|--------------------|------------------|--------------------------|------------------------------|----------------|--------------|-------|
| 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 | Total |
| Resident Engineer | Const. Eng III | 3000 | \$52.45 | \$157,350.00 | \$264,017.57 | | 0 | \$61,098.30 | \$482,465.86 | |
| Const Inspection | Const. Tech III | 2770 | \$36.59 | \$101,354.30 | \$170,062.38 | \$39,953.00 | 0 | \$39,355.42 | \$350,725.10 | |
| Shop Dwg Review | Const. Eng III | 40 | \$52.45 | \$2,098.00 | \$3,520.23 | | 0 | \$775.24 | \$6,121.74 | |
| Survey | Proj Land Surv I | 44 | \$44.79 | \$1,970.76 | \$3,306.74 | | \$71.50 | \$775.60 | \$6,124.60 | |
| Proj Management | Const Proj Man | 262 | \$60.87 | \$15,947.94 | \$26,759.05 | | \$400.00 | \$6,250.51 | \$49,357.94 | |
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| Totals | | 6,116 | | \$278,721.00 | \$467,665.97 | \$39,953.00 | \$471.50 | \$108,294.48 | \$895,105.94 | |



Engineering Payment Report
(Submit with Final Invoice)

Prime Consultant

Name HR Green Inc
 Address 2363 Sequoia Drive, Suite 101
 Telephone 630.708.5004
 TIN Number 42-0927178

Project Information

Local Agency City of Aurora
 Section Number 14-00210-02-PV
 Project Number M-4003(350)
 Job Number C-91-371-14

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

| Sub-Consultant Name | TIN Number | Actual Payment from Prime |
|--------------------------|-------------------------------|---------------------------|
| Rubino Engineering, Inc. | 80-0450719 | |
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| | Sub-Consultant Total: | |
| | Prime Consultant Total: | |
| | Total for all Work Completed: | |

 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 [Identity Protection Policy](#).

Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Aurora
 Section Number 14-00210-02-PV
 Project Number M-4003(350)
 Job Number C-91-371-14

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)

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|-----|---|-------------|--|
| 1. | Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 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 <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____ | | |
| 3. | Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 4. | Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>01/31/2020</u> Method(s) used for advertisement and dates of advertisement: <u>Posted on the City's website on 1/13/2020.</u> <u>The City also has an email/text sign up system to receive a notification when new postings are added.</u> | | |
| 5. | Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6. | Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7. | Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | Criteria for this project | Weighting | Criteria for this project Weighting |
| | <u>Firm Experience</u> | <u>30 %</u> | _____ % |
| | <u>Staff Capabilities</u> | <u>30 %</u> | _____ % |
| | <u>Technical Approach</u> | <u>30 %</u> | _____ % |
| | <u>Adherence to RFQ</u> | <u>10 %</u> | _____ % |
| 8. | Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>Engineering Coordinator, Engineering Coordinator</u> <u>Traffic Engineer</u> Top three consultants selected for this project in order: 1) <u>HR Green, Inc.</u> 2) <u>Baxter & Woodman, Inc.</u> 3) <u>Thomas Engineering Group, LLC</u> 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 10. | Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 11. | Were acceptable costs for this project verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs. | | |
| 12. | Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 13. | 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, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |



East New York Street Project (from Farnsworth to Welsh)
Scope of Work
Route: FAU 1522 (East New York Street)
Section: 14-00210-02-PV
Project: M-4003(350)
Job No.: C-91-371-14

Construction Engineering Scope of Services East New York Street Project (Farnsworth Ave. to Welsh Dr.) – City of Aurora

HR Green is pleased to provide the City of Aurora with this Phase III Construction Engineering Scope of Work for the East New York Street Project from Farnsworth Avenue to Welsh Drive. The scope of services is based on the Quality Based Selection (QBS) request advertised by the City of Aurora in January 2020.

According to the anticipated project schedule as presented in the QBS, it is anticipated that the project start up and utility coordination will begin around January 1, 2021 with roadway construction beginning on April 1, 2021 with a Substantial Completion Date of August 31, 2022, and Final Completion of 15 Working Days after Substantial Completion.

With an anticipated June 12, 2020 letting it is anticipated that the construction contract, between IDOT/City and the General Contractor, will be fully executed in early to mid-September 2020. The first items anticipated to begin will be submittals of various areas of the contractor's anticipated work; including but not limited to traffic signal submittals, misc. drainage shop drawings, water main, HMA and PCC mix designs, electrical shop drawings, and any other areas designed in the contract documents. Additionally it is anticipated that utility relocation coordination efforts will begin in September 2020 allowing for the roadway construction to begin in April 2021. A preconstruction meeting will be held at the IDOT District #1 office sometime in mid-September 2020 as the official kick-off to the project. HR Green proposes to begin work on Construction Engineering Services on or around January 1, 2021. A schedule of our anticipated hours for this project is included in Exhibit E. As presented in our previous proposals package, we will assign Mr. Christopher Bigall, P.E. as Resident Engineer and Mr. Matthew Hanegmon as the Assistant Resident Engineer. Due to the amount of work anticipated during the peak construction months of 2021 and 2022 (May-September) we are also proposing to utilize an Engineering Intern to assist our project team in overseeing the contractor's operations. We believe this additional staff will be both beneficial to the project, as many operations in many different locations will be ongoing at the same time. This approach will allow the project team to effectively oversee and inspect the contractor's work operations.

The man-hours developed were based upon the assumption that the contractor will start the project around April 1, 2021 and complete the 170 Working Day contract by August 31, 2022. Additional man-hours were include for the project start-up (January 2021) and project close-out (September 2022 thru November 2022). It is assumed that the contractor will shut down during the winter of 2021.

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 and Assistant 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. It is anticipated that this initial stage will occur during the month of January 2021.

Project Stakeholder Coordination

HR Green will provide project information to the residents and businesses along East New York Street as determined by the City of Aurora. HR Green will work with City of Aurora staff to provide notifications via door hangers, newsletters, flyers, or by use of other communication techniques. HR Green will meet with businesses and residents within the construction zone prior to the start of the project. HR Green will continue coordination and communication efforts with businesses and residents throughout construction of this project.

HR Green anticipates a Construction Engineer and Project Liaison will be completing door to door communication, coordinating and meeting with businesses, residents, townships, and the school district prior to and during construction to ensure all necessary stakeholders are receiving up to date project information.

Utility Coordination

HR Green will reach out to the utilities who have facilities that are in conflict with the project and coordinate the relocation of the facilities with each of the utilities. HR Green will work with the utility contractor during the utility relocation process to ensure that the proposed relocated facilities will not be in conflict with the proposed roadway widening and reconstruction. HR Green will work with the utilities both prior to and during construction of the project to expedite the relocation of the utility facilities and avoid roadway conflicts and delays.

Construction Observation/Inspection

HR Green, Inc. will provide *full-time* 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 contractor, 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 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 will conduct bi-weekly progress meetings 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 weekly 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-monthly 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 construction zone along East New York Street from Farnsworth Avenue to Welsh Drive.

It is anticipated that the contractor will work extended hours during the peak construction period and thusly require our staff to be on-site to oversee their operations. It is also anticipated that due to the multiple different operations (utility installations, retaining wall construction, roadway construction, bike path construction, traffic signal work, drainage work, etc.) ongoing at the same time, additional staff will be required in the form of an Engineering Intern during the summer months of 2021 and 2022. Having HR Green staff on-site as well as providing additional staff during peak periods, will provide effective documentation and oversight of the contractor's operations.

Quality Assurance Material Testing

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

Plant inspections of epoxy coated rebar and 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 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.

Survey and As-builts

This work will consist of gathering preconstruction site conditions as well as throughout the construction project duration so that accurate earthwork and other end-area work items can be completed. This work will also include the verification of contractor layout as deemed necessary by the Resident Engineer. Finally, identification of any control points needed at the beginning of the project will be verified by our survey staff. New utilities installed under this project will be as-built and record drawings will be updated in AutoCad which will be submitted to the City of Aurora at the completion of the project. Construction layout is **not** included as part of this work effort as that work is the responsibility of the contractor.

Punchlist and Project Close-out

It is anticipated that during September through October 2022 that the contractor will begin and complete all punchlist items. The Resident Engineer and Assistant 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 2022 calendar year.



East New York Street Project (from Farnsworth to Welsh)
Scope of Work
Route: FAU 1522 (East New York Street)
Section: 14-00210-02-PV
Project: M-4003(350)
Job No.: C-91-371-14

Additionally during this time period, the Resident Engineer and Assistant Resident Engineer 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, CMMS forms will be completed, and field books and records will be indexed and boxed for final submittal. Based on past projects, the close-out of all documentation and material certifications with IDOT can be prolonged due to staff shortages at IDOT and therefore we have included hours through the end of 2022 to account for any project close-out 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.

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 of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Hourly rates are based on actual 2020 rates for each employee listed and an escalation rate of 2% has been included to account for the April 1, 2021 and April 1, 2022 HR Green annual salary increase.



MAN HOUR AND STAFFING ESTIMATE
CONSTRUCTION ENGINEERING SERVICES
E New York Street - City of Aurora IL

CONSULTANT: HR Green Inc.
ROUTE:
CONTRACT Number:
COUNTY:
DATE: February 28, 2020

PROJECT DATES

| | |
|-----------------------------|------------------------------------|
| Letting | June 1, 2020 |
| Anticipated Start Date | April 1, 2021 |
| Winter Shutdown | December 20, 2021 - March 31, 2022 |
| Anticipated 2022 Start Date | April 1, 2022 |
| ANTICIPATED COMPLETION | August 31, 2022 + JS WDS |
| PROJECT CLOSE OUT COMPLETE | December 31, 2022 |

- Project Start-Up / Pre-Construction / Utility Coordination
- Construction Observation and Project Documentation
- Winter Period - (limited staff hours)
- Punchlist and Project Closeout

2021

| | January | February | March | April | May | June | July | August | September | October | November | December |
|---------------------------------|------------|-----------|-----------|------------|------------|------------|-------------|------------|------------|-----------|-----------|------------|
| Week Beginning | 4 11 18 25 | 1 8 15 22 | 1 8 15 22 | 5 12 19 26 | 9 16 23 30 | 13 20 27 4 | 10 17 24 31 | 6 13 20 27 | 4 11 18 25 | 2 9 15 22 | 1 8 15 22 | 5 12 19 26 |
| Project Principal (QA/QC) | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Project Manager | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Accounting Specialist II | | | | | | | | | | | | |
| Resident Engineer | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| Asst. Resident Engineer | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| Funding & IDOT Liaison | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| Peak Period Support Staff (TBD) | | | | | | | | | | | | |
| Survey | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| Stakeholder Coordination | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Total Man-Hours Per Week | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 |

2022

| | January | February | March | April | May | June | July | August | September | October | November | December |
|---------------------------------|------------|------------|------------|------------|-----------|------------|------------|-----------|------------|------------|------------|------------|
| Week Beginning | 3 10 17 24 | 7 14 21 28 | 7 14 21 28 | 4 11 18 25 | 2 9 16 23 | 6 13 20 27 | 4 11 18 25 | 1 8 15 22 | 5 12 19 26 | 3 10 17 24 | 7 14 21 28 | 5 12 19 26 |
| Project Principal (QA/QC) | | | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Project Manager | | | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Accounting Specialist II | | | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Resident Engineer | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| Asst. Resident Engineer | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| Funding & IDOT Liaison | | | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Intern (Peak Period Support) | | | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Survey | | | | | | | | | | | | |
| Stakeholder Coordination | | | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Total Man-Hours Per Week | 8 | 8 | 8 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 |

Manhour Summary (January 2021 - October 2022)

| | |
|------------------------------|-------------|
| Project Principal (QA/QC) | 34 |
| Project Manager | 116 |
| Accounting Specialist II | 30 |
| Resident Engineer | 3040 |
| Asst. Resident Engineer | 2000 |
| Funding & IDOT Liaison | 28 |
| Intern (Peak Period Support) | 770 |
| Survey | 44 |
| Stakeholder Coordination | 54 |
| Total Hours | 6116 |

AVERAGE HOURLY PROJECT RATES

FIRM HR Green, Inc.
PTB-ITEM# 1
PRIME/SUPPLEMENT Prime

DATE 02/28/20

SHEET 1 OF 5

| PAYROLL CLASSIFICATION | TOTAL PROJ. RATES | | | Resident Engineer | | | Construction Inspection | | | Shop Drawing Review | | | Survey (Control) | | | Project Management | | | | | |
|--------------------------|-------------------|---------|---------|-------------------|---------|----------|-------------------------|---------|----------|---------------------|---------|----------|------------------|---------|----------|--------------------|---------|----------|-------|------|---------|
| | AVG HOURLY RATES | Hours | % Part. | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | | | |
| Principal | 70.00 | 62.0 | 1.01% | 62.0 | 0.71 | 0.71 | | | | | | | | | | 62 | 23.66% | 16.56 | | | |
| Const. Proj Man | 63.50 | 170.0 | 2.78% | 170.0 | 1.77 | 1.77 | | | | | | | | | | 170 | 64.89% | 41.20 | | | |
| Civil Engineer III | 52.45 | 3,040.0 | 49.71% | 26.07 | 52.45 | 52.45 | 2000 | 72.20% | 32.28 | 40 | 100.00% | 52.45 | | | | | | | | | |
| Const. Tech III | 44.71 | 2,000.0 | 32.70% | 14.62 | | | | | | | | | | | | | | | | | |
| Project Land Surveyor I | 44.79 | 44.0 | 0.72% | 0.32 | | | | | | | | | | | | | | | | | |
| Accounting Specialist II | 27.13 | 30.0 | 0.49% | 0.13 | | | 770 | 27.80% | 4.30 | | | | 44 | 100.00% | 44.79 | 30 | 11.45% | 3.11 | | | |
| Intern | 15.47 | 770.0 | 12.59% | 1.95 | | | | | | | | | | | | | | | | | |
| | | 0.0 | | | | | | | | | | | | | | | | | | | |
| | | 0.0 | | | | | | | | | | | | | | | | | | | |
| | | 0.0 | | | | | | | | | | | | | | | | | | | |
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| | | 0.0 | | | | | | | | | | | | | | | | | | | |
| | | 0.0 | | | | | | | | | | | | | | | | | | | |
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| | | 0.0 | | | | | | | | | | | | | | | | | | | |
| | | 0.0 | | | | | | | | | | | | | | | | | | | |
| | | 0.0 | | | | | | | | | | | | | | | | | | | |
| | | 0.0 | | | | | | | | | | | | | | | | | | | |
| | | 0.0 | | | | | | | | | | | | | | | | | | | |
| | | 0.0 | | | | | | | | | | | | | | | | | | | |
| TOTALS | | 6116.0 | 100% | \$45.57 | | | 3000.0 | 100.00% | \$52.45 | 2770.0 | 100% | \$36.59 | 40.0 | 100% | \$52.45 | 44.0 | 100% | \$44.79 | 262.0 | 100% | \$60.87 |



Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Mr. Anthony Quigley
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County Kane
Municipality City of Aurora
Section 14-00210-02-PV
Route FAU 1522 (East New York Street)
Contract No. 61G58
Job No. C-91-371-14
Project M-4003(350)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

2/28/2020
Date

[Signature] Engineering Coordinator
Signature and Title (for the Local Public Agency)

Christopher Bigall
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 18-13247.

Education

B.S., Civil Engineering - Structural, Southern Illinois University Carbondale - 2009

Professional Licences:

Professional Engineer - Illinois - #062.066071

Experience:

Chris has over 10 years experience overseeing and managing federally funded transportation projects. Most recently, Chris has been the Resident Engineer for numerous municipal projects within the Village of Mundelein and the City of Aurora. These projects consisted of roadway, drainage, structural, watermain, landscaping, traffic signals, and misc items. Chris fully understands IDOT's documentation requirements for both work completed as well as the material certification processes. His work on past IDOT let, federally funded, projects for local clients have provided him the foundation to successfully manage this project for the City of Aurora.

Training:

ICORS Certified STTP-S19 Piling IDOT Soils Field Testing & Inspection

PCC and HMA - Level I & II ADA/PROWAG

2/28/2020

Date

[Signature]
Signature of Applicant

Construction Engineer II

Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved

Date

Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



**Illinois Department
of Transportation**

**Local Public Agency
Construction Inspector**

Mr. Anthony Quigley
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

| | |
|--------------|--|
| County | <u>Kane</u> |
| Municipality | <u>City of Aurora</u> |
| Section | <u>14-00210-02-PV</u> |
| Route | <u>FAU 1522 (East New York Street)</u> |
| Contract No. | <u>61G58</u> |
| Job No. | <u>C-91-371-14</u> |
| Project | <u>M-4003(350)</u> |

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved 2/28/2020
Date


Signature and Title of Resident Construction Supervisor

Matthew Hanegmon
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 19-16055.

Education:

- BS, Industrial Technology, Construction Management, Illinois State University - 2003
- AAS, Engineering Technology, Morrison Institute of Technology - 2001

Experience:

Matt Hanegmon has over 18 years of the construction inspection experience including many projects for which he served as the Project's Resident Engineer. Matt specializes in municipal engineering and oversight of construction projects involving roadway, structure, drainage, watermain, sanitary sewer, traffic signals, and earthwork operations. Matt has worked with the City of Aurora, Village of Homer Glen, IDOT, Village of Oswego, and numerous other local and state agencies with a primary focus on overseeing FEDERALLY FUNDED projects.

Matt is trained in the following areas:

- IDOT ICORS Certified
- IDOT CMMS Training
- CPESC: Certified Professional in Erosion & Sediment Control #5570
- IDOT HMA Level I & II
- IDOT PCC Level I & II
- OSHA 10-Hour Training
- Bridge Construction Training

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved 2/28/2020
Date


Signature and Title of In Responsible Charge from BC-775 Engineering Coordinator

February 14, 2020

To: Kevin Berry, PE
HR Green, Inc.
2363 Sequoia Drive, Ste 101
Aurora, IL 60506
P: 630-553-7560
C: 815-509-5268

Re: **Quality Assurance Testing Services**
East New York Street
Section 14-00210-00-PV
City of Aurora
Kane County

Proposal No. Q20.050 REV1

Via email: kberry@hrgreen.com

Dear Mr. Berry,

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

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on February 12, 2020 and the following outlines our understanding of the requested scope of services:

Project Name and Description

East New York Street – Aurora, IL

General Scope of Services

**FAU 1522 (EAST NEW YORK STREET)
FROM EAST OF FARNSWORTH AVENUE TO WEST OF WELSH DRIVE
SECTION 14-00210-02-PV
PROJECT NO. M-4003(350)
WIDENING AND RECONSTRUCTION IMPROVEMENT
CITY OF AURORA
KANE COUNTY
C-91-371-14**

EARTHWORK TESTING

- Field testing of on-site and borrow soil material
 - Compaction by the nuclear method, footing inspections and proof-rolls
- Laboratory testing of on-site and borrow soil material
 - Standard proctor ASTM D698 or Modified proctor ASTM D1557
 - Sieve Analysis (Granular Material) or Hydrometer and Atterberg Limit Determination (Soil)

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

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.

FEES

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.

| Item Description | Quantity | Unit | Material Tester 1 (hr) | Material Tester 2 (hr) | Vehicle (day) | Project Manager (hr) | Nuclear Density Gauge (day) | Cylinders (each) | Sample Pickup | Maximum Theoretical Specific Gravity | Bulk Specific Gravity | Ignition Oven Test / Reflux Extraction + Sieve Analysis | Standard Proctor |
|--|----------|------|------------------------|------------------------|---------------|----------------------|-----------------------------|------------------|---------------|--------------------------------------|-----------------------|---|------------------|
| | | | \$98.00 | \$102.00 | \$65.00 | \$125.00 | \$44.00 | \$17.00 | \$250.00 | \$110.00 | \$95.00 | \$126.00 | \$195.00 |
| East New York Street - Aurora | | | | | | | | | | | | | |
| Trench Backfill | 4130 | CY | 16 | 2 | 1.5 | 2 | | 2 | | | | | 2 |
| Hot-Mix Asphalt Base Course, 8" | 1525 | SY | 4 | 1 | 0.8 | 1 | | | | | | | |
| Hot-Mix Asphalt Surface Course, IL 9.5, Mix "D", N50 | 564 | TON | 4 | 1 | 0.8 | 1 | | 1 | 1 | 1 | 1 | | |
| Hot-Mix Asphalt Surface Course, IL 9.5, Mix "D", N70 | 568 | TON | 4 | 1 | 0.8 | 1 | | 1 | 1 | 1 | 1 | | |
| Hot-Mix Asphalt Pavement (Full Depth), 9" | 2111 | SY | 16 | 2 | 1.5 | 2 | | | | | | | |
| Tack Coat / Prime Coat Testing | 1 | Trip | 8 | 2 | 1.5 | | | | | | | | |
| Light Pole Foundation, 24" Diameter | 410 | FOOT | 24 | 6 | 4.5 | 6 | | | | | | | |
| Portland Cement Concrete Pavement, 10" (Jointed) | 26011 | SY | 96 | 12 | 8 | | 84 | | | | | | |
| Portland Cement Concrete Driveway - Various | 3040 | SY | 20 | 5 | 3.8 | | 20 | | | | | | |
| Portland Cement Concrete Sidewalk - Various | 26,385 | SF | 16 | 4 | 3 | | 16 | | | | | | |
| Combination Concrete Curb and Gutter, Type B | 12371 | FOOT | 60 | 12 | 9 | | 48 | | | | | | |
| Concrete Median, Type SB 6.12 | 8390 | SF | 4 | 1 | 0.8 | | 4 | | | | | | |
| | | | 256 | 16 | 49 | 36 | 13 | 172 | 4 | 2 | 2 | 2 | 2 |
| GRAND TOTAL = \$39,953.00 | | | \$25,088.00 | \$1,632.00 | \$3,185.00 | \$4,500.00 | \$572.00 | \$2,924.00 | \$1,000.00 | \$220.00 | \$190.00 | \$252.00 | \$390.00 |

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule 8am to 4pm. After hours calls can go to Tim Dunne's cell phone at 847-343-0749.

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)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

| |
|--|
| AGREED TO, THIS _____ DAY OF _____ , 20__. |
| BY (please print): _____ |
| TITLE: _____ |
| COMPANY: _____ |
| SIGNATURE: _____ |

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ **Email:** _____

() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ **Email:** _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through December 1, 2020 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

| | | |
|---|--------------|-----------|
| Compression testing of concrete, mortar and grout specimens by ASTM procedures | Per Cylinder | \$ 17.00 |
| Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge) | Per hour | \$ 92.00 |
| Density relationship of soils | | |
| ASTM D698 - AASHTO T99 (Standard Proctor) | Each | \$ 195.00 |
| ASTM D1557 - AASHTO T180 (Modified Proctor) | Each | \$ 215.00 |
| Asphalt | | |
| Maximum Theoretical Specific Gravity | Each | \$ 110.00 |
| Bulk Specific Gravity | Each | \$ 95.00 |
| Ignition Oven Test / Reflux Extraction + Sieve Analysis | Each | \$ 126.00 |
| Core Densities | Each | \$ 45.00 |
| Sieve Analysis (Washed) | Each | \$ 90.00 |
| Sample preparation for the above tests | Each | \$ 40.00 |

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

| | |
|---|-----------|
| Per Hour | \$ 98.00 |
| Per Hour Overtime (before 8am, after 5pm and Saturdays) | \$ 147.00 |
| Per Hour Overtime Sundays and Holidays | \$ 196.00 |

MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

| | |
|---|-----------|
| Per Hour | \$ 102.00 |
| Per Hour Overtime (before 8am, after 5pm and Saturdays) | \$ 153.00 |
| Per Hour Overtime Sundays and Holidays | \$ 204.00 |

EQUIPMENT CHARGES

| | | |
|-----------------------------|---------|----------|
| Vehicle Charge - Round Trip | Per Day | \$ 65.00 |
| Nuclear Density Gauge | Per Day | \$ 44.00 |
| DCP Equipment | Per Day | \$ 20.00 |

ENGINEERING SERVICES

| | | |
|--------------------------|----------|-----------|
| Principal Engineer | Per Hour | \$ 185.00 |
| Project Engineer/Manager | Per Hour | \$ 125.00 |
| Administrative Assistant | Per Hour | \$ 65.00 |
| Report Review | Each | \$ 65.00 |

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.

- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 9/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200 | CONTACT NAME: Laurie Cloninger |
| | PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com |
| INSURED Rubino Engineering, Inc. 425-435 Shepard Dr Ste H Elgin, IL 60123 | INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company NAIC # 13056 |
| | INSURER B : Berkley Insurance Company 32603 |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

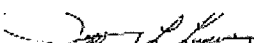
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PSB0003777 | 09/01/2019 | 09/01/2020 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | | PSA0001881 | 09/01/2019 | 09/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | PSE0002142 | 09/01/2019 | 09/01/2020 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | PSW0002789 | 09/01/2019 | 09/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A | Professional Liability | | | AEC903377800 | 09/01/2019 | 09/01/2020 | \$2,000,000 each claim / \$4,000,000 annual aggr. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability is written on a 'claims made' policy form.
 Some or all officers are excluded from Workers Compensation coverage.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

| | |
|---|---|
| CERTIFICATE HOLDER Rubino Engineering, Inc. | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|