

June 14, 2016

Mr. Eric Gallt, P.E.
City of Aurora
Engineering Department
44 East Downer Place
Aurora, Illinois 60506



762 shoreline drive
suite 200
aurora, illinois 60504

RE: Sullivan Road/Highland Avenue Improvements – Construction Engineering Services

Dear Mr. Gallt:

Thomas Engineering Group, LLC (TEG) is pleased to submit the enclosed agreement, scope of services, and fee to the City of Aurora for review and approval. TEG appreciates the opportunity to assist the City with the Sullivan Road/Highland Avenue Improvement project.

The estimated cost for our services is \$69,343.64. We have taken measures to reduce cost considering the City's budget constraints on this project. We are utilizing a lower rate engineer to assist with end of project tasks such as oversight of landscaping and punch list work, and closeout documentation. We have also reduced the Resident Engineer's weekly hours to 40 hours per week for the duration of the construction phase of the project. Please note that in regards to survey tasks, we have included hours and cost that represent verification of contractor layout and final survey necessary to establish record drawings. If the pay item "Construction Layout" is not included in the contract documents, we will need to meet with City staff prior to the start of construction to discuss how survey for construction layout will be handled.

We understand the City is allowing complete closure of the intersection at Sullivan/Highland such that the contractor can complete work and open the roadway within 8 weeks. With this fast track schedule and the likelihood of the contractor working extended hours, we will closely monitor our budget and request a meeting with City staff 3-4 weeks into the construction phase to review the status of our remaining hours and cost. If our effort is exceeding our budget at that time, we will review options with City staff. Those options may include:

- Supplement to TEG's contract.
- City staff completing construction services.
- Supplement to TEG's contract to complete the construction phase and City staff completing punch list and closeout tasks.

Please note that we will not proceed with services beyond our budget limits without written commitment from City staff for compensation for said services.

We are excited about the opportunity of working with the City on this project and display our **service at the highest grade®**. If you have any questions regarding this submittal or require additional information about our staff, please call me at (630) 636-0943 or e-mail at ericr@thomas-engineering.com.

Sincerely,

thomas engineering group, llc

Eric Rose, P.E.
Project Manager
Attachments





Exhibit A
City of Aurora
Sullivan Road/Highland Avenue Improvements

Scope of Services

SCOPE OF SERVICES

We will provide our standard service at the highest grade in the following scope of services. We have broken down the scope into three phases of construction:

- Pre-construction
- Construction
- Project Finalization & Closeout

PRE-CONSTRUCTION PHASE

1. Conduct a constructability review of the contract documents. Review the plans and specifications in depth, verifying quantities, elevations and dimensions relevant to the project.
2. Review utility locations within project limits and verify utilities are clear of proposed improvements.
3. Conduct a preconstruction meeting with the City and contractor. Generate and distribute meeting minutes.
4. Review contractor's schedule for compliance with contract completion requirements. No work can commence until the schedule is approved.
5. Review shop drawings and material producers/suppliers, and provide comments as necessary.
6. Review contractor's proposed traffic control plan and provide input to the City and contractor as necessary to ensure work is performed efficiently, safely, and in accordance with the contract documents.
7. Set up field books, job box files and other forms of documentation.
8. Verify contractor's layout control and benchmark information.
9. Review record drawing requirements with contractor.
10. Review erosion control plan with contractor.
11. Notify residents and businesses of upcoming activities that will impact traffic flow and access to property.
12. Coordinate with Kane-DuPage Soil and Water Conservation District as necessary regarding erosion control.

CONSTRUCTION PHASE

1. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. Inspect erosion control measures and determine adequacy, record inspections weekly in accordance with requirements. TEG will keep City staff informed of the progress of the work, guard the City against defects and deficiencies in the work, advise the City of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
2. Perform daily documentation in accordance with IDOT's Bureau of Construction Manual.
3. Maintain daily contact with the contractor to determine work schedules, coordinate underground work affecting access with appropriate parties, determine paving restoration dates, and adherence to overall project schedule. Should the project fall behind schedule, direct contractor to produce a



Exhibit A
City of Aurora
Sullivan Road/Highland Avenue Improvements

Scope of Services

recovery schedule and work with the contractor and the City to determine appropriate action to get back on schedule.

4. Provide extensive on-site observations of the work in progress and field checks of contractor methods, materials and equipment through the Resident Engineer. Be present whenever the contractor is performing work on-site.
5. Conduct progress meetings as deemed necessary by the City. Arrange other job conferences as required. Maintain and circulate copies of records of the meetings.
6. Continually verify contractor layout throughout duration of construction.
7. Perform daily MOT checks when traffic control is necessary. The inspection shall be made at the beginning and end of work day. Document and notify the contractor of, and take appropriate steps to correct, any deficiencies noted.
8. Arrange for any required QA material testing. Coordinate material testing with the contractor's quality control team and schedule all necessary inspections in order to keep the work proceeding in a timely fashion.
9. Verify that proper material inspection documentation has been provided by contractor. No payment will be allowed for quantities completed without proper material inspection.
10. Review payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the City. Provide the City a regular update on estimated final costs of the project.
11. Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
12. Conduct a final inspection with the City and prepare a final punch list of corrective or incomplete work.
13. Except upon written instructions of the City, the Resident Engineer shall not authorize any deviation from the Contract Documents.
14. Maintain a set of working drawings, updated regularly, to show final elevations and locations of all completed underground utilities.
15. Ensure restoration has been accomplished to pre-construction conditions.

POST-CONSTRUCTION AND PROJECT CLOSE-OUT

1. Verify that all items on the final punch list have been corrected and make recommendations to the City concerning project acceptance.
2. Follow the IDOT guidelines for project closeout.
3. Expedite project close-out by providing final quantity measurements to the contractor throughout the project, instead of waiting until the end.
4. The Resident Engineer shall deliver a draft of the record drawings for the project within one month of substantial completion of the project. TEG understands the need to close out a project quickly.
5. Submit job box to City.

**AN AGREEMENT BETWEEN THE CITY OF AURORA AND
THOMAS ENGINEERING GROUP, LLC FOR CONSTRUCTION ENGINEERING
SERVICES FOR SULLIVAN ROAD/HIGHLAND AVENUE IMPROVEMENTS**

This AGREEMENT, made this ___th day of July 2016 between CITY OF AURORA, a body corporate and politic of the State of Illinois (hereinafter referred to as the "CITY"), of 44 East Downer Place, Aurora, Illinois 60506 and Thomas Engineering Group, LLC an Illinois licensed professional engineering firm, with offices at 762 Shoreline Drive, Suite 200, Aurora, Illinois 60504 (hereinafter referred to as the "CONSULTANT"). The CITY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the CITY and the motoring public to improve and maintain the various highways throughout the CITY; and,

WHEREAS, the CITY desires to improve traffic flow at the intersection of Sullivan Road and Highland Avenue by construction of a roundabout (hereinafter referred to as the "PROJECT"); and,

WHEREAS, in order to accomplish the PROJECT it is necessary to retain the services of a professional engineering firm to perform Construction Observation services for the PROJECT; and,

WHEREAS, the CONSULTANT has experience and professional expertise in Construction Observation services and is willing to perform said services for the PROJECT for an amount not to exceed Ninety thousand, eight hundred eleven dollars and twenty-eight cents (\$90,811.28),

WHEREAS, the CITY has determined that it is in the CITY'S best interest to enter into this AGREEMENT with the CONSULTANT.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

1.1 All of the preambles set forth hereinabove are incorporated into and made part of this AGREEMENT.

2.0 SCOPE OF SERVICES

2.1 Services for the PROJECT are to be provided by the CONSULTANT according to the specifications set forth in Exhibit "A" which is attached hereto and incorporated herein. The services are sometimes hereinafter also referred to as the "work".

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit "A" shall be given on behalf of the CITY by the CITY Engineer, in the form of a written notice to proceed (hereinafter "Notice to Proceed"), following execution of this Agreement by the CITY Mayor.

4.0 TECHNICAL SUB-CONSULTANTS

4.1 The prior written approval of the CITY Engineer shall be required before any sub-consultants are hired by the CONSULTANT to perform any of the work.

4.2 Any such sub-consultants shall be hired and supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work on the PROJECT as directed in the Notice to Proceed. The CITY is not liable and will not pay the CONSULTANT for any work performed prior to the date of the Notice to Proceed or after termination of this AGREEMENT.

6.0 COMPENSATION

6.1 The CITY shall only pay the CONSULTANT for work performed and shall pay only in accordance with the provisions of this AGREEMENT and as detailed in "Exhibit A".

6.2 For work performed, the CITY shall pay the CONSULTANT based actual labor dollars expended times a factor of 2.8 to cover payroll, payroll burden, overhead and profit.

6.3 For direct expenses, the CITY shall pay the CONSULTANT for vehicle expenses at a rate of \$45/day, and reimbursement of sub consultant actual costs.

6.4 For direct expenses by the sub consultant, the CONSULTANT shall include copies of invoices from sub consultant with CONSULTANT'S invoice.

6.5 Within 45 days of receipt, review and approval of properly documented invoices, the CITY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments.

6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Sixty nine thousand, three hundred and forty three dollars and sixty four cents (\$69,343.64).

7.0 DELIVERABLES.

7.1 The CONSULTANT shall provide the CITY, prior to the termination of this AGREEMENT, or at such time as the CITY Engineer directs, any required deliverables related to work performed under this AGREEMENT.

7.2 Upon receipt, review and acceptance of all deliverables by the CITY (if required), final payment will be made to the CONSULTANT by the CITY.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:

- A. Worker's Compensation Insurance in the statutory amounts.
- B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
- C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
- D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
- E. Professional Errors and Omissions Insurance with a minimum limit of Two Million Dollars (\$2,000,000.00).

8.2 It shall be the duty of the CONSULTANT to provide to the CITY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The CONSULTANT shall provide the CITY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the CITY as primary non-contributory additional insured. The additional named insured endorsement included on the CONSULTANT'S Commercial General Liability policy shall provide the following:

- A. That the coverage afforded the additional named insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;
- B. That if the additional named insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not expire, be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to CITY.

8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the CITY with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the CITY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the CONSULTANT'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the CITY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the CITY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the CITY and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a sub-consultant under workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 9.2 Nothing contained herein shall be construed as prohibiting the CITY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- 9.3 If any errors, omissions, intentional or negligent acts are made by the CONSULTANT or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the CITY.
- 9.4 Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for the quality of the work, nor of the CONSULTANT'S liability for loss or damage to property or persons resulting therefrom.
- 9.5 Any contractor hired by the CITY to perform the construction work on the PROJECT shall be required to indemnify and hold harmless both the CITY and the CONSULTANT from claims, including but not limited to worker injury claims by including the following provision in the construction contract:

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the CITY, the CONSULTANT, and any sub-consultant and their respective agents and employees from and against any and all claims, damages, losses, economic losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 9.6 That the CITY shall require the contractor to purchase an Owner's Policy in the name of the CITY and to name the CONSULTANT as additional insured on the

contractor's general liability policy by including the following provision in the construction contract:

The contractor will obtain and maintain Commercial General Liability Insurance with broad form property damage coverage and contractual liability endorsement insuring the indemnity required of the Contractor. The CONSULTANT will be named as additional insured on the Contractor's insurance policy. The additional insured endorsement included on the Contractor's policy will provide the following:

- a) That the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor;
- b) That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis;
- c) That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- d) That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to the additional insured and the CITY.

10.0 SATISFACTORY PERFORMANCE.

- 10.1 The CONSULTANT'S and sub-consultant's standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the CITY and meets or exceeds the quality and standards commonly accepted in the industry in the Chicago metropolitan area.

11.0 CONFLICT OF INTEREST.

- 11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.
- 11.2 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3

or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, documents and computations prepared by the CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the CITY within ninety (90) days of written request therefor. The CONSULTANT's obligation hereunder shall survive the termination of this AGREEMENT.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the CITY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

13.1 The CONSULTANT and any sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

13.3 The CONSULTANT and any sub-consultant(s) shall comply with all applicable State and Federal Prevailing Rate of Wage Laws, and shall take all steps necessary to remain in compliance therewith.

14.0 MODIFICATION OR AMENDMENT.

14.1 The terms of this AGREEMENT may only be modified or amended by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed and shall continue in full force and effect until the earlier of the following occurs:

A. The PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0; or,

B. Upon the tenth day after receipt by the CONSULTANT of the Notice to Proceed from the CITY Engineer on behalf of the CITY. (The fee payable to the CONSULTANT for services rendered shall be for a period beginning May 21 to such time of IDOT's acceptance of final documentation for the PROJECT).

15.2 Notwithstanding anything in Section 15.0 to the contrary, the CITY Engineer may at his sole option, upon the request of the CONSULTANT, extend the term of this Agreement for a period of time up to but not exceeding one year.

16.0 TERMINATION ON WRITTEN NOTICE.

16.1 Except as otherwise set forth in this AGREEMENT, the CONSULTANT shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the CITY.

16.2 The CITY may terminate this AGREEMENT at any time for any reason upon written notice to the CONSULTANT. The CITY shall only be responsible for payment of services up to the date of termination.

16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the CITY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.

16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall become the property of the CITY.

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT contains the entire agreement and understandings between the PARTIES.

17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

18.1 This AGREEMENT shall not be assigned by a PARTY without prior written approval of the other PARTY.

19.0 SEVERABILITY.

19.1 In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the

AGREEMENT, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue shall be proper in the Circuit Court of the County of Kane, Illinois.

21.0 NOTICE.

Any required notice shall be sent to the following addresses and party:

CITY OF AURORA
Engineering Department
44 East Downer Place
Aurora, IL 60506
Attn.: Eric Galt, P.E., City Traffic Engineer

Thomas Engineering Group
762 Shoreline Drive Suite 200
Aurora, Illinois, 60504
Attn.: Eric Rose, P.E., Project Manager

IN WITNESS WHEREOF, the parties set their hands and seals as of July __, 2016. The CITY Board approved award of this Engineering Services Agreement on July __, 2016.

CITY OF AURORA

THOMAS ENGINEERING GROUP, LLC



TOM WEISNER
MAYOR

By: ERIC ROSE
PROJECT MANAGER

ATTEST:

ATTEST:

ISABEL KODRON
CITY CLERK



By: THOMAS GILL
PRESIDENT

(Seal)

EXHIBIT A

Cost Estimate of Construction Engineering Services - Thomas Engineering Group

Sullivan Road/Highland Avenue Roundabout

	RATE	PRE CONSTRUCTION		CONSTRUCTION		POST-CONSTRUCTION		TOTAL	
		TOTAL		TOTAL		TOTAL		JOB HOURS	JOB SALARY
PROJECT MANAGER	\$ 67.40	2	4		2		8	\$ 539.20	
RESIDENT ENGINEER	\$ 56.50	16	320		16		352	\$ 19,888.00	
ASSISTANT RE	\$ 26.00	0	0		48		48	\$ 1,248.00	
SURVEYOR	\$ 46.20	4	0		24		28	\$ 1,293.60	
TOTAL		22	324		90		436	\$ 22,968.80	
MULTIPLIER									
							2.8	\$ 64,312.64	
Direct Costs								\$ 2,025.00	
Material Testing								\$ 3,006.00	
TOTAL								\$ 69,343.64	

Direct Costs	Vehicles	45	Days	@ \$45/Day	\$ 2,025.00
					\$ 2,025.00

June 9, 2016

To: **eric e. rose, p.e.** | *project manager*
thomas engineering group, llc
main: 855.533.1700 | mobile:
630.636.0943
aurora | lombard | oak park

Re: **Quality Assurance Testing Services**
Sullivan Road/ Highland Avenue Improvements
Aurora, IL

Rubino Proposal # Q16.250



Via email: ericr@thomas-engineering.com

Dear Mr. Rose,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services on various transportation related projects in Aurora, IL.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on June 8, 2016 and the following outlines our understanding of the requested scope of services:

Project Name and Description

Sullivan Road/ Highland Avenue Improvements - Aurora, IL

General Scope of Services

- 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.

Based on your email on June 8, 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	1	Half (4 hours)
HMA Testing	2	Half (4 hours)

*Portal to Portal

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)	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
			\$91.00	\$66.00	\$100.00	\$40.00	\$17.00	\$244.00	\$115.00	\$95.00	\$126.00
PCC Testing	1	Trip	4	1	0.5		5	1			
HMA Testing	2	Trip	8	2	1	2		2	2	2	2
			12	3	1.5	2	5	3	2	2	2
GRAND TOTAL = \$3,006.00			\$1,092.00	\$195.00	\$150.00	\$80.00	\$85.00	\$732.00	\$230.00	\$190.00	\$252.00

PROJECT SCHEDULING

Please contact Tim Dunne on his cell phone to schedule testing services:
847-343-0749
tim.dunne@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 Lipinski
 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.

Schedule of Construction Materials Testing Services & Fees through March 1, 2017 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete cylinders 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	\$ 89.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 215.00
Sample preparation for the above tests	Each	\$ 40.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 115.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 40.00

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

Per Hour	\$ 91.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 136.50
Per Hour Overtime Sundays and Holidays	\$ 172.90

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	\$ 95.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 142.50
Per Hour Overtime Sundays and Holidays	\$ 180.50

MATERIAL TESTER - 2 - Field inspection of welds and structural steel

Per Hour	\$ 105.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 147.00
Per Hour Overtime Sundays and Holidays	\$ 199.50

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gage	Per Day	\$ 40.00
Windsor Probe (Probe Charge is per set of 3)	Per Set	\$ 65.00
Steel Testing Equipment Charge	Per Day	\$ 200.00
Floor Flatness Equipment	Per Day	\$ 95.00

CORING SERVICES

P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment	Per Hour	\$ 225.00
Diamond Bit Charge, per inch diameter, per inch depth	Per Inch	\$ 3.25

ENGINEERING SERVICES

Chief Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 100.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 50.00

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.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day portal to portal, 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.
- 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.

GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF WORK:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Rubino Engineering, Inc. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s work. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of work from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold RUBINO ENGINEERING, INC., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF WORK:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the work or if, upon embarking upon its work, Rubino Engineering, Inc. is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.
- 4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the work. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional work as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to do work hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fee as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client.
- 6. RESPONSIBILITY:** Rubino Engineering, Inc.'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.
- 8. PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.
- 9. WARRANTY:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.
- SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.
- 10. INDEMNITY:** Subject to the foregoing limitations, Rubino Engineering, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Rubino Engineering, Inc.'s negligence to the extent of RUBINO ENGINEERING, INC.'s negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Rubino Engineering, Inc., the party initiating such action shall pay to Rubino Engineering, Inc. the costs and expenses incurred by Rubino Engineering, Inc. to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Rubino Engineering, Inc. shall prevail in such suit.
- 11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation.
- 12. EMPLOYEES/WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena. Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.
- 13. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA of within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 14. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 15. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.