

Local Public Agency City of Aurora	LOCAL AGENCY	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Christopher B. Burke Engineering, Ltd.
County Kane				Address 9575 W Higgins Road, Suite 600
Section 16-00312-00-BT				City Rosemont
Project No. WDHA(838)				State IL
Job No. C-91-251-16				Zip Code 60018
Contact Name/Phone/E-mail Address Robert Greene / 630.256.3241 rgreene@aurora-il.org				Contact Name/Phone/E-mail Address W. Daniel Crosson, PE / 847.823.0500 dcrosson@cbbel.com

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

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

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

Project Description

Name Edgelawn Drive Bikeway Route FAP 2504 Length 3.9 miles Structure No. -

Termini Indian Trail to Gilman Trail

Description: The work consists of the widening of the existing shoulder to accommodate a bike lane, pavement markings for bike lanes and shared-lane markings on roadways, pavement repair, signage, ADA compliant ramps, as well as all incidental and collateral work necessary to complete the project.

Agreement Provisions

I. THE ENGINEER AGREES,

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

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- ☐ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - ☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - ☒ g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - ☐ h. Geometric control including all construction staking and construction layouts.
 - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - ☒ j. Measurement and computation of pay items.
 - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - ☒ l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
 - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

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

II. THE LPA AGREES,

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

Cost Plus Fixed Fee Formulas

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

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

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

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

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

☐ With Retainage

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

☒ Without Retainage

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

III. It is Mutually Agreed,

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

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

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

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

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	36-3468939	53,738.35
Sub-Consultants:	TIN Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	3,851.00
Sub-Consultant Total:		3,851.00
Prime Consultant Total:		53,738.35
Total for all Work:		57,589.35

Executed by the LPA:

City of Aurora
(Municipality/Township/County)

ATTEST:

By: _____

Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

Christopher B. Burke Engineering, Ltd.

ATTEST:

By: _____
Title: _____

By: _____
Michael Kerr, PE
Title: _____ President

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	Christopher B. Burke Engineering, Ltd.	DATE	11/19/20
PRIME/SUPPLEMENT		PTB NO.	
CONTRACT TERM	3 MONTHS	OVERHEAD RATE	132.36%
START DATE	7/1/2020	COMPLEXITY FACTOR	0
RAISE DATE	1/1/2021	% OF RAISE	3.00%

ESCALATION PER YEAR

7/1/2020 - 9/30/2020				
3				
3				
= 100.00%				
= 1.0000				
The total escalation for this project would be:		0.00%		

PAYROLL RATES

FIRM NAME Christopher B. Burke Engineering, L DATE 11/19/20
PRIME/SUPPLEMENT _____

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
PRINCIPAL	\$60.00	\$60.00
ENGINEER VI	\$70.00	\$70.00
ENGINEER V	\$66.83	\$66.83
ENGINEER IV	\$55.12	\$55.12
ENGINEER III	\$45.84	\$45.84
ENGINEER I/II	\$34.03	\$34.03
SURVEY V	\$60.00	\$60.00
SURVEY IV	\$60.00	\$60.00
SURVEY III	\$58.75	\$58.75
SURVEY II*	\$48.50	\$48.50
SURVEY I*	\$35.83	\$35.83
ENGINEERING TECHNICIAN V	\$60.00	\$60.00
ENGINEERING TECHNICIAN IV	\$52.17	\$52.17
ENGINEERING TECHNICIAN III	\$48.13	\$48.13
ENGINEERING TECHNICIAN II	\$22.33	\$22.33
CAD MANAGER	\$60.00	\$60.00
CAD II *	\$47.25	\$47.25
GIS SPECIALIST III	\$51.00	\$51.00
GIS SPECIALIST I/II*	\$34.00	\$34.00
LANDSCAPE ARCHITECT	\$58.00	\$58.00
LANDSCAPE DESIGNER I/II	\$32.00	\$32.00
ENVIRONMENTAL RESOURC	\$60.00	\$60.00
ENVIRONMENTAL RESOURC	\$53.80	\$53.80
ENVIRONMENTAL RESOURC	\$41.00	\$41.00
ENVIRONMENTAL RESOURC	\$28.00	\$28.00
ENVIRONMENTAL RESOURC	\$40.00	\$40.00
ADMINISTRATIVE*	\$37.19	\$37.19
ENGINEERING INTERN	\$16.10	\$16.10

Subconsultants

FIRM NAME Christopher B. Burke Engineering, Ltd.

DATE 11/19/20

PRIME/SUPPLEMENT _____

NAME	Direct Labor Total	Contribution to Prime Consultant
Rubino Engineering, Inc.		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	0.00	0.00

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
 Local Agency City of Aurora
 Section 16-00312-00-BT
 Project WDHA(838)
 Job No: C-91-251-16

DATE 11/19/20SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Preconstruction Services			Submittal Review			Construction Observation			Construction Documentation			Project Closeout		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
PRINCIPAL	60.00	0																	
ENGINEER VI	70.00	0																	
ENGINEER V	66.83	4	0.74%	0.50	1	3.03%	2.03							2	1.64%	1.10	1	1.23%	0.83
ENGINEER IV	55.12	0																	
ENGINEER III	45.84	80	14.87%	6.82										80	65.57%	30.06			
ENGINEER I/II	34.03	454	84.39%	28.72	32	96.97%	33.00	2	100.00%	34.03	300	100.00%	34.03	40	32.79%	11.16	80	98.77%	33.61
SURVEY V	60.00	0																	
SURVEY IV	60.00	0																	
SURVEY III	58.75	0																	
SURVEY II*	48.50	0																	
SURVEY I*	35.83	0																	
ENGINEERING TECHN	60.00	0																	
ENGINEERING TECHN	52.17	0																	
ENGINEERING TECHN	48.13	0																	
ENGINEERING TECHN	22.33	0																	
CAD MANAGER	60.00	0																	
CAD II *	47.25	0																	
GIS SPECIALIST III	51.00	0																	
GIS SPECIALIST I/II*	34.00	0																	
LANDSCAPE ARCHITE	58.00	0																	
LANDSCAPE DESIGNE	32.00	0																	
ENVIRONMENTAL RES	60.00	0																	
ENVIRONMENTAL RES	53.80	0																	
ENVIRONMENTAL RES	41.00	0																	
ENVIRONMENTAL RES	28.00	0																	
ENVIRONMENTAL RES	40.00	0																	
ADMINISTRATIVE*	37.19	0																	
ENGINEERING INTERN	16.10	0																	
TOTALS		538	100%	\$36.03	33	100.00%	\$35.02	2	100%	\$34.03	300	100%	\$34.03	122	100%	\$42.31	81	100%	\$34.43

AVERAGE HOURLY PROJECT RATES

FIRM

Local Agency

Section

Project

Job No:

Christopher B. Burke Engineering, Ltd.

City of Aurora

16-00312-00-BT

WDHA(838)

C-91-251-16

DATE

11/19/20

SHEET

2

OF

5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Materials QA Testing																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	60.00																		
ENGINEER VI	70.00																		
ENGINEER V	66.83																		
ENGINEER IV	55.12																		
ENGINEER III	45.84																		
ENGINEER I/II	34.03																		
SURVEY V	60.00																		
SURVEY IV	60.00																		
SURVEY III	58.75																		
SURVEY II*	48.50																		
SURVEY I*	35.83																		
ENGINEERING TEC	60.00																		
ENGINEERING TEC	52.17																		
ENGINEERING TEC	48.13																		
ENGINEERING TEC	22.33																		
CAD MANAGER	60.00																		
CAD II *	47.25																		
GIS SPECIALIST III	51.00																		
GIS SPECIALIST I/II	34.00																		
LANDSCAPE ARCH	58.00																		
LANDSCAPE DESIG	32.00																		
ENVIRONMENTAL P	60.00																		
ENVIRONMENTAL P	53.80																		
ENVIRONMENTAL P	41.00																		
ENVIRONMENTAL P	28.00																		
ENVIRONMENTAL P	40.00																		
ADMINISTRATIVE*	37.19																		
ENGINEERING INT	16.10																		
TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

[illegible]

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

November 17, 2020

To: Kevin Wilson, PE
Christopher B. Burke Engineering, Ltd.
9575 W Higgins Road, Ste 600
Rosemont, IL 60018
P: 847-823-0500
C: 847-833-0274

Re: **QA Construction Materials Testing Services**
Edgelawn Drive Bikeway
Aurora, Illinois

Proposal No. Q20.341

Via email: kwilson@cbbel.com

Dear Mr. Wilson,

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

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on November 17, 2020 and the following outlines our understanding of the requested scope of services:

General Scope of Services

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Core Densities

Extras

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

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

Based on your email on November 17, 2020, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
BITUMINOUS PAVING	1	Half (4 hours)
CONCRETE	2	Half (4 hours)

***Portal to Portal**

FEES

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

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

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

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

Item Description			Material Tester 1 (hr)	Vehicle (day)	Project Manager (hr)	Nuclear Density Gauge (day)	Cylinders (each)	Sample Pickup	Core Densities	
	Quantity	Unit	\$98.00	\$65.00	\$125.00	\$44.00	\$17.00	\$250.00	\$45.00	
	Edgelawn Drive Bikepath Aurora, IL									
	HMA - MT1	Est.	4	1	1	1		1	10	
	PCC - MT1	Est.	8	2	1		10	2		
				12	3	2	1	10	3	10
	GRAND TOTAL = \$3,851.00			\$1,176.00	\$195.00	\$250.00	\$44.00	\$170.00	\$750.00	\$450.00

PROJECT SCHEDULING

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

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

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

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

Please call the office with any questions or changes to the schedule 8am to 4pm.

CLOSING

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

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

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

AUTHORIZATION AND PROPOSAL ACCEPTANCE

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

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

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

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

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

Rubino Engineering, Inc.

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

LABORATORY TESTING SERVICES

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

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

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

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 44.00

ENGINEERING SERVICES

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

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 9/01/2020

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	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 <input type="checkbox"/> OTHER:		PSB0003777	09/01/2020	09/01/2021	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PSA0001881	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PSE0002142	09/01/2020	09/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	PSW0002789	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> CITY/ST E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		AEC903915101	09/01/2020	09/01/2021	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.

Some or all officers are excluded from Workers Compensation coverage.

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

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 1
 #S29736448/M29734948

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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.



BLR 05611 (Rev. 11/09/17)

Exhibit C

Federal Qualification Based Selection (QBS) Checklist

Local Public Agency	City of Aurora
Section Number	16-00312-00-BT
Project Number	WDHA(838)
Job Number	C-91-251-16

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

☐ Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____			
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>11/12/2020</u> Method(s) used for advertisement and dates of advertisement: <u>Public Notice was posted on City's website on October 21, 2020</u>			
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
	Criteria for this project	Weighting	Criteria for this project	Weighting
	<u>Technical Approach</u>	<u>30 %</u>	_____	_____ %
	<u>Firm Experience</u>	<u>30 %</u>	_____	_____ %
	<u>Staff Capabilities</u>	<u>20 %</u>	_____	_____ %
	<u>Adherence to RFQ</u>	<u>20 %</u>	_____	_____ %
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>City Traffic Engineer, Capital Projects Manager & Transportation Engineer</u> Top three consultants selected for this project in order: 1) <u>Christopher B. Burke Engineering, Ltd.</u> 2) <u>Baxter & Woodman Consulting Engineers</u> 3) <u>Alfred Benesch & Company</u> If less than 3 responses were received, IDOT's approval date: _____			
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
11.	Were acceptable costs for this project verified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LPA will rely on IDOT review and approval of costs.			
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

Route: Edgelawn Drive: Indian Trail to Virgil Gilman Trail
Local Agency: City of Aurora
Section No.: 16-00312-00-BT
Project No.: WDHA(838)
Job No.: C-91-251-16
County: Kane

SCOPE OF SERVICE

The City of Aurora has initiated a project requiring Phase III Professional Engineering Services by Christopher B. Burke Engineering, Ltd. (CBBEL) for the proposed Edgelawn Drive Bikeway project. The project is located on Edgelawn Drive, Prairie Street, LeGrande Boulevard, Garfield Avenue, and Gladstone Avenue. The bike route is an on-street facility that connects to Indian Trail at the north end and Virgil Gilman Trail at the south end. The bikeway runs north-south along Edgelawn Drive between Indian Trail and Virgil Gilman Trail, east-west along Prairie Street between Edgelawn Drive and LeGrande Boulevard, and north-south through LeGrande Boulevard to provide connections to Aurora University and West Aurora High School. The project consists of 5' wide dedicated bike lanes, shared pavement markings, 7' wide striping that includes parking and the bike route, ADA improvements, and additional pavement markings and signage for the route. On street bike lane and "sharrows" will be installed on Edgelawn Drive (between Indian Trail and Kenilworth Place), Prairie Street, LeGrande Boulevard, Garfield Avenue, and Gladstone Avenue. Work also includes extending the shoulders (roadway widening) on Edgelawn Drive between Prairie Street and Virgil Gilman Trail to accommodate a 5' wide bike lane on the east side of the street. The project is located in the City of Aurora in Kane County.

CBBEL will serve as the City's representative during the entire duration of the construction project. The following scope is to be performed by CBBEL throughout the project duration.

Task I Preconstruction Services

Review of Existing Data: Resident Engineer and staff will review plans, specifications and contract documents.

Preconstruction Meeting: CBBEL staff will attend and take meeting minutes for the preconstruction meeting held at IDOT.

Task II Submittal Review

CBBEL staff will review shop drawings and submittals for the detectable warnings, sign panels, sign supports, and other elements as required. This task includes check and approve, or reject and request resubmittal of, any submittals made by the Contractor for compliance with the contract documents.

Shop Drawings and Contractor Submittals:

- Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
- Review Contractor's submittals for compliance with contract documents. Notify the City of any deviations or substitutions. With the notification, provide the City with a recommendation for acceptance or denial, and request direction from the City regarding the deviation or substitution.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

Task III Construction Observation

Observation Services: CBBEL staff will perform the following tasks daily or as required by the Contractor's activities. The pre-final plans and specifications state the contract time to be 30 Working Days; we have estimated field observation to be 1.875 Calendar Months (30 WDs / 16 WDs per month) x 160 hours per month = 300 hours.

Vehicle Usage (Direct Costs) will be billed at \$65/Day.

- Complete all documentation required by IDOT Policy.
- Assign and schedule all field and material inspection and maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.
- Direct client contact on project related issues.
- Observe and document traffic control.
- Observe daily construction for compliance to the plans and specifications.
- Coordinate daily with Contractor on work and schedule.
- Manage and quality control of construction engineering staff.
- Maintain a daily record of the Contractor's activities throughout construction including information to permit verification of the nature and costs of changes in plans and authorized extra work.
- Prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports. This documentation will be completed using the Construction and Materials Management System (CMMS).
- Prepare and submit all partial and final material documentation. This documentation will be completed using the MISTIC Entry Database.
- Conduct project meetings (as required).

Area Resident and Business Concerns: The Resident Engineer will be responsible for keeping the public aware of the construction activities, as required. This will include, but not limited to, notification of construction starting, detours and/or road closures, and access limitations. The RE will also be available throughout the construction project to address any questions or concerns area residents and/or businesses may have. Our policy is to respond to all questions or concerns within one business day.

- CBBEL understands that this project will require advanced notification and continuing notification to area residents and businesses, Aurora University, West Aurora High School, and Rosary High School. Preliminary communication can also be anticipated with Vaughn Athletic Center, IMSA, Dreyer Medical Clinic, and PACE bus service.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

Task IV Construction Documentation

- Keep an inspector's daily report book and project diary in the City's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
- Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the City. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
- Schedule any material testing through the City's Consultant at the frequency required by IDOT's QC/QA provisions. Also obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
- Prepare a monthly written update to the City summarizing the Project status, costs and schedule.
- Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.

Task V Project Closeout

Prepare Punchlist: CBBEL staff will prepare and distribute the final punchlist to all parties and verify when completed.

Final Documentation:

- Final documentation, IDOT audit, and project closeout with City of Aurora and IDOT.
- Final mark-up of record drawings (redlines).

Task VI Materials QA Testing

The Contractor will be required to provide the Quality Control (QC) Testing required by the plans and specifications. The Phase III Engineering Services will be required to provide the subsequent Quality Assurance (QA) Testing. The testing requirements and frequency of testing will be as required and outlined in the IDOT Manual for Materials Testing Inspection and Procedures. Materials Testing will be performed by Rubino Engineering, Inc.



Regional Engineer

Anthony Quigley

Contract Number

District

Letting Date

1

Municipality

City of Aurora

Department of Transportation

Address

201 West Center Court

Route

FAP 2504

County

Kane

City

Schaumburg

State

IL

Zip Code

60196

Project Number

WDHA(838)

Job Number

C-91-251-16

Section Number

16-00312-00-BT

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

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

Signature (for the local public agency)

Date

Title

Applicants Name

Kevin Wilson, PE

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

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number

17-12354

See attached resume.

Signature of Applicant

Date

11/18/20

Job Title of Applicant

Assist. Dept. Head, Construction Engineering

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

Regional Engineer Signature

Date Approved

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



YEARS EXPERIENCE: 18
YEARS WITH CBBEL: 18

EDUCATION

Bachelor of Science, 2002
Civil Engineering
University of Illinois at
Urbana-Champaign

PROFESSIONAL REGISTRATION

Professional Engineer, IL,
062.059552, 2006

CERTIFICATIONS

Documentation of Contract
Quantities, IDOT, 17-12354

Material Management of
Job Sites, IDOT

PROFESSIONAL DEVELOPMENT

IDOT QC/QA Courses:
Mixture Aggregate Technician
Course

Bituminous Concrete Level 1
Technician Course

Bituminous Concrete Level 2
Technician Course

Portland Cement Concrete
Level 1

Troxler Nuclear Gauge Safety
Training Class

STTP-S11 Hot Mix Asphalt
Field Inspection

STTP-S33 Soils Field Testing
and Inspection

TT – ADA/PROWAG

Kevin Wilson, PE

Assistant Department Head, Construction Engineering

Civil Engineer experienced in construction engineering. Responsibilities include construction observation, project reports, documentation of quantities, review of contractor pay estimates, coordination of materials testing and inspection, site surveys and interaction with the contractor and client. Observed activities include roadway, water main, sanitary sewer, storm sewer, streambank stabilization, and retaining wall construction. Civil design experience consists of resurfacing and reconstruction projects which have included water main, storm sewer, sanitary sewer, and combined sewer design.

CONSTRUCTION

North Shore Avenue Sewer Separation, Lincolnwood: Resident Engineer responsible for the construction engineering and observation of storm sewer installation ranging in size from 12" to 60"; the purpose was to install a large diameter storm sewer system in a combined sewer area to reduce flooding and resident sewer backups. The project included a 60" storm sewer outfall to North Shore Channel; 256 feet of 60" storm sewer jacked in place under McCormick Boulevard; HMA pavement removal and replacement; and removal and replacement of PCC curb, sidewalk, and driveways. The project was funded by an MWRD grant and local funds.

Transmission Main Project, Lincolnwood: Engineering Manager and Resident Engineer (2019) responsible for the construction engineering and observation of the installation of approximately 14,000 lineal feet of 20" ductile iron water main, 4,000 lineal feet of 8" water main, and 387 lineal feet of horizontal directional drilling of 24" HDPE water main. The purpose of the project was to connect to a new water source in the City of Evanston and discontinue purchasing water from City of Chicago. Additional improvements to complete the project included storm sewer repairs; cured-in-place pipe liner; pavement patching and resurfacing; miscellaneous curb, sidewalk, and driveway repairs; landscaping; and mechanical improvements at the Village reservoir. Coordination was required with the City of Evanston, Village of Skokie, CTA, MWRD, and other various stakeholders.

Sherman Avenue Improvements, Evanston: Resident Engineer for Sherman Ave Improvements from Church St to Davis St. This streetscape project included ductile iron water main replacement, replacement of brick paver sidewalk with concrete sidewalks and brick ribbon, curb replacement, roadway resurfacing, roadway and decorative lighting replacements in Downtown Evanston. Responsibilities included construction observation, material inspection, public relations with business owners and residents, and contract documentation.

FAU Route 2853 (Chicago Avenue/Sheridan Road), Evanston: Resident Engineer for construction of Chicago Ave through downtown Evanston and Sheridan Rd through the Northwestern University Campus to the Wilmette Village limit. Net length of improvements was 1.87 miles; Chicago Ave included HMA resurfacing, Sheridan Rd included 3 to 4 lanes of PCC reconstruction with new protected bike lanes. New items related to protected bike lane included bicycle traffic signals and radar detection. Additional work included new traffic signals, ADA improvements, water main replacement, and landscaping. Project was on an accelerated schedule in order to accommodate Northwestern University school calendar and was funded with Federal, ITEP, and Local funds.

Twin Lakes Subdivision Sidewalk Improvements, Villa Park: Resident Engineer for construction of a new sidewalk in a subdivision with an existing rural ditch typical section. Sidewalk construction included approx. 74,000 SF of new PCC Sidewalk with ADA accessible crossings. Additional improvements included installation of pipe culverts, driveway replacements, and ditch regrading to accommodate new drainage patterns. A retaining wall was installed adjacent to the sidewalk in front of Target due to ROW space restrictions. Project was funded with Federal and Local Funds.

2016 Road Program, Wilmette: Resident Engineer responsible for construction engineering and observation for resurfacing or rehabilitation of 5,050 LF of roadways throughout the Village. Roadway construction included approx. 14,000 SY of HMA partial depth resurfacing, and approx. 1,300 SY of brick pavement reusing existing brick pavers. Additional improvements included reconstruction of sidewalks, curb and gutter, and additional drainage improvements as necessary. Project was funded with MFT and Local Funds.

FAP Route 326 (IL 47), IDOT, Yorkville: Providing Phase III assistance to IDOT Resident Engineer and Inspectors from 2012-2015. Serving as Assistant Resident Engineer responsible for construction documentation and observation; managed CBBEL and subconsultant staff that assisted with documentation and observation. Project included 5.04 km of pavement reconstruction, lane additions, storm sewer, traffic signals, and other work along IL Route 47 from just north of IL Route 71 continuing northerly to just north of US Route 34.

ADA Ramp Program, CDOT: Resident Engineer responsible for construction engineering and observation of replacement of previously constructed ADA ramp locations not meeting CDOT ADA requirements. Far South Area included 12 ramp locations and South Area included 40 locations. CDOT QC/QA requirements for ADA ramp replacements were followed. Engineering responsibilities included submittal review, daily observation, measurement of quantities, pay estimates, coordination of material inspection, and documentation on CDOT's online web system.

Book Road LAPP Resurfacing, Naperville: Resident Engineer responsible for construction engineering and observation for resurfacing of Book Rd from 111th St to 87th St Roadway construction included 3.07 miles of partial-depth asphalt pavement. Resurfacing required approx. 2,700 tons of Polymer HMA N50 Leveling Binder and 6,300 tons of Polymer HMA N90 Surface Course "F" Mix. Additional roadway improvements included curb and gutter spot repairs, utility structure adjustments, and thermoplastic pavement markings. Sidewalk improvements were completed where necessary, including new sidewalk ramps meeting ADA standards at all roadway crossings within the project limits.

Road and Relief Sewer Project, Wilmette: Project Engineer and Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of partial depth resurfacing of over 1.1 total miles of various residential roadway improvements. Utility construction included 600' of 18" sanitary sewer removal and replacement, 396' of 18" Relief Sewer, 768' of 24" Relief Sewer, 984' of 42" Relief Sewer, 14 Relief Sewer manholes and a 10' diameter junction chamber. Project was funded using MFT and Local Funds.

Conway Park Sidewalk Improvements, Conway Park Owners Association, Lake Forest: Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of constructing a 36,000 SF sidewalk to provide a continuous walking path throughout the Conway Park office park corridor. Additional improvements included removing and replacing curb and gutter, improving handicap accessibility, pavement markings, and landscaping regarding and restoration.

Glenview Road Resurfacing, Wilmette: Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of resurfacing over 0.5 miles asphalt pavement. Additional improvements included curb and gutter spot repairs, sidewalk replacement, and PCC Driveway replacement. Detector loop replacement was coordinated with CCHD. Project was funded using ERP funds.

95th Street LAPP Resurfacing, Naperville: Resident Engineer responsible for construction engineering and observation for resurfacing of 95th St from Plainfield-Naperville Rd to IL Route 59. Roadway construction included approx. 67,100 SY of partial-depth asphalt pavement. Resurfacing required approx. 3,600 tons of Polymer HMA N50 Leveling Binder, and 6,200 tons of Polymer HMA N90 Surface Course "F" Mix. Additional roadway improvements included curb and gutter spot repairs, utility structure adjustments, and thermoplastic pavement markings. Sidewalk improvements were completed where necessary, including new ramps meeting ADA standards.

2010 Road Program, Wilmette: Resident Engineer responsible for construction engineering, layout, and observation for reconstruction and resurfacing of various streets. Roadway construction included approx. 1.03 total miles of various residential roadway improvements. Utility construction included 845 LF of combination sewer removal and replacement, reconnecting existing sewer services, and manhole removal and replacement. Roadway improvements included curb and gutter removal and replacement, driveway removal and replacement, landscaping and pavement markings.

10th Street/Wilmette Avenue ARA Resurfacing, Wilmette: Resident Engineer responsible for construction engineering and observation for resurfacing of 10th St and Wilmette Ave. Roadway construction included approx. 12,000 SY of HMA resurfacing, curb and gutter spot repairs, sidewalk improvements with new ramps meeting ADA standards, and various other roadway improvements.

Arrowhead Subdivision Roadway Improvements, Algonquin: Resident Engineer responsible for construction engineering and observation. Roadway construction included approx. 18,000 SY of full-depth asphalt pavement, curb and gutter construction, and various other roadway improvements. Utility construction included approx. 6,000 LF of storm sewer, 2,500 LF of water main, and additional drainage improvements where necessary.

Huntington Drive North Resurfacing (ARRA), Algonquin: Resident Engineer responsible for construction engineering and observation. Roadway construction included approx. 15,500 SY of partial depth resurfacing, and approx. 1,900 SY of HMA pavement patching. Additional improvements included reconstruction of sidewalks, curb and gutter, and additional drainage improvements as necessary.

2009 LAPP Program (Various Streets), Algonquin: Resident Engineer responsible for construction engineering and observation for resurfacing and reconstruction of various streets throughout the Village. Roadway construction included approx. 64,000 SY of partial depth resurfacing, 6,400 SY of full-depth reconstruction, and HMA pavement patching. Additional improvements included reconstruction of driveways, sidewalks, curb and gutter, and detector loop installation. Reconstruction of Bunker Hill Dr was completed at night in order to minimize impact to the traveling public.

Randall Road and Huntington Drive Traffic Signal Modernization, Algonquin: Resident Engineer responsible for construction engineering and observation for installation of timed pedestrian signals and crosswalk improvements at the intersection of Randall Rd and Huntington Dr. Project was located within McHenry County ROW and required coordination between the Village and the County.

2009 MFT Street Program, Algonquin: Resident Engineer responsible for construction engineering and observation for resurfacing of Butterfield Dr and Providence Dr. Roadway construction included HMA pavement patching, and approx. 4,700 SY of hot-in-place heater scarifying of existing pavement before HMA surface course placement.



Certificate of Proficiency

This certificate is awarded to

Kevin Edward Wilson

for successfully completing the examination for

Documentation of Contract Quantities

Certificate Number: 17-12354
Effective Date: 1/18/2017
Expiration Date: 1/18/2021
Professional Development Hours: 0

A handwritten signature in black ink, reading 'Paul A. Loete', positioned above a horizontal line.

Paul A. Loete, P.E. – Director of Highways PI/Chief Engineer

A handwritten signature in black ink, reading 'Gregory Renshaw', positioned above a horizontal line.

Gregory Renshaw, Research Engineer ICT



Regional Engineer

Anthony Quigley

Department of Transportation

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196

Contract Number

District

Letting Date

1

Municipality

City of Aurora

Route

FAP 2504

County

Kane

Project Number

WDHA(838)

Job Number

C-91-251-16

Section Number

16-00312-00-BT

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

Approved

Signature and Title of Resident Construction Supervisor

Date

11/18/20

Applicants Name

Rebekkah Carney

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

For Consultants Employees: Documentation of Contract Quantities certificate number is 18-13296.

See attached resume.

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

Approved

Signature and Title of In Responsible Charge from BC-775

Date



YEARS EXPERIENCE: 9
YEARS WITH CBBEL: 7

EDUCATION

Bachelor of Science, 2011
Civil Engineering, Michigan
Technological University

CERTIFICATIONS

Documentation of Contract
Quantities, IDOT, 18-13296

ICORS Training Seminar, IDOT

PROFESSIONAL DEVELOPMENT

Portland Cement Concrete
Level 1

Portland Cement Concrete
Level 2

Mixture Aggregate Technician
Course

PROFESSIONAL AFFILIATIONS

American Society of
Civil Engineers

Rebekkah Carney

Construction Engineer

Civil Engineer trained in the fields of civil, construction and municipal engineering. Experience includes construction observation on project types such as water main replacement, storm sewer construction, curb and gutter replacement, and road resurfacing. Responsibilities include construction observation and inspection.

Software Experience: AutoCAD, MicroStation, MS Word, MS Power Point, MS Excel

2020 MFT Project, Crest Hill: Resident Engineer. The work performed consisted of PCC sidewalk, curb and gutter, driveway removal and replacement, pavement removal, HMA binder course, HMA surface course, storm structure adjustment and reconstruction, thermoplastic pavement marking, and parkway restoration. Services included on-site coordination, project documentation, shop drawing/mix design review, pay estimates, construction observation, and documentation.

CDBG Green Alley Project, Elmwood Park: Resident Engineer responsible for project coordination of an alley reconstruction project utilizing permeable pavers and aggregate subbase to reduce the water introduced into the existing combined water system. Improvements included removal and replacement of PCC alley driveway aprons, removal and replacement of PCC residential driveway aprons, open bottom manholes, permeable pavers, and installing new aggregate subbase. Services included on-site coordination, project documentation, shop drawing/mix design review, pay estimates, construction observation, documentation and submission of applicable Cook County CDBG paperwork.

MWRD Green Parking Lot, Riverside: Resident Engineer responsible for coordinating construction efforts in reconstructing the primary commuter lot to a green parking lot utilizing underground water storage. Improvements include full-depth pavement removal, permeable subbase granular material, permeable paver pavement with in-laid paver pavement markings, curb and gutter removal and replacement, and PCC removal and replacement. A bioretention facility was constructed utilizing modified topsoil which included biosolids to be used as additional water storage. Services included design of plans, compiling and editing specifications, quantity take off, preparation of bid documents, on-site coordination, project documentation, shop drawing/mix design review, and construction observation.

2018 Resurfacing and Reconstruction, Lockport: Resident Engineer responsible for day-to-day project coordination and point-of-contact for resurfacing and reconstruction of 5.21 miles of roadway. Improvements included hot-mix asphalt surface removal, pavement patching, curb and gutter removal and replacement, sidewalk crossing removal and replacement to adhere with ADA guidelines, detector loop improvements, parkway restoration, hot-mix asphalt binder and surface installation, and roadway restriping. Additional improvements for reconstruction portions include grading and expanding an existing parking lot, new drainage structures, new storm sewer, new sidewalk and roadway widening. Services included on-site coordination, project documentation, shop drawing/mix design review, and construction observation.

First Division Street Paving Project, Riverside: Resident Engineer responsible for day-to-day project coordination and point-of-contact. This design/build project included milling and resurfacing, existing trench Class D patching, spot curb repairs, identification and improvement of structures, sidewalk improvements at crosswalks to comply with current ADA standards, and roadway restriping. Services included design of plans, compiling and editing specifications, quantity take off, preparation of bid documents, on-site coordination, project documentation, shop drawing/mix design review, and construction observation.

First Division Sewer Separation Project, Riverside: Resident Engineer responsible for design/build project providing a separated storm sewer system in the First Division portion of the Village, conveying clear water to its historical outfall, the Des Plaines River, rather than the MWRD wastewater treatment plant. Improvements included separating existing combined sewer and constructing a dedicated storm sewer. The storm sewer provides additional capacity in MWRD interceptor sewer resulting in less sewer surcharge both upstream and downstream of the Des Plaines River. Project provides residents with a reduced risk of flooding and sewer backups as well as reducing the frequency of combined sewer overflows into the river. Project consisted of construction of approx. 9,300' of storm sewers ranging from 12" to 24" diameter and replacing 4 storm water outfalls into the Des Plaines River, temporary pavement patching, curb and gutter replacement, and ADA improvements. Services included design of plans, writing specifications, quantity take off, preparation of bid documents, on-site coordination, construction documentation, shop drawing/mix design review, construction observation, post-construction final inspection, NPDES site-audits and pay estimates.

2017 Road Resurfacing Project, Riverside: Resident Engineer responsible for day-to-day project coordination and point-of-contact. This design/build project included milling and resurfacing, spot curb repairs, identification and improvement of structures, sidewalk improvements at crosswalks to comply with current ADA standards, and roadway restriping. Services included design of plans, compiling and editing specifications, quantity take off, preparation of bid documents, on-site coordination, project documentation, shop drawing/mix design review, and construction observation.

East Burlington Streetscape and Resurfacing Project, Riverside: Resident Engineer responsible for construction observation. With STP funding and additional funding through the ITEP Program, the Village was able to complete a streetscape enhancement project and resurfacing project through the Central Business District concurrently. STP funded work involved resurfacing, drainage structure improvements, curb and gutter replacement, ADA improvements, pavement patching and thermoplastic pavement markings. Additionally, the ITEP funded work included replacement of existing sidewalks with decorative permeable concrete pavers; bump-outs for mid-lock crossings; high visibility preformed thermoplastic paver-type crosswalks; plus, new amenities and enhanced landscaping elements including limestone planter boxes, perennials, trees, shrubs, trash and recycling receptacles, benches and lighted bollards. New up lighting for trees and irrigation was also included. Services included design of plans, compiling and editing specifications, quantity take off, preparation of bid documents, on-site coordination, MISTIC and ICORS documentation for state project, shop drawing/ mix design review, construction observation, post-construction final inspection, weekly reports, final close-out documentation and pay estimates.

East Quincy Street and Longcommon Road Resurfacing Project, Riverside: Resident Engineer responsible for resurfacing of 2.12 miles of roadway. Improvements included milling and resurfacing, spot curb repairs, identification and improvement of 212 structures, sidewalk improvements at 40 crosswalks to comply with current ADA standards, high visibility printed crosswalks and roadway restriping. Services included design of plans, compiling and editing specifications, quantity take off, preparation of bid documents, on-site coordination, MISTIC and ICORS documentation for state project, shop drawing/mix design review, construction observation, post-construction final inspection, weekly reports, final close-out documentation and pay estimates.

Northside Stormwater Management, River Forest: Construction Engineer. This flood mitigation project consisted of installation of approx. 19,000 feet of storm sewer pipe ranging in size from 96-inch to 12-inch diameter for storm sewer separation to alleviate residential flooding. Improvements included cast-in-place outfall structure at the Des Plaines River, water main, storm sewer installation, combined sewer installation, conflict structures, road reconstruction, pavement patching, and roadway resurfacing. Services included pre-construction bid preparation, conferences and recommendations; shop drawing/ mix design review; construction observation; post-construction final inspection and pay estimates; and NPDES site audits and final report.

2014 Street Rehabilitation (North and South), Elmwood Park: Construction Engineer. Provided construction observation services for rehabilitation of approx. 10 miles of roadway. Rehabilitation included structure replacements and reconstruction, curb replacement, ADA compliant crosswalks, and HMA resurfacing. Services included pre-construction bid preparation, conferences and recommendations; shop drawing/mix design review; construction observation; post-construction final inspection and pay estimates.

2013 Flood Mitigation, Elmwood Park: Construction Engineer. Provided construction observation services for the first three project phases of the Flood Mitigation Project: 80th Avenue Storm Sewer Stage 1 Project, Storm Water Pump Station, and Storm Sewer and Detention Reservoir. Services included pre-construction bid preparation, conferences and recommendations; support for utility relocation; shop drawing/mix design review; construction observation; post-construction final inspection and pay estimates; and NPDES site audits and final report.

Balmoral Avenue at I-294, Phase III, Rosemont: Engineer Intern. Project included new off-ramp for SB I-294 at Balmoral Ave. This included an all-electronic 2-lane toll plaza with building, 2,500' of ramp lighting, and 3,800' of roadway lighting encompassing 5 signalized intersections and modifications to 4 existing lighting systems.

Norfolk Naval Shipyard, Department of Defense (Security Clearance Required)*: Nuclear Engineering and Planning Department, Refueling Engineer: Cognizant of all weekly and monthly reports for availabilities; assessed improvements and analyze monitor log reports; participated in Quality of Work Life Improvement Team and Refueling Improvement Team; practiced best known methods in radiation and contamination areas; maintained regulations of refueling facilities through design specifications; wrote procedures for shop workers to fix deficiencies or to sustain maintenance; developed a 15 year plan for future work availabilities; trained on nuclear engineering fundamentals.

**prior experience*



Certificate of Proficiency

This certificate is awarded to

Rebekkah Joan Carney

for successfully completing the examination for

Documentation of Contract Quantities

Certificate Number: 18-13296

Effective Date: 2/1/2018

Expiration Date: 2/1/2022

Professional Development Hours: 18

A handwritten signature in black ink, appearing to read 'Paul A. Loete', is positioned above a horizontal line.

Paul A. Loete, P.E. – Director of Highways PI/Chief Engineer

A handwritten signature in black ink, appearing to read 'Gregory Renshaw', is positioned above a horizontal line.

Gregory Renshaw, Research Engineer ICT