



June 10, 2017

Mr. Kenneth Schroth
Director of Public Works/City Engineer
City of Aurora Engineering Division
44 East Downer Place
Aurora, IL 60507

Re: Proposal for Phase II Design Engineering Services
Eola Road Realignment (South of Wolf's Crossing Road to US Route 30)
Aurora, Illinois

Dear Mr. Schroth:

On behalf of V3 Companies (V3), we are pleased to submit this proposal for providing design engineering services for the above referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions which set forth the contractual elements of this agreement, will constitute an agreement between the City of Aurora (CLIENT) and V3 for services on this project.

I. Introduction

It is our understanding that the CLIENT wishes to realign Heggs Road (renaming it Eola Road) from south of Wolf's Crossing Road to US Route 30 along the route of the future WIKADUKE Trail. Realigned Eola Road will intersect US Route 30 to form a new signalized "T" intersection approximately 2,050 feet north of the existing Heggs Road/US Route 30 intersection. Realigned Eola Road will be constructed as a two-lane section with a 16-foot wide barrier median and full-depth shoulder along either side of the roadway. In addition, existing Heggs Road between US Route 30 and the realigned roadway section will be permanently closed and the existing pavement removed.

II. Scope of Services

This proposal includes the professional engineering services necessary for the preparation of construction documents, attainment of supplemental topographic survey, preparation of a Plat of Highways (along US Route 30), and the preparation of the permits required for the subject project. A detailed scope of work is provided in Attachment A.

III. Extent of Agreement

This agreement is for providing design engineering services for the subject project as described above and in Attachment A. If additional tasks are required, these services will be subject to a modification in the fee, or the creation of a separate agreement. Furthermore, this agreement does not include services for:

- Geotechnical or archaeological consulting services;
- Pump station design for water, stormwater, or wastewater;
- Gas, electric, telephone, etc. utility relocation design. V3 will coordinate with the owners of these facilities and include the location of these utilities on the plans for purposes of coordination only;

- Phase III construction engineering services, construction administration, construction staking, as-built surveys/plans and post-construction services;
- Land acquisition appraisal and negotiation services;
- Utility potholing and subsurface utility exploration;
- Survey services, except for those specifically listed in the Scope of Work;
- The submittal of a Section 404 Permit to the Army Corps of Engineers or on-site wetland mitigation design.

IV. Compensation

For the aforementioned scope of services, V3 shall be paid on a cost plus fixed fee basis, the following not to exceed fees:

Scope of Services Task	Fee
A. Supplemental Topographic Survey	\$5,656.91
B. Plat of Highways	\$7,147.69
C. Construction Document Preparation	\$79,028.82
D. Drainage Calculations	\$3,637.78
E. Permits	\$37,164.01
F. Meetings/Field Checks/Coordination	\$20,246.27
G. Administration/Management	\$7,765.41
H. Wetland Coordination	\$3,111.99
I. Quality Assurance/Quality Control	\$5,158.16
J. PSI and CCDD Evaluation	\$9,201.95
K. Supplemental Geotechnical Studies	\$3,995.00
L. Reimbursable Expenses	\$11,050.00
Total Not to Exceed Fee	\$193,163.98

The above fees will be invoiced on a cost plus fixed fee basis using V3's IDOT approved overhead rate of 159.00% plus a fixed fee based on the methodology in IDOT's CECS form (~14.5% of labor and overhead). In addition, CONSULTANT shall be reimbursed for the actual cost of reimbursable expenses such as printing, postage, messenger service, travel, title commitments, permits, drilling/laboratory fees (for completing PSI) and other similar, project-related items (such expenses shall not to exceed \$11,050.00 and are included in the above amount). The Client will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the project. See Attachment B for the CECS form and Attachment C for a Detailed Manhour Summary by task.

V. Miscellaneous Contractual Items

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation may be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.



If CLIENT or other interested parties request a computer disk of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in disk form. V3 will provide design data files to the City in AutoCad format.

VI. Summary

This agreement, together with the General Terms and Conditions (Attachment D) attached hereto, represents the entire understanding between the CLIENT and V3. If the terms of this agreement are found to be satisfactory, please sign this agreement in the space provided and return one signed copy to our office. Receipt of the signed authorization will serve as our Notice to Proceed for this work.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,
V3 COMPANIES, LTD.

Accepted for:
City of Aurora



Vincent J Del Medico, P.E.
Vice President – Director of Transportation
and Municipal Services

BY: _____
Richard C Irvin, Mayor
City of Aurora

ATTEST: _____
City Clerk

DATE: _____

- Attachment A – Scope of Work
- Attachment B – Cost Estimate of Consultant Services
- Attachment C – Detailed Manhour Estimate
- Attachment D – General Terms and Conditions
- Attachment E – Geotechnical Subconsultant Proposal – Rubino Engineering
- Exhibit 1 – Supplemental Topographic Survey Limits



ATTACHMENT A
SCOPE OF WORK

Attachment A

Scope of Work Eola Road Realignment (South of Wolf's Crossing Road to US Route 30) City of Aurora

Phase II Design Engineering Services

Project Description

Due to the safety concerns associated with the large skew angle at the existing Heggs Road/US Route 30 intersection, the City of Aurora is proposing to re-align Heggs Road (renaming it as Eola Road) from south of Wolf's Crossing Road to US Route 30 along the route of the future WIKADUKE Trail. The realignment will begin just south of Wolf's Crossing Road (where the roadway narrows from a three-lane rural cross section to a two-lane rural cross section) and will then bear in a southwest direction, intersecting US Route 30 at a 90 degree angle to form a new "T" intersection approximately 2,050 feet north of the existing Heggs Road/US Route 30 intersection. Realigned Eola Road will be constructed as a two-lane section with a 16-foot wide barrier median and full-depth shoulder along either side of the roadway.

As part of the proposed improvements, Heggs Road between US Route 30 and the realigned roadway section will be permanently closed and the existing pavement removed (Note: Heggs Road south of US Route 30 has already been permanently closed to traffic by Wheatland Township). The proposed improvements will also include the installation of traffic signals at the new Eola Road/US Route 30 intersection and widening/resurfacing on US Route 30 to accommodate a southbound left-turn lane and a northbound left-turn lane at the intersection.

The project will involve both state and City funding and will be processed through IDOT-Bureau of Local Roads following MFT guidelines and procedures.

A. Supplemental Topographic Survey

A full-service topographic survey shall be conducted within an approximate 90-foot corridor width (45'/45') by 2,400-foot length of Eola Road/Heggs Road. The north-south limits of the survey area lie south of the Phase I limits previously surveyed by V3 extending to approximately 100 feet south of the centerline of US Route 30 (see Exhibit 1 for details).

Topographic survey services will include the following:

- Record a minimum of two (2) permanent benchmarks at the site. Elevations shall be referenced to a datum commonly acceptable to the reviewing government agency. Description of the source benchmark to which the new benchmarks are tied shall be indicated on the survey.
- A contour survey with 1'-0" contour intervals shall be prepared from field spot elevations. Spot elevations obtained in the field shall be of sufficient quantity to generate a contour survey which properly represents the ground surface. Additional elevations shall be

indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutter, pavement edges, and centerlines.

- Spot elevations shall be shown to the nearest 0.01 foot on all “hard surfaces” and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
- Cross-sections shall be taken on 100-foot intervals. Grid intervals of 100 feet shall be taken in all fields. Additional shots shall be taken at all sudden grade break lines.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated.
- Existing improvements, buildings, and surface features shall be located.
- A tree survey is not included in the scope of topographic surveying services presented herein. Only general outlines of tree and brush limits shall be shown.
- Top of curb, flow line, and edge of pavement elevations of all roadways and streets within the survey area.
- Roadway striping of all roadways and streets within the survey area.
- Right-of-way and property lines shall be established from existing monumentation and record drawings.
- The topographic survey shall incorporate information on existing utility systems adjoining or contained within the survey area which are obtained from field markings performed by a SUE expert in coordination with maps obtained from city departments or utility companies responding to written or verbal requests for utility records through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) Design Stage/Planning Information process and available for the surveyors use at the time of the survey. Records or Atlas information that is provided to V3 after completion of the survey can be provided to the CLIENT or engineer.
- Utilities and improvements shall be shown based on visible field verified structures and markings, in coordination with atlas information provided by utility companies through J.U.L.I.E.’s design stage process, if available. V3 shall only show underground utility lines between structures that are located in the field and appear to be connected.
-

Upon completion of survey, base sheets will be prepared in Microstation in accordance with IDOT’s “CADD Standards” and “CADD Roadway Drafting Reference Guidelines”.

B. Plat of Highways

- Prepare a Plat of Highways for the section of US Route 30 to be improved in order to accommodate the new intersection of realigned Eola Road at US Route 30. The Plat-of-Highways shall conform to the latest IDOT standards and guidelines.
- Consultant shall prepare legal descriptions for all fee parcel takings and easements.
- Property corner and accessory monuments shall be set at all fee parcel corners.

C. Construction Document Preparation

Construction plans and special provisions will be prepared in accordance with all applicable IDOT and City of Aurora standards and guidelines. Submittals to the City are anticipated at the preliminary (60%), pre-final (95%) and final (100%) levels of completion. In addition, plans and

special provisions will be submitted to IDOT-Local Roads at the pre-final and final levels of completion. Hours for calculating quantities will be included in the hours for the preparation of the plan sheets on which these items appear. Following is a summary of the plan sheets anticipated:

- Cover Sheet (1 sheet)
- Index of Sheets, Highway Standards, Commitments (1 sheet)
- General Notes (1 sheet)
- Summary of Quantities (2 sheets)
- Schedules of Quantities (2 sheets)
- Typical Sections (2 sheets)
- Alignment, Ties and Benchmarks (1 sheet)
- Removal Plans (3 sheets)
- Plan and Profile (3 sheets)
- Maintenance of Traffic Notes and Typical Sections – US 30 (1 sheet)
- Maintenance of Traffic Plan – US 30 (2 sheets)
- Eola Road Detour Plan/Notes (1 sheet)
- Erosion and Sediment Control (3 sheets)
- US 30/Realigned Eola Road Intersection Details (1 sheet)
- Pavement Marking/Signing/Landscaping (4 sheets)
- Proposed Traffic Signal Installation Plan (1 sheet)
- Proposed Traffic Signal Cable Plan and Phase Designation Diagram (1 sheet)
- IDOT District 1 Traffic Signal Details (6 inserted sheets)
- IDOT District 1 Mast Arm Mounted Sign Details (1 sheet)
- Consultant Developed Construction Details (2 sheets)
- IDOT District 1/City of Aurora Details (assume 6 sheets)
- New Culvert Details (2 sheets)
- Cross Sections (70 sections total at 50' intervals along US Route 30 and Eola Road)

Special provisions and bid documents will be prepared based on IDOT MFT guidelines. In addition, an Estimate of Construction Cost will be prepared and refined at each submittal stage of the project.

An estimate of construction duration will be prepared at the pre-final and final levels of completion.

Upon advertisement of the construction documents, V3 will provide responses to bidder questions and answer RFI's that arise during the bidding phase. V3 will also prepare any required addenda to the advertised construction documents.

D. Drainage Calculations

As part of the overall drainage design the following calculations will be performed: culvert design, ditch capacity, drainage outlet delineation, outlet discharge calculations (including runoff curve number and time of concentration), stormwater detention evaluation, best management practices (BMP's) as required, and erosion control. All of the calculations mentioned will be

evaluated based on two sets of criteria. Eola Road will be designed using the City of Aurora design regulations and the US Route 30 improvements will be designed using IDOT design criteria.

E. Permits

Stormwater Management

Two separate stormwater submittals will be required for the project: 1) a City of Aurora (Kane County) Stormwater Management Permit Submittal and 2) a finalized Stormwater Management Report Submittal to IDOT. The following information will be provided as part of each permit submittal:

- City of Aurora (Kane County) Stormwater Management Permit
 - Report Narrative
 - Permit Application Form
 - Flowchart
 - Tab 1: Project Overview (includes BMP documentation)
 - Tab 2: Stormwater Submittal
 - Tab 3: Floodplain Submittal
 - Tab 4: Wetland Submittal
 - Tab 5: Plan Set Submittal
 - Tab 6: Security Submittal (Cost Estimate)
 - Tab 7: Variance Submittal

- IDOT Final Stormwater Management Report Submittal
 - Revise previously submitted stormwater report based on IDOT-Hydraulics comments
 - Create plan & profile drainage exhibits with ditch profiles
 - Expand overall drainage exhibits to verify delineated off-site areas
 - Update ditch capacity calculations to include off-site tributary area
 - Revise report text and add correspondence that may be available
 - Submit roadway cross-sections with detailed ditch information
 - Address additional IDOT review comments as needed

Stormwater Pollution Prevention Plan & NPDES Permit (Notice of Intent Submittal)

V3 will develop a Stormwater Pollution Prevention Plan (SWPPP) for the proposed roadway improvements in accordance with IEPA General NPDES Permit No. ILR10. The SWPPP will describe the implementation of the erosion and sediment control measures which will be used to reduce the pollutants in the stormwater discharges from the construction site.

F. Meetings/Field Checks/Coordination

The following meetings/field checks are estimated to be required during the course of the project:

- Phase II kick-off meeting with the City of Aurora
- Site visits by design staff to verify and evaluate existing field conditions
- Presentation of wetland impacts at a monthly IDOT/Army Corps of Engineers (ACOE) coordination meeting
- Meetings with the City of Aurora to discuss design issues, project status, schedule, IDOT coordination, etc (3 meetings assumed)
- Phase II kick-off meeting with IDOT-BLRS
- Preliminary plan review meeting with City of Aurora
- Pre-final plan review meeting with City of Aurora
- Pre-final plan review meeting with IDOT-BLRS
- IDOT Detour Committee Meeting (for temporary closure of Eola/Heggs Road between Lundquist Drive and US Route 30 during construction)
- Final plan review meeting with City of Aurora
- Final plan review meeting with IDOT-BLRS
- Meeting with IDOT-Land Acquisition to discuss US 30 Plat of Highways

Hours for meetings will also include preparation time prior to meetings and subsequent preparation of meeting minutes.

Plans will be submitted to private utility companies at the preliminary, pre-final and final level of completion in order to coordinate any required utility adjustments/relocations. It is estimated that two meetings with private utility companies will be required during the course of the project.

G. Administration/Management

The following administrative and management tasks will be required to successfully complete this project:

- Preparation of a project work plan which addresses schedule, deliverables, staffing, communication procedures and invoicing/progress reporting procedures
- Project administration set-up tasks
- Internal project team meetings/coordination
- Contract administration and budget control
- Invoice and billing reviews
- Subconsultant coordination

H. Wetland Coordination

V3 will prepare and submit a wetland jurisdictional determination request to the Army Corps of Engineers (ACOE) for the six wetlands identified in the Wetland Delineation and Assessment Report completed during the Phase I portion of the project. In addition, Wetland Impact Evaluation forms will be submitted to IDOT (along with the Wetland Report) for wetlands impacted as a result of the project.

I. QA/QC

A quality assurance/quality control plan will be prepared specifically for the project and will be implemented throughout the project's duration. Prior to each submittal of the construction documents, V3 will perform in-house quality reviews to ensure that the plans, special provisions, cost estimates and other computations or assumptions (which form the basis of the deliverable), are correct and meet the appropriate design standards and guidelines. Prior to the pre-final and final plan submittals, the V3 Construction Engineering Division will perform a constructability review.

J. Preliminary Site Investigation and CCDD Evaluation

V3 will complete a Limited Preliminary Site Investigation (PSI) and Clean Construction Demolition Debris (CCDD) Evaluation to achieve the following objectives:

- Determine if soils generated from trenching activities within the project limits meet the criteria for CCDD;
- Delineate soils (to the extent economically feasible) which meet CCDD criteria;
- Generate waste profile reports for impacted soils that do not meet CCDD criteria so these impacted soils can be transported as non-special waste during construction without stockpiling soils.

Recognized Environmental Conditions

The following Recognized Environmental Conditions (REC) were identified within the project limits:

- 10356 Heggs Road, Oswego, Illinois – Property owned by Waste Management II, Inc. and listed SPILLS, LUST (Incident No. 912715), UST site related to release of gasoline from UST. Diesel fuel and gasoline USTs registered to site address and both removed October 1, 1991. LUST release issued a No Further Remediation letter in 1994.
- Historical EJ&E Railroad Tracks along the east side of US Route 30

CCDD and Waste Profile Analytical Sampling

- Coordinate drilling contractor, and locate and clear underground utilities.
- Prepare Health and Safety Plan.
- Perform one day of drilling using direct-push methodology. Borings will be drilled to 10 feet below grade at up to six (6) boring locations. Obtain representative soil samples, field screen samples, and record field observations and soil descriptions.
- Four (4) of the six (6) boring locations will be drilled to assess for potential impact from the identified RECs.
- Evidence of contamination (i.e., odors, discoloration, staining) will be noted and the soils will be field-screened for the presence of volatile organic constituents utilizing a portable photoionization detector (PID).

Attachment A – Scope of Work

- Soil samples will be collected into laboratory-provided containers, preserved on ice and submitted to Illinois NELAP accredited laboratory using proper chain-of-custody procedures.
- To assess for potential impact from the identified RECs for CCDD screening, V3 will submit four (4) soil samples for a combination of the following laboratory analysis:
 - Benzene, toluene, ethylbenzene, xylenes (total) (BTEX)
 - Polynuclear Aromatic Hydrocarbons (PAHs)
 - RCRA (8) Metals
 - Total Lead
 - SPLP Chromium and Selenium (**Note:** Based on V3 experience, total chromium and selenium are often elevated based on naturally occurring conditions. SPLP included in the budget for these two metals.)
 - PCBs/Pesticides (1 sample)
 - pH
- Additional samples will be reserved for waste profiles if needed based on the results of the initial sampling. Cost for one (1) waste profile sample is included in the price.
- Laboratory sample analyses will be performed in accordance with EPA SW 846 methods.

Limited PSI and CCDD Report Preparation:

- Detected chemical concentrations in the analyzed samples will be compared to the Tier 1 soil remediation objectives (ROs) specified in 35 Illinois Administrative Code (IAC), Part 742 *Tiered Approach to Corrective Action Objectives* (TACO) for industrial/commercial and residential land use exposure routes, and the *Maximum Allowable Concentrations* (MACs) specified in 35 IAC Part 1100, Subpart F.
- V3 will provide a Limited PSI report documenting the results of the field investigation and laboratory testing and areas which can be classified as CCDD.
- Data analysis tables, laboratory reports, boring logs and boring locations will be appended to the report.
- Provide contaminated soil estimates and assist with completion of waste profiles.
- Provide detailed site figures with boring locations and outlining the impacted areas (if any).

LPC-663 Form Preparation

V3 will provide a CCDD certification package, LPC 663, to classify the extent of soils that meet the criteria to be accepted as “uncontaminated soil” at a CCDD fill site. Prepare and sign Illinois Environmental Protection Agency (IEPA) *Uncontaminated Soil Certification by Licenses Professional Engineer or Licensed Professional Geologist* LPC-663 forms, as appropriate based on findings.

Waste Profile Preparation:

Prepare waste profiles for soil areas that do not meet CCDD criteria and obtain Waste Management approval for accepting these non-special waste spoils.

K. Supplemental Geotechnical Studies

V3's subconsultant Rubino Engineering will perform three additional soil borings along existing Heggs Road from south of the proposed roadway re-alignment to US Route 30 in order to evaluate the extent to which materials can be balanced on site. Rubino Engineering will also obtain soil samples and perform evaluations to determine the mix design/application rate for cement stabilizing the soils within the roadway realignment area.

L. Provisions by the City

The City will provide the following information and data to V3:

- Any available as-built plans and survey of the project (if not previously provided during Phase I);
- Utility maps for water, sewer, street lighting, and traffic signals (if not previously provided during Phase I);
- Meeting rooms for meetings; and
- City design details, guidelines, and specifications.

ATTACHMENT B

COST ESTIMATE OF CONSULTANT SERVICES

AVERAGE HOURLY PROJECT RATES

FIRM
PTB
PRIME/SUPPLEMENT

V3 Companies
PRIME

DATE 07/10/17

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Supplemental Topographic Survey			Plat of Highways			Construction Document Preparation			Drainage Calculations			Permits		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Division Director	70.00	92	6.22%	4.36							24	3.30%	2.31						
Engineer I	28.77	92	6.22%	1.79							86	11.81%	3.40						
Engineer II	31.89	90	6.09%	1.94							82	11.26%	3.59						
Engineer III	34.51	212	14.34%	4.95							180	24.73%	8.53						
Design Technician III	32.81	200	13.53%	4.44	22	36.67%	12.03				174	23.90%	7.84						
Project Engineer I	39.12	65	4.40%	1.72							52	7.14%	2.79						
Project Engineer II	41.15	183	12.38%	5.10							40	5.49%	2.26	14	50.00%	20.58	115	40.93%	16.84
Project Manager	42.85	29	1.96%	0.84															
Project Manager II	54.51	74	5.01%	2.73							12	1.65%	0.90				35	12.46%	6.79
Project Surveyor II	29.46	30	2.03%	0.60	2	3.33%	0.98	28	43.75%	12.89									
Resident Engineer I	48.70	8	0.54%	0.26															
Project Scientist	36.82	56	3.79%	1.40													8	2.85%	1.05
Scientist III	31.65	26	1.76%	0.56													8	2.85%	0.90
Senior Project Engineer	46.47	225	15.22%	7.07							78	10.71%	4.98	14	50.00%	23.24	115	40.93%	19.02
Senior Project Manager	59.96	24	1.62%	0.97				16	25.00%	14.99									
Senior Project Manager - Transp/Muni	66.86	16	1.08%	0.72															
Survey Crew	31.30	56	3.79%	1.19	36	60.00%	18.78	20	31.25%	9.78									
TOTALS		1478	100%	\$40.64	60	100%	\$31.79	64	100%	\$37.66	728	100%	\$36.61	28	100%	\$43.81	281	100%	\$44.60

Attachment B

AVERAGE HOURLY PROJECT RATES

FIRM
PTB
PRIME/SUPPLEMENT

V3 Companies
PRIME

DATE 07/10/17

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Meetings/Field Checks/Coordination			Administration/Management			Wetland Coordination			Quality Assurance/Quality Control			PSI and CCDD Evaluation			Supplemental Geotechnical Evaluations		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Division Director	70.00	40	28.99%	20.29	24	52.17%	36.52				4	14.29%	10.00						
Engineer I	28.77	6	4.35%	1.25															
Engineer II	31.89	8	5.80%	1.85															
Engineer III	34.51	32	23.19%	8.00															
Design Technician III	32.81				4	8.70%	2.85												
Project Engineer I	39.12	9	6.52%	2.55	4	8.70%	3.40												
Project Engineer II	41.15	8	5.80%	2.39	6	13.04%	5.37												
Project Manager	42.85													29	36.71%	15.73			
Project Manager II	54.51	23	16.67%	9.09	4	8.70%	4.74												
Project Surveyor II	29.46																		
Resident Engineer I	48.70										8	28.57%	13.91						
Project Scientist	36.82													48	60.76%	22.37			
Scientist III	31.65							18	69.23%	21.91									
Senior Project Engineer	46.47	12	8.70%	4.04	4	8.70%	4.04							2	2.53%	1.18			
Senior Project Manager	59.96							8	30.77%	18.45									
Senior Project Manager - Transp/Muni	66.86										16	57.14%	38.21						
Survey Crew	31.30																		
TOTALS		138	100%	\$49.45	46	100%	\$56.92	26	100%	\$40.36	28	100%	\$62.12	79	100%	\$39.28	0	0%	\$0.00

ATTACHMENT C
DETAILED MANHOUR SUMMARY

Attachment C
Eola Road Realignment (South of Wolf's Crossing Road to US Route 30)
City of Aurora
Phase II Design Engineering Services
Detailed Manhour Summary

TASK	STAFFING								TOTAL Manhours
	Project Manager	Project Eng	Design Eng	CAD Tech	Project Surveyor	Field Survey Crew man (2)	Project Scientist	Scientist	
A. Supplemental Topographic Survey									
Recover / Establish Control						4			4
Location of new or missing topographic features within right of way.						22			22
Location of utility lines identified by SUE subconsultant.						10			10
Office work to process data files and create supplemental topographic mapping.		2		22					24
	0	2	0	22	0	36	0	0	60
B. Plat of Highways - US Route 30									
Right of Way document research / review.									
Field reconnaissance and survey of existing monumentation.	3								3
Office work to process data files and review boundary information.						4			4
Office drafting of overall Plat of Highways including witness point diagrams.	2				2				4
Field Monumentation of corners and witness point establishment.	3				24				27
Right of Way parcel and Easement parcel legal description preparation (2 properties anticipated)					2	16			18
	8								8
	16	0	0	0	28	20	0	0	64
C. Construction Document Preparation									
Cover Sheet (1 sheet)			4	4					8
Index of Sheets, Highway Standards, Commitments (1 sheet)		4	4						8
General Notes (1 sheet)		4	4						8
Summary of Quantities (2 sheets)	2	4	8	8					22
Schedules of Quantities (2 sheets)	2	8	8	6					24
Typical Sections (2 sheets)		8	14	8					30
Alignment Ties and Benchmarks (1 sheet)		4	8	10					22
Removal Plans (3 sheets)		10	18	8					36
Plan and Profile (3 sheets)	2	12	28	18					60
Maintenance of Traffic Notes and Typical Sections (US 30) (1 sheet)	2	4	4	4					14
Maintenance of Traffic Plan (US 30) (2 sheets)	2	8	8	10					28
Eola Road Detour Plan/Details/Notes (1 sheet)	2	4	10	8					24
Erosion and Sediment Control (3 sheets)		4	12	14					30
US 30/Relocated Eola Road Intersection Paving Details (1 sheet)		8	12	4					24
Pavement Marking/Signing/Landscaping Plans (4 sheets)	2	8	26	12					48
Proposed Traffic Signal Installation Plan (1 sheet)	2	8	28	12					50
Proposed Traffic Signal Cable Plan and Phase Des Diagram (1 sheet)		8	4	4					16
IDOT District 1 Traffic Signal Details (6 inserted sheets)			3	3					6
IDOT District 1 Mast Arm Mounted Sign Details (1 sheet)			4						4
Consultant Developed Construction Details (2 sheets)	2	4	20	10					36
IDOT District One/City of Aurora Details (assume 6 inserted sheets)			2	4					6
Culvert Details (2 sheets)	2	16	4	10					32
Cross Sections (70 sections total at 50' intervals)	4	16	63	17					100
									0
Special Provisions and Bid Documents	4	12	20						36
Estimate of Time		4	4						8
Estimate of Cost	4	4	10						18
Bidding Phase Assistance	4	10	16						30
	36	172	346	174	0	0	0	0	728
D. Erosion Control & BMP Calculations									
Best Management Practices for Water Quality		16							16
Erosion/Sediment Control Measures Sizing		12							12
	0	28	0	0	0	0	0	0	28
E. Permits									
City of Aurora (Kane County) Stormwater Management Permit Application (report narrative)	2	8							10
Permit Application Form (determine PIN #'s, legal description, owners signature, etc.)	3	8							11
Flowchart		2							2
Tab 1: Project Overview (BMP documentation)		10							10
Tab 2: Stormwater Submittal	4	32							36
Tab 3: Floodplain Submittal		0							0
Tab 4: Wetland Submittal	8	8					8	8	32
Tab 5: Plan Set Submittal	3	22							25
Tab 6: Security Submittal (cost estimate)	2	14							16
Tab 7: Variance Submittal		6							6
IDOT Final Stormwater Report Submittal									

TASK	STAFFING								TOTAL Manhours
	Project Manager	Project Eng	Design Eng	CAD Tech	Project Surveyor	Field Survey Crew man) (2	Project Scientist	Scientist	
a: Revise Report Narrative & Add Requested Documentation		8							8
b: Revise & Expand Overall Drainage Exhibits		12							12
c: Existing Drainage Plan (EDP): Plan & Profile Exhibits (US 30 only)	2	16							18
d: Proposed Drainage Plan (PDP): Plan & Profile Exhibits (Eloa & US 30)	3	20							23
e: Revised Ditch Capacity Calculations	2	6							8
f: Revise Ditch Geometry within Cross-Sections as needed		16							16
g: Revise Outlet & Culvert Calculations as needed	2	8							10
h: Address Additional IDOT Review Comments as needed	2	24							26
Stormwater Pollution Prevention Plan (SWPPP) & NPDES Permit Application (NOI Submittal)	2	10							12
	35	230	0	0	0	0	8	8	281
F. Meetings/Field Checks/Coordination									
Coordination/Meetings with Private Utility Companies	4		12						16
Phase II kick off meeting with City of Aurora	4		2						6
Site visits by design staff to evaluate and verify existing field conditions	4	2	4						10
Presentation of wetland impacts at a monthly IDOT/ACOE coordination meeting	4	2							6
Meetings with City of Aurora to discuss design issues, project status, schedule, etc (assume 3 meetings)	10	8	8						26
Phase II kick off meeting with IDOT-BLRS	3		3						6
Preliminary plan submittal review meeting with City of Aurora	6	3	3						12
Pre-Final plan review meeting with City of Aurora	6	3	3						12
Pre-Final plan review meeting with IDOT-BLRS	6	3	3						12
IDOT Detour Committee Meeting	2		2						4
Final plan review meeting with City of Aurora	6	3	3						12
Final plan review meeting with IDOT-BLRS	6	3	3						12
Meeting with IDOT-Land Acquisition to discuss US 30 Plat of Highways	2	2							4
	63	29	46	0	0	0	0	0	138
G. Administration/Management									
Prepare/modify project work plan, project administration set up tasks	4	2							6
Internal project team meetings	4	4	4	4					16
Contract administration/budget control/staffing planning/scheduling (1 hour/month for 12 mos)	8	4							12
Invoice and billing reviews (1 hour/month per 12 billing periods)	12								12
	28	10	4	4	0	0	0	0	46
H. Wetland Coordination									
Prepare/Submit Jurisdictional Determination Form to US Army Corps of Engineers	4							8	12
Prepare Wetland Impact Exhibits for entire project area (for submittal to IDOT)	4							10	14
	8	0	0	0	0	0	0	18	26
I. QA/QC									
Hours required to implement the QA/QC plan	16	12							28
	16	12	0	0	0	0	0	0	28
J. Preliminary Site Investigation (PSI) and CCDD Evaluation									
Project Coordination and HASP	4						2		6
Sampling & Analysis Work Plan	2								2
Mobilization, Boring Layout / Utility Clearance / Soil Sampling	1						10		11
Data Evaluation	1	1					2		4
Contaminated Soil Estimates / Management Plans	12						4		16
Limited PSI and CCDD Evaluation Report Preparation	4						24		28
LPC-663 Form Preparation	1	1					4		6
Waste Profile Preparation / Special Provision for Special Waste	4						2		6
	29	2	0	0	0	0	48	0	79
Total Hours	231	485	396	200	28	56	56	26	1478

ATTACHMENT D
GENERAL TERMS AND CONDITIONS



ATTACHMENT D
V3 COMPANIES
GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within forty-five (45) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.0% per month from said forty-fifth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any reasonable costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. In the event of termination by CLIENT, CLIENT shall only be liable for fees actually incurred by CONSULTANT up to the termination date.

6. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

7. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property

damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

8. FACSIMILE TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

9. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

10. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

11. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

12. CONTROLLING LAW / VENUE

This Agreement is to be governed by the law of the State of Illinois. Any actions related to this agreement shall be brought exclusively in the Kane County 16th Judicial Court or any federal court located in the State of Illinois.

13. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.
- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blue-line drawings for the project shall be supplied to CONSULTANT by CLIENT.
- d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
- e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
- f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
- g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.

ATTACHMENT E
RUBINO ENGINEERING PROPOSAL



PROPOSAL – CORES + SOIL TESTING

July 10, 2017

To: **Vincent J. Del Medico, P.E.**
*Director of Transportation &
Municipal Engineering*
V3 Companies
7325 Janes Avenue | Woodridge, IL
60517
Direct: 630.729.6320 | Phone:
630.724.9200 | Fax: 630.724.9202 |
Cell: 773.456.8531

Re: Proposal – Cores, IBV Testing, Cement
Stabilization Mix Design
US Route 30 & Eola Road Intersection
Improvements
Aurora, Illinois

Proposal No. Q17.295g

Via email: vdelmedico@v3co.com

Dear Mr. Del Medico,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project.

Rubino received a request for proposal from you via email on July 6, 2017.

PROJECT UNDERSTANDING

Rubino understands that V3 Companies is requesting additional information for the reconstruction US Route 30 at realignment of Eola Road in Aurora, Illinois. Cement stabilization is being considered for the realignment through the existing sod farm.

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access and Traffic Control

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the proposed core locations will be within existing paved areas and will therefore be accessible to a pickup truck.

Rubino understands that the existing sod farm will be harvested and therefore soil sampling can be performed without disturbing the sod.

Traffic control will consist of cones, Approach signage, and flaggers. Rubino anticipates that the drill rig will require full lane closure.

Hand Auger Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas, Rubino proposes to perform the pavement core with a Milwaukee Drill and a two foot diamond-bit core barrel, along with dynamic cone penetrometer (DCP) testing and hand auger sampling in the pavement core locations. Grab samples will be taken from the hand augers.

NUMBER OF CORES	IBV TESTING METHOD	DEPTH (FEET BEG*)	LOCATION
3	DCP	5 feet	Centerline of existing Heggs Road / Eola Road between the re-aligned roadway section and US 30 to the south. One boring directly north of C-06 (mid-way to C-07) and the remaining two borings directly south of C-06 (equally spaced between US 30 and C-06).

*BEG = below existing surface grade

Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

Sampling and Soil Classification

Soil classification will be performed by observing the soil on the auger flights. Soil sampling will include grab-sampling off the auger flights.

Completion of Cores

Upon completion of sampling, the cores will be backfilled with soil cuttings and capped with asphalt cold patch or Quikrete. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	3	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	3	Shelby Tube, Cohesive Samples
Organic Content	3	Split spoon, bulk, or Shelby Tube

Laboratory Testing – FDR Mix Design

Additional samples will be obtained in the existing sod farm at regular intervals. If the soils have similar classifications, they will be combined to form a bulk sample. The samples obtained then will be transported to the laboratory for Full Depth Reclamation (FDR) Mix Design.

The mix design will be performed in accordance with the IDOT Special Provision for Full Depth Reclamation with Cement, December 2012. Up to **3 composite tests** will be prepared in the laboratory for unconfined compression testing.

Rubino will utilize cement we currently have in our laboratory. If a specific cement source is defined, please provide the cement to us prior to mobilization.

Other additives for chemical stabilization could include lime, lime kiln dust, or fly ash.

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade Stability*
 - *Estimated IBV value at each boring location*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to V3 Companies.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 3 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2

Laboratory Testing / Mix Design	15
Preparation of the Geotechnical Report	5

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

SPECIAL INSTRUCTIONS

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Cores + IBV	Coring, Soil Testing, and Report Preparation:	\$1,000.00	
Traffic Control	Flaggers and approach signage:	\$1,000.00	
Mix Design	Cement Stabilization Mix Design (3 points):	\$1,995.00	
		\$3,995.00	Total

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Coring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino 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. Rubino will proceed with the work upon receipt of authorization.


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

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



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

MAL/file

Attachments: Proposal Acceptance and Data Sheet
 Schedule of Services and Fees
 General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____ , 201_.
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.
2017 Schedule of Geotechnical Services & Fees

CORING SERVICES

Project Engineer/Manager	Per Hour	\$	125.00
Staff Engineer	Per Hour	\$	91.00
Material Tester 1 (Coring)	Per Hour	\$	91.00
Coring Equipment (vehicle, Milwaukee core rig, generator)	Per Day	\$	200.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	6.00
Atterberg Limits Determination (LL, PL)	Each	\$	85.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 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 Monday through Friday, before 8:00 AM or after 5:00 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 Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 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 charge of 4 hours.
- 10) For all Rubino 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) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by 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 fees 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)~~ ^{forty-five (45)} 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)~~ ^{forty-five (45)} day period at the rate of ~~eighteen (18)~~ ^{twelve (12)} 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.~~ ML

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 \$25,000.00 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.~~ ML

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.~~ ^{reasonable} ML

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.~~ ML

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 or 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.

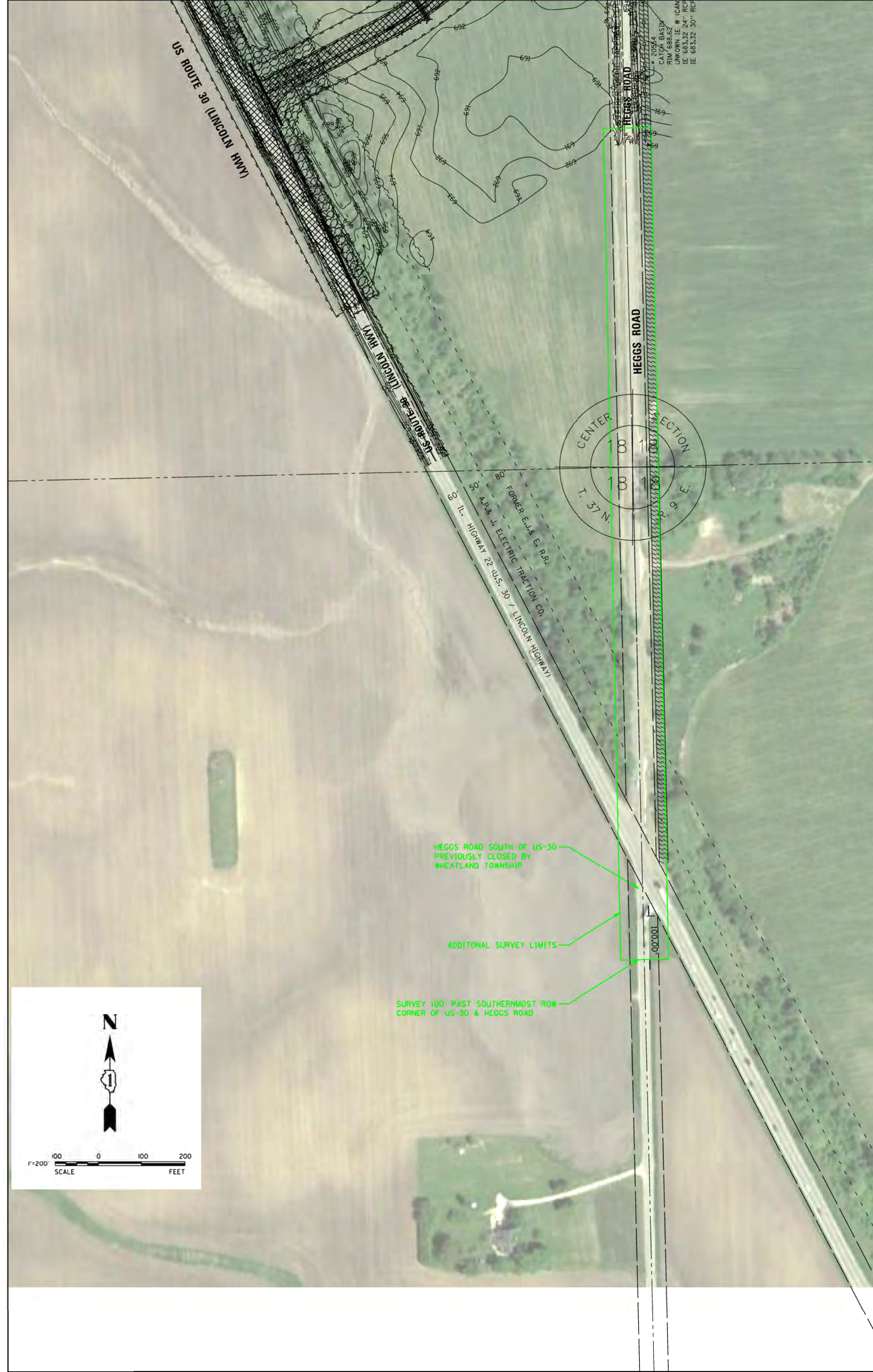
14. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall 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.

16. Controlling law/venue: This agreement is to be governed by the law of the state of Illinois. Any Actions related to this agreement shall be brought exclusively in the Kane County 16th Judicial circuit or any federal court located in the State of Illinois ML

EXHIBIT 1

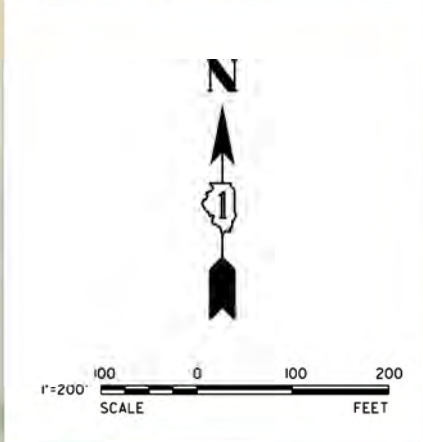
SUPPLEMENTAL TOPOGRAPHIC SURVEY LIMITS



HEGGS ROAD SOUTH OF US-30
PREVIOUSLY CLOSED BY
WHEATLAND TOWNSHIP

ADDITIONAL SURVEY LIMITS

SURVEY 100' PAST SOUTHERNMOST ROW
CORNER OF US-30 & HEGGS ROAD



USER NAME : bhar-t 7325 JAMES AVENUE WOODRIDGE, IL 60517 830.724.9200 PHONE 830.724.9202 FAX WWW.V3CO.COM	DESIGNED	REVISION	CITY OF AURORA EOLA ROAD REALIGNMENT	EXHIBIT 1 SHEET 1 OF 1 SHEETS STA. TO STA.	F.A. FILE SECTION COUNTY TOTAL SHEET NO. SHEETS	CONTRACT NO. ILLINOIS FED. AID PROJECT
	DRAWN CHECKED DATE	REVISION REVISION REVISION REVISION				

