



**HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2**

THIS AMENDMENT, made this 1st day of August, 2019 by and between, THE CITY OF AURORA, ILLINOIS (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Downtown Two-Way Conversion
Phase II – Contract Plans, Specifications and Estimates

hereby amends the original Professional Services Agreement dated June 8, 2016 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

1.0 Project Understanding

General Understanding

CLIENT intends to convert both Galena Boulevard (currently one-way eastbound) and New York Street (currently one-way westbound) to two-way traffic, between Lake Street and Broadway Avenue. The project will provide for the signing and pavement marking necessary to accommodate two-way traffic along Galena Boulevard and New York Street within these segments. Associated traffic signal modifications at the following seven (7) intersections will also be provided:

- Galena Boulevard at Lake Street
- Galena Boulevard at River Street
- Galena Boulevard at Stolp Avenue
- Galena Boulevard at Broadway Avenue
- New York Street at Lake Street
- New York Street at River Street
- New York Street at Broadway Avenue

CLIENT also intends to convert Downer Place from one-way to two-way traffic, between Broadway Avenue and Lincoln Avenue. COMPANY is under contract (Purchase Order #283937, dated August 11, 2016) for the Phase II engineering services required for the conversion of Downer Place, Galena Boulevard and New York Street from one-way to two-way traffic within the segments described above. These services include, but are not limited to, the preparation of Intersection Design Studies (IDS's), contract plans, specifications and estimates. Only local funding is being utilized for the project. Since there is no State and/or Federal funding involved, the project will be on a local letting. Due to the proposed work at Lake Street and Broadway Avenue, those five (5) IDS's (including Downer Place/Broadway Avenue) as well as the plans and specifications require review and approval by the Illinois Department of Transportation (IDOT). It was assumed that no Phase I studies would be required for this project.

Subsequent to the authorization of the original agreement, CLIENT requested that COMPANY include the conversion of Broadway Avenue from a four-lane to a three-lane cross-section between Benton Street and New York Street in the aforementioned plans, specifications and estimates. Due to the proposed work at the intersection of Benton Street and Broadway Avenue, CLIENT's request necessitated the preparation of one (1) additional IDS requiring IDOT review and approval.

The initial IDS's were submitted to IDOT for review on October 13, 2016. As a result of that initial review, IDOT requested updated 12-hour traffic counts and projections for the six (6) intersections



involving Lake Street and Broadway Avenue. Coordination and execution of the additional traffic counts and analyses requested by IDOT was not included in the scope of the original agreement. The traffic counts used in the initial IDS were provided by CLIENT, courtesy of their Centralized Traffic Management System (CTMS).

Also subsequent to the authorization of the original agreement, CLIENT requested that the conversion of Downer Place from one-way to two-way traffic (between Broadway Avenue and Lincoln Avenue) be advanced as a separate, stand-alone project. CLIENT desired that this portion of the project be permitted ahead of the rest so the signing, pavement marking and traffic signal work could coincide with a sewer construction project. The work along Downer Place has since been completed.

AMENDMENT #1, dated May 11, 2017, added the following tasks to the scope of services:

- Inclusion of Broadway Avenue lane reconfiguration from four (4) lanes to three (3) lanes in the plans, specifications and estimates;
- IDS for Broadway Avenue at Benton Street (due to lane reconfiguration);
- Traffic counts at six (6) intersections (due to IDOT comments), as well as subsequent coordination of revised 2040 projections with the Chicago Metropolitan Agency for Planning (CMAP) and redistribution of design traffic throughout the project street network;
- Permitting of Downer Place two-way conversion as a separate, stand-alone project; and
- Additional meetings and coordination.

The project was placed on hold in early 2017 due to a lack of support from Hollywood Casino for the proposed changes along Galena Boulevard and New York Street, and from IDOT for the proposed changes along Broadway Avenue. CLIENT has been in recent discussions with Hollywood Casino and intends to advance the conversion of Galena Boulevard and New York Street from one-way to two-way traffic, between Lake Street and Broadway Avenue. CLIENT also intends to advance improvements to Broadway Avenue under a new concept plan, which consists of widening the existing four-lane section instead of reducing the number of lanes. Due to the proposed widening along Broadway Avenue, approximately 25 to 30 existing sidewalk vaults will need to be closed and filled.

In general, AMENDMENT #2 governs the following additional tasks requested by CLIENT, which were not included in the scope of the original agreement or AMENDMENT #1:

- Inclusion of Broadway Avenue widening and resurfacing in the development of the IDS's, plans, specifications and estimates;
- Updated 2050 traffic projections from Chicago Metropolitan Agency for Planning (CMAP), for comparison purposes only;
- The addition of roadway profiles, drainage and water main plan and profiles, quantity schedules, maintenance of traffic plans, typical sections, intersection pavement elevation plans and cross-sections;
- Inclusion of structural plans and specifications for the closing/filling of sidewalk vaults along Broadway Avenue; and
- Additional meetings and coordination.

For the purposes of this supplemental agreement, it is assumed that the Phase II engineering services will conclude on or before June 30, 2020.

Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. Manual on Uniform Traffic Control Devices (MUTCD);



- B. IDOT District One, Traffic Signal Design Guidelines;
- C. City of Aurora, Standard Specifications for Improvements (as applicable);
- D. IDOT Bureau of Local Roads and Streets (BLR) Manual (as applicable); and
- E. IDOT Bureau of Design and Environment (BDE) Manual (as applicable).

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Downer Place Permit

No additional services will be needed for the Downer Place Permit project. This portion of the project has been completed. Proposed changes to the Downer Place intersection with Broadway Avenue will be included in the Broadway Avenue Widening (See Section 2.5).

2.2 Galena Boulevard and New York Street

A. Early Coordination, Data Collection and Review

No additional services will be needed for this item.

B. Survey Services

No additional services will be needed for this item.

C. Intersection Design Studies (IDS)

No additional services will be needed for this item.

D. Preparation of Contract Plans, Specifications and Estimates

As a result of recent comments provided by CLIENT, COMPANY will revise the signing and pavement marking plans, and the traffic signal modification plans.

2.3 Meetings and General Coordination

A. Two (2) persons from COMPANY will attend the following meetings:

1. Three (3) meetings at CLIENT to discuss the plan in progress and/or any CLIENT review comments; and
2. One (1) meeting at IDOT to discuss the plan in progress and/or any IDOT review comments.

This item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings.

B. COMPANY will conduct general coordination throughout the duration of the project with CLIENT, IDOT and the various utility companies having facilities within the project limits along Broadway Avenue. This item includes, but is not limited to: letters, telephone, e-mail correspondence, and filing of information.

2.4 Administration

COMPANY will conduct general project administration throughout the **extended** duration of the project, including management and oversight of the project team; periodic review of the project execution; document control; scope, schedule and budget monitoring; billing and invoicing; contract file management; and preparation of monthly progress reports. For the purposes of this agreement, it is assumed that the project will conclude on or before June 30, 2020.



COMPANY will also conduct general administrative tasks associated with the development and execution of this AMENDMENT.

2.5 Broadway Avenue Widening

A. Intersection Design Studies

COMPANY will revise the IDS and supporting documentation for the following three (3) intersections with Broadway Avenue: Downer Place, Galena Boulevard and New York Street. Each IDS and the supporting documentation will be revised per CLIENT's new concept plan for Broadway Avenue. The IDS and supporting documentation will be submitted to CLIENT and IDOT for review and approval at the 90 percent and 100 percent milestones. It is assumed that only two (2) submittals will be required to obtain CLIENT and IDOT approval. IDS preparation will include the following:

1. Utilizing existing traffic count information, COMPANY will solicit 2050 average daily traffic (ADT) projections from CMAP. The 2050 traffic projections will be compared to the current 2040 projections. However, the IDS's will not be updated to reflect the 2050 projections. The 2050 projections will be used as documentation in the event they are requested by IDOT.
2. Using the current 2040 DHV's, COMPANY will revise the existing and 2040 capacity analyses for both the AM and PM peak periods, based on the new concept plan for Broadway Avenue. The capacity analyses will be completed using the Highway Capacity Software (HCS).
3. Based on the results of the capacity analyses, COMPANY will develop proposed revisions to the existing intersection channelization to accommodate the New York Street and Galena Boulevard conversion from one-way to two-way traffic, while also accommodating the new Broadway Avenue concept plan.
4. COMPANY will update the IDS exhibits to show the revised channelization, capacity analysis results and general design considerations using the standard IDOT format. Autoturn simulations of the design vehicle (single-unit truck) along with the IDOT requested WB-65 turning movements will be included with the IDS.
5. BDE 3100 (Design Exception Request Project Identification) will be completed for each design element that does not meet BDE policy.

B. Preparation of Contract Plans, Specifications and Estimates

COMPANY will revise and expand the contract plans, specifications and estimates based on the new concept plan for widening Broadway Avenue, between Benton Street and New York Street. The plans, specifications and estimates will be submitted to CLIENT and IDOT for review and approval at the 90 percent and 100 percent milestones. It is assumed that only two (2) submittals will be required to obtain CLIENT and IDOT approval. The plans will not be submitted to any other agency.

1. Roadway Widening Plans

COMPANY will need to prepare the following additional plans in order to accommodate the widening of Broadway Avenue:



Item	No. of Additional Sheets
Pavement Schedule*	1
Drainage and Water Main Schedule*	1
Typical Sections	1
Removal Plans	2
Roadway Plan and Profiles	3
Maintenance of Traffic Plans	5
Drainage and Water Main Plan and Profiles	3
Intersection Elevation Plans	4
Landscaping Plans	3
Miscellaneous Details	2
Cross-Sections	8
Total No. of Additional Sheets	33

*Item includes the tabulation and checking of all applicable pay items.

Indices, General Notes and Summary of Quantities

COMPANY will revise the Index of Sheets/Highways Standards, General Notes and Summary of Quantities as a result of the plan updates. The number of sheets will remain the same as provided under the original agreement.

Signing and Pavement Marking Plans

COMPANY will revise the Signing and Pavement Marking Plans as a result of the plan updates. The number of sheets will remain the same as provided under ADDENDUM #1.

2. Traffic Signal Modification Plans

COMPANY will revise the traffic signal modification plans for the following intersections with Broadway Avenue: New York Street, Galena Boulevard, Downer Place and Benton Street. In general, the modifications will consist of phasing changes and the relocation or replacement of traffic signal heads and their cables. However, it is possible that that some mast arm, traffic signal post and controller foundations will need to be moved. Neither an interconnect plan, nor an interconnect schematic will be provided. It is assumed that additional sheets will not be required. System re-optimization will be provided by CLIENT through its CTMS. Temporary traffic signal plans will also not be provided. The revising, tabulation and checking of pay items and quantities will also be performed as part of the updating of traffic signal sheets.



3. Specifications

COMPANY will revise and expand the following specifications (as applicable) for inclusion in the contract documents:

- a. Supplemental Specifications and Recurring Special Provisions;
- b. Project Specific Special Provisions;
- c. IDOT District One Traffic Signal Specifications;
- d. BLR Special Provisions; and
- e. BDE Special Provisions.

4. Estimates

COMPANY will update the following estimates for the project and submit to CLIENT for review and approval at the 90 percent and 100 percent milestones:

- a. EOPC; and
- b. EOT needed for construction of the proposed improvements.

5. Quality Assurance and Quality Control

COMPANY will provide Quality Assurance and Quality Control (QA/QC) in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection and rating of subconsultants, and monitoring of deliverables.

COMPANY will perform the following QA/QC reviews prior to each of the designated milestone submittals:

- a. Quality Control Check – Project Manager;
- b. Peer Review – Senior Engineer not involved with the project on a daily basis; and
- c. Constructability Review – Construction Personnel.

6. Pavement Cores

COMPANY will subcontract the services of Rubino Engineering, Inc. (RUBINO) to obtain pavement cores along Broadway Avenue. RUBINO will obtain six (6) pavement cores between Benton Street and New York Street, two (2) per block. COMPANY will coordinate with RUBINO and incorporate their results into the contract plans.

7. Lighting Plans

CLIENT will provide lighting plans and specifications for COMPANY to include in the overall contract documents. COMPANY will also review the lighting plans for conflicts with the other proposed improvements.

2.6 Miscellaneous

No additional services will be needed for this item.

2.7 Sidewalk Vaults

COMPANY will inspect multiple sidewalk vaults on each side of Broadway Avenue, between Benton Street and New York Street. Due to the proposed roadway widening, the vaults will need to be closed and filled. Some vaults have been filled as part of previous projects, and the exact



number of remaining vaults is unknown. For the purposes of ADDENDUM #2, COMPANY estimates a total of 25 to 30 unfilled vaults remain in the three (3) block section between Benton Street and New York Street.

In order to narrow down the number of potential vault investigations, COMPANY has included the services of the Underground Detective, which will utilize ground penetrating radar (GPR) to locate reinforced structural slabs under sidewalk slabs in the subject three (3) block section. This information will allow COMPANY to more accurately show the vaults on the roadway plans and more effectively coordinate access. This information will also help determine what building utilities will be impacted by filling a vault, as well as the extent of new basement wall required to close the vault without damaging the building. CLIENT understands that some vaults may not be accessible and their condition may not be fully understood until the sidewalk covering them is removed during construction.

A. Pick-Up Survey

COMPANY will survey vault limit markings in order to show the most accurate information on the plans. Additional pick-up survey will be obtained as needed. COMPANY will also convert the CLIENT provided survey from AutoCAD to Microstation.

B. Vault Inspection

1. CLIENT will coordinate access to the sidewalk vaults with the respective building owners. Once CLIENT establishes the contact and arranges for a site meeting, COMPANY will inspect the interior of the vaults.
2. COMPANY will inspect the interior of the vaults (along Broadway Avenue, between Benton Street and New York Street), which will include the following tasks:
 - a. Measurements of the interior of the vaults.
 - b. Locations of existing building, private and city-owned utilities within the vault. The utilities anticipated to be inside the vaults are: building utilities (phone lines, fuse boxes), private utilities (gas, electric, cable) and city utilities (water meters and sewer cleanouts).
 - c. Recommendations on the utilities that will need to be moved in order to fill the vault. COMPANY will try to determine if electrical panels, meters, telephone equipment and gas meters are still in use.
 - d. Observations regarding the condition of walls between the vault and the building basement.
 - e. Observations regarding the building type and a recommended wall type to avoid damage to each existing building.
3. From within the basement, COMPANY will determine if a new wall to retain the vault fill can be supported. This will include a review of the condition of the existing first floor of the building, basement floor, etc., as pressure from the fill will translate into new lateral loads on the floors. COMPANY will also identify any apparent drainage problems.
4. COMPANY will provide an inspection report for each building. This letter report or informal memorandum will document the results of the field work along with COMPANY recommendations. These recommendations might include relocation of building equipment and utilities (meters, load panels, etc.) by the building owner, as well as public and privately owned utilities within the vault. As CLIENT reviews the recommendations, COMPANY will initiate coordination with private utilities within public right-of-way.



C. Design and Detail

COMPANY will design and detail basement wall modifications and vault fill schemes. COMPANY will also identify utilities to be relocated by others and include details for infill walls and waterproofing. Moving building utilities will be a generic item for the contractor in the plans. Electrical engineering or wiring diagrams for new building electrical panels will not be provided. The vault details, specifications and estimates will be added to the overall contract documents.

COMPANY will continue to provide QA/QC in accordance with COMPANY's current QM as defined above in Section 2.5(B)(5).

3.0 Deliverables Included in this Contract

The following deliverables will be generated for this project and are included in this AMENDMENT:

- A. Revised IDS, HCS and BDE 3100 for three (3) Broadway Avenue intersections (New York Street, Galena Boulevard and Downer Place);
- B. One (1) overall, combined set of revised plans, specifications and estimates for the New York Street two-way conversion, Galena Boulevard two-way conversion, Broadway Avenue widening and the closing and filling of sidewalk vaults along Broadway Avenue;
- C. Pavement core report; and
- D. Sidewalk vault inspection report.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- A. Plat of Highways;
- B. Full topographic survey;
- C. Traffic projection modifications;
- D. Traffic signal modifications other than those required to accommodate the improvements defined herein;
- E. New traffic signal installations;
- F. Temporary traffic signal plans;
- G. Interconnect plans and/or schematics;
- H. Accident analyses;
- I. Screening for, and/or identification of, any hazardous materials within or adjacent to the sidewalk vaults (responsibility will be placed on contractor via special provisions);
- J. Phase I reports and/or environmental coordination;
- K. Preparation of contractor bid documents and/or contractor bid review; and
- L. Construction layout and/or construction observation.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

The geotechnical services associated with the pavement cores will be provided by Rubino Engineering, Inc. of Elgin, Illinois. See Attachment B.



The subsurface exploration services associated with GPR will be provided by the Underground Detective of Cincinnati, Ohio. See Attachment C.

6.0 Client Responsibilities

CLIENT will be responsible for providing the following:

- A. Full topographic survey along Broadway Avenue (provided June 26, 2019);
- B. Lighting plans, specifications and estimates (to be inserted into the contract plans);
- C. SYNCHRO analysis;
- D. Accident analysis; and
- E. Coordinating access to sidewalk vaults with the respective building owners.

COMPANY Project Number: 88160255

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

Time and Materials Not to Exceed to be increased by One Hundred Seventy-Five Thousand Two Hundred Seventy-Eight and 00/100 Dollars (\$175,278.00)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Three Hundred Sixty-Four Thousand Three Hundred Eighty-One and 74/00 Dollars (\$364,381.74)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.


THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

CITY OF AURORA

HR GREEN, INC.

By: _____

By  Andrew Mrowicki, Vice President

AVERAGE HOURLY PROJECT RATES

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

DATE 08/01/19

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			2.1 - Downer Place			2.2 - Galena Boulevard and			2.2A - Early Coordination,			2.2B - Survey Services			2.2C - Intersection Design Stud		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Director	70.00	56.0	4.84%	3.39															
Senior Engineer	70.00	250.0	21.63%	15.14															
Project Engineer II	44.58	342.0	29.58%	13.19															
Project Engineer I	36.56	202.0	17.47%	6.39															
Senior Design Technician	37.77	120.0	10.38%	3.92															
Design Technician I	23.92	116.0	10.03%	2.40															
PLS II	44.65	16.0	1.38%	0.62															
Administrative Manager	38.88	54.0	4.67%	1.82															
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TOTALS		1156.0	100%	\$46.86	0.0	0.00%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

AVERAGE HOURLY PROJECT RATES

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

DATE 08/01/19
SHEET 2 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	2.2D - Preparation of Contract			2.3 - Meetings and Coordinatio			2.4 - Administration			2.5 - Broadway Avenue Widen			2.5A - Intersection Design Stud			2.5B - Preparation of Contract		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Director	70.00				14	14.00%	9.80	10	25.00%	17.50							32	7.14%	5.00
Senior Engineer	70.00				18	18.00%	12.60												
Project Engineer II	44.58	8	25.00%	11.15	64	64.00%	28.53	20	50.00%	22.29				38	36.54%	16.29	148	33.04%	14.73
Project Engineer I	36.56	12	37.50%	13.71										34	32.69%	11.95	156	34.82%	12.73
Senior Design Technician	37.77																40	8.93%	3.37
Design Technician I	23.92	12	37.50%	8.97										32	30.77%	7.36	72	16.07%	3.84
PLS II	44.65																		
Administrative Manager	38.88				4	4.00%	1.56	10	25.00%	9.72									
TOTALS		32.0	100%	\$33.83	100.0	100%	\$52.49	40.0	100%	\$49.51	0.0	0%	\$0.00	104.0	100%	\$35.60	448.0	100%	\$39.67

AVERAGE HOURLY PROJECT RATES

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

DATE 08/01/19
SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	2.6 - Miscellaneous			2.7 - Sidewalk Vaults			2.7A - Pick-Up Survey			2.7B - Vault Inspection			2.7C - Design and Detail			Hours	% Part.	Wgtd Avg	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg				
Regional Director	70.00																			
Senior Engineer	70.00										96	68.57%	48.00	136	50.75%	35.52				
Project Engineer II	44.58							8	33.33%	14.86	16	11.43%	5.09	40	14.93%	6.65				
Project Engineer I	36.56																			
Senior Design Technician	37.77													80	29.85%	11.27				
Design Technician I	23.92																			
PLS II	44.65							16	66.67%	29.77										
Administrative Manager	38.88										28	20.00%	7.78	12	4.48%	1.74				
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	24.0	100%	\$44.63	140.0	100%	\$60.87	268.0	100%	\$55.19	0.0	0%	\$0.00	



July 18, 2019

To: Matthew Feller, PE, PTOE
Project Engineer
HR Green, Inc.
651 Prairie Pointe Drive, Suite 201
Yorkville, Illinois 60560-6506
Main: 630.553.7560

Re: Proposal – Pavement Cores
Proposed Broadway Avenue Widening
Broadway Avenue - Benton St to New York St
Aurora, Illinois

Proposal No. Q19.303g REV1

Via email: mfeller@hrgreen.com

Dear Mr. Feller,

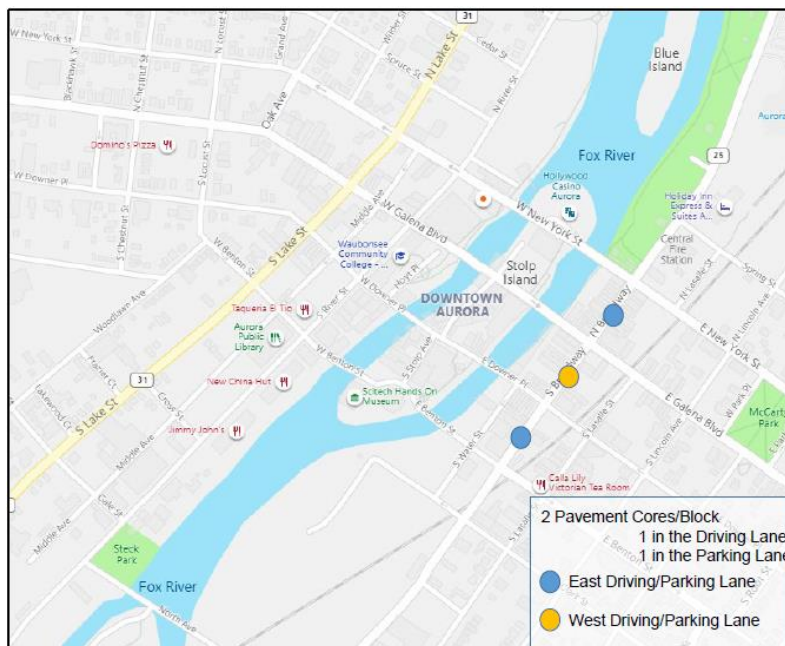
Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide coring services for the above referenced project. Rubino received a request for proposal from Matthew Feller of HR Green, Inc. via email on July 10, 2019.

PROJECT UNDERSTANDING

Rubino understands that the City of Aurora is planning to widen Broadway Avenue between Benton Street and New York Street in downtown Aurora.

Information received:

- RFP Email from Matthew Feller of HR Green, Inc. on July 10, 2019.
- Drawing – “Pavement Core Locations” prepared by HR Green, Inc. and received by Rubino on July 10, 2019.



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 pavement coring on 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.

Traffic control will consist of cones, approach signage, and an attenuator truck, as necessary. Rubino anticipates that the coring equipment will require partial or full lane closure.

Rubino assumes that the cores within the parking lane will already be blocked off prior to mobilizing to the site.

Core Locations

Rubino will locate the cores in the field by measuring distances from known, fixed site features. Core locations will be coordinated with HR Green, Inc. prior to mobilization.



Exhibit 1) Showing one pavement core in the drive lane and one pavement core in the parking lane on the east side of Broadway Avenue between New York Street and Galena Boulevard



Exhibit 2) Showing one pavement core in the drive lane and one pavement core in the parking lane on the west side of Broadway Avenue between Galena Boulevard and Downer Place



Exhibit 3) Showing one pavement core in the drive lane and one pavement core in the parking lane on the east side of Broadway Avenue between Downer Place and Benton Street

Pavement Coring

To obtain data to evaluate subsurface conditions within the proposed pavement reconstruction areas, Rubino proposes to perform the pavement core with a Milwaukee Drill and a two-foot diamond-bit core barrel in the pavement core locations.

NUMBER OF CORES W/SUBBASE THICKNESS DETERMINATION	MAX DEPTH	LOCATION
2	2 feet below pavement surface	East side of Broadway Avenue between New York Street and Galena Boulevard
2	2 feet below pavement surface	West side of Broadway Avenue between Galena Boulevard and Downer Place
2	2 feet below pavement surface	East side of Broadway Avenue between Downer Place and Benton Street

*BEG = below existing grade

Completion of Cores

Upon completion of sampling, the cores will be backfilled and capped with asphalt cold patch. Some damage to ground surface may result from the coring operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the core holes are included.

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

CORE REPORT

Upon completion of field and laboratory work, Rubino will prepare a **Core Summary Report** using the collected data. The report will include the following:

- *Summary of client-provided project information and report basis*
- *Core Location Plan*
- *Photo documentation of field conditions and core specimens*
- *Subbase stone thickness*

An electronic copy of the report will be provided. The report will be addressed to HR Green, Inc.

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
Field work including site layout, mobilization, and coring	5 – 10
Preparation of the Field 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 results can be made to appropriate parties upon completion of the field investigation.

Rubino will need to receive a signed copy of this proposal intact prior to mobilizing.

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:

Task	Unit Rate x Qty	Unit	Total
Site Layout	\$ 350 x 1	Per trip	\$ 350
Pavement Cores	\$ 175 x 6	Per core	\$ 1,050
Report Preparation	\$ 500	Lump sum	\$ 500
Traffic Control	\$ 2,000 x 1	Per day	\$ 2,000
IDOT Permit	\$ 500 x 1	Lump Sum	\$ 500
Grand Total			\$ 4,400

Please see the attached fee schedule for additional unit rates for services requested after issuing the field 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.

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



Anthony T. Tomaras
Project Manager

**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.

Rubino Engineering, Inc.
2018 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

Sieve Analysis (washed)	Each	\$	85.00
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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.

Client#: 1171577

RUBINENG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2018

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PSB0003777	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001881	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PSE0002142	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PSW0002789	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		RDP0033808	09/01/2018	09/01/2019	\$ 2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is written on a 'claims made' policy form.

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

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

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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" 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 services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services 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 services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services 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 services. 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 services 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 SERVICES: 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 services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services 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 services. 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 services 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 services 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 perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. 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 and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services 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 services 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 services 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 services 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. Release of such lien shall be given only when payment in full has been received for services duly rendered. 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. STANDARD OF CARE: 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. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. 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: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

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. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. 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.

14. NO HIRE: 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.

15. 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, CERCLA, 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, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. 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.

17. 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.

Rubino Engineering, Inc.

Estimate

Date	Number
6/12/2019	58806

Page 1 of 1

The Underground Detective

9192 Colerain Ave
Cincinnati, OH 45251
888-747-3799
888-671-2508
info@ugdet.com
www.UgDet.com



Bill To Address:		Job Location	
HR Green A/P 420 N Frint St Mchenry, IL 60050-5528		Robert Davies S Broadway & E Benton St Aurora, IL 60505	
Description			Total
Utility Location Service -Scan sidewalk on Broadway between New York St & Benton St to look for approx 32 vaults using ground penetrating radar (350, 400 or 450MHz antenna -GPR is limited by high-conductivity materials such as clay, rocky, and salt contaminated soils. It also needs a fairly open and flat area to conduct the survey. How deep you will see voids depends on these factors. Sandy and dry soils are ideal -All utilities located will be indicated on the ground with marking flags and/or paint as per the national color code. -Will provide a color coded non-survey grade google map of our findings.			\$5,800.00
We appreciate the opportunity! Schedule online at www.UndergroundDetective.com			Total: \$5,800.00

Due to the uncertainty in locating underground utilities, we are unable to give an exact sum of this project. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practice. All agreements contingent upon accidents or delays beyond our control. Work may not be done in consecutive days. By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees.

With the uncertainty in locating underground utility facilities including those which are plastic, non-conductive, or otherwise unable to be located during scanning and/or limitations of technology including water leak detection, the undersigned ("customer") hereby acknowledges and agrees that The Underground Detective of Greater Cincinnati ("UD") shall have no responsibility for Customer's or Customer's designee's excavation of any underground facility, whether marked or unmarked by UD. Customer further acknowledges and agrees that: (1) he or she hereby assumes, without limitation, all risks of loss and liability relating to or arising out of such excavation by Customer or any third party, including, but not limited to any damage to any underground facility; and (b) there have been no affirmations of fact or promise by UD which relate to services to be provided by UD other than specified in UD's written project proposal delivered in connection with this Disclaimer.

Customer agrees to assume liability for, and does hereby agree to indemnify, release, protect, save, hold harmless and covenant not to sue UD including its member, officers, directors, agents, employees, assigns, successors, and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, causes of action, judgements, liens, claims (including, without limitation, claim involving strict, absolute, or vicarious liability), suits, costs, expenses or proceedings (including, without limitation, legal fees) of any kind or nature whatsoever, which may be imposed on, incurred or asserted against UD, by any other person, in for the location of underground facilities or the related excavation by Customer or any third party. The terms of this Disclaimer shall take precedence over any contradictory, different or additional terms in any written terms relating to this subject matter.

Signature:	Print Name:	Date:
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