



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Town of Cortland	DeKalb		
Project Number	Contact Name	Phone Number	Email
	Brandy Williams		engineer@cortlandil.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Airport Road			019-4805
Location Termini			<input type="button" value="Add Location"/>
over Union Ditch #1			<input type="button" value="Remove Location"/>

Project Description

Phase I and II engineering to determine the replacement of the structure carrying Airport Road over the Union Ditch #1. Project scope includes: route and hydraulic survey, Geotechnical investigation, utility coordination, BCR, Hydraulic report, ESR, PDR and construction documents consisting of Plans, Specifications & Estimates.

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Engineering Resource Associates	Melissa Lange	(630) 363-3060	mlange@eraconsultants.com
Address	City	State	Zip Code
3S701 West Avenue, Suite 150	Warrenville	IL	60555

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

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

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

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT E : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Rubino Engineering Cost Proposal
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. 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 US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without 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 be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (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 DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) 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 in all previous partial payments made to the ENGINEER.
- (2) 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 the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate
- Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not 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) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has 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 indicated 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 and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 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 (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 to maintain 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. 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.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Engineering Resource Associates	36-3686466	\$147,992.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering	80-0450719	\$14,590.00
Subconsultant Total		\$14,590.00
Prime Consultant Total		\$147,992.00
Total for all work		\$162,582.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Town of Cortland	Engineering Resource	DeKalb	

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See Attached

SCOPE OF SERVICES

The Town of Cortland, hereafter referred to as Local Public Agency (**LPA**), has initiated a project requiring professional engineering services by Engineering Resource Associates, Inc. (**ENGINEER**) for Phase I and Phase II Engineering for the replacement of the Airport Road concrete box culvert (SN 019-4805).

Summary. The Scope of Services for Phase I engineering involves a comprehensive preliminary engineering study. Included in this Phase I scope will be a Project Development Report (PDR), Bridge Condition Report (BCR), Environmental Survey Request (ESR), wetland delineation and Wetland Impact Analysis (WIE), stream hydraulic analysis, Preliminary Bridge Design & Hydraulic Report (PBDHR) including Type, Size and Location drawing(s) (TS&L), a comprehensive subsurface drain tile and geotechnical investigation, permitting coordination, survey that includes topographic, stream, wetland, and right-of-way survey. Plats and legal descriptions are also included along with a subsurface drain tile investigation. The Scope of Services for Phase II engineering involves contract documents including Plans, Specifications, and Estimates (PS&E). Work will also include Load Rating Analysis for the final structure and shop drawing review for construction.

Stakeholders. Coordination is anticipated with the following stakeholders, agencies, and utilities:

- DeKalb County Division of Transportation
- Illinois Department of Transportation District 3
 - Bureau of Local Roads and Streets
 - Bureau of Traffic
- Illinois Department of Transportation Bureau of Bridges and Structures
- Illinois Department of Natural Resources (IDNR)
- Police Departments
- Cortland Township
- DeKalb County Stormwater Management Ordinance
- DeKalb FP/C Floodplain/ Conservation District
- The United States Army Corps of Engineers
- Federal Emergency Management Association (FEMA) (if applicable)
- U.S. Fish and Wildlife Service (if applicable)
- U.S. Army Corps of Engineers
- U.S. Postal Service
- Fire districts
- School districts
- Property owners
- Utility companies

Subconsultants. The following subconsultants are used for the following services:

- Rubino Engineering – Geotechnical Services
- Huddleston McBride – Field Tile Investigation

Summary. The Scope of Services for Phase I and II engineering involves a comprehensive preliminary engineering and environmental study that results in design approval from the **DEPARTMENT**. Included in this scope are the following tasks:

- Data Collection and Review
- Route and Hydraulic Surveys
- Utility Identification and Coordination
- Environmental Studies
- Culvert Inspection and Condition Report
- Type, Size & Location Drawing (TS&L)
- Stream Hydraulic Analysis and Report
- Geotechnical Subsurface Investigation
- Geometric Analysis

- Abbreviated Location Drainage Study
- Traffic Management Analysis
- Public Involvement
- Project Development Report
- Plans, Specifications and Estimates (PS&E's)
- Right-Of-Way and Easement Plats
- Permitting
- Meetings
- Project Management

TASK 1 – DATA COLLECTION AND REVIEW

The **ENGINEER** will coordinate with local agencies and verify pertinent project data.

Review of Existing Data. Available information from **LPA** will be obtained and reviewed that will include existing right-of-way and property limit data, existing roadway and culvert plans from the County, County-based GIS digital topographic survey data, County-based GIS aerial photography and any existing maintenance and flooding records.

TASK 2 – ROUTE AND HYDRAULIC SURVEYS

Topographic Survey

- The topographic survey will consist of a survey of the culvert and site within the project limits. This survey will include benchmarks with references, visible utilities, driveways and field entrances, drainage structures, landscaping elements including significant trees 6" in diameter or greater, fences, pavement location and type.
- Roadway cross sections will be taken at 50-foot intervals for approximately 500 feet north and south of the existing culvert and to the centerline of the culvert to a distance of 75-feet on either side of the existing centerline. These cross sections shall identify the right-of-way, centerline of the roadway, edges of pavement, edges of shoulders, visible structures, signs, and the slope of the embankment on each side. Additional survey will be taken as determined in the field.
- Initial survey will include extra control points outside the construction limits for use in the construction layout.
- The services will include the survey of in-ground and aerial utilities. A JULIE field locate will be called in before the survey so that existing utility locations can be surveyed.

Existing Right-of-way.

- Monument Reconnaissance will be performed in the field to find the physical monumentation to determine the existing right-of-way for the subject project.

Hydraulic Survey.

- Floodplain stream cross sections will be taken upstream and downstream of the culvert structure at intervals of approximately 50 feet, 500 feet and 1,000 feet. An additional cross section will be taken approximately 250 feet upstream.
- Within 50 feet upstream and downstream of the culvert structure, additional topographic features will be surveyed and as directed by the drainage engineer.
- Critical low openings of adjoining drainage structures within the project limits will be located with elevations.
- Streambed profile will be surveyed at 50' intervals a distance of 1000-ft up and downstream of the subject project. Normal Water surface elevation will be surveyed throughout survey limits.
- Waterway opening sketches upstream and downstream will be prepared for the subject project.

TASK 3 – UTILITY IDENTIFICATION AND COORDINATION

Utility Investigation. Pertinent utility information will be collected for the project area to locate utilities that may affect design or construction of the culvert.

- Coordinate a Joint Utility Locating Information for Excavators (JULIE) Design Stage Request for buried facilities.
- Prepare and send utility notification letters per LPA template to identified utility companies.
- Information provided by utility companies will be reviewed and incorporated into the base drawing. Compare facilities in relation to the proposed improvement for potential conflicts. Compile and summarize available utility information in a spreadsheet per the formatting requirements for Phase II utility documentation.
- Prepare and send follow-up letters with plan sheets showing potential conflicts to utility companies.
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TASK 4 – ENVIRONMENTAL STUDIES

Environmental Survey Request. The Environmental Survey Request (ESR) and attachments will be prepared and submitted electronically in accordance with **DEPARTMENT** guidelines. An aerial markup of the ESR limits will be provided to the **LPA** for approval prior to submittal to the **DEPARTMENT**.

Bat Assessment. Conduct bat assessment according to **DEPARTMENT** guidelines. The Structure Bat Assessment form, with photographs, will be completed, signed, and submitted with the ESR.

TASK 5 – BRIDGE CONDITION REPORT

The Culvert Inspection and Condition Report will conform to the requirements of the **DEPARTMENT** *Bridge Condition Report Procedures & Practices*, the *Bridge Manual*, the **DEPARTMENT** *Structural Services Manual*, the *BLRS Manual* and National Bridge Inspection Standards (NBIS) standards.

Culvert Inspection. A culvert inspection will be performed to assess the current condition of the culvert and provide the data for the Bridge Condition Report. The inspection team will consist of personnel under the direction of a certified NBIS engineer. The **ENGINEER** will complete and submit the required documentation for the inspection.

Abbreviated Bridge Condition Report (BBS 2805). The Structure will be replaced in-kind. The ABCR will be compiling the existing information with the new inspection photos and filling out the BBS form 2805. The BCR will be submitted concurrently with the TS&L.

TASK 6 – TYPE, SIZE & LOCATION DRAWING (TS&L)

Type, Size and Location Drawing(s) will be prepared and submitted to the **DEPARTMENT** *Bureau of Bridges and Structures* as an attachment to the Preliminary Bridge Design and Hydraulic Report (PBDHR) for concurrence and approval. The TS&L will serve as the basis for design in Phase II.

Develop Design Parameters. Design parameters will be developed in accordance with the *Bridge Manual and BLRS Manual* based on roadway functional classification and traffic projections. The design parameters will include roadway classification data, waterway information, profile grade data, horizontal curve data, and design specifications, loading, allowable stresses, and seismic data.

Preliminary Design. Preliminary design calculations will be performed to establish structure and foundation types, sizes, and appropriate details.

TASK 7 – STREAM HYDRAULIC ANALYSIS AND REPORT

A stream hydrology/hydraulic analysis and hydraulic report will be prepared for calculating a culvert size which meets **DEPARTMENT** and regulatory requirements.

Tasks include:

- Field review and data collection for the project will be performed including field inspection and field interviews
- A review of existing FEMA and USGS records will be conducted to retrieve hydrologic data
- Development of an existing hydraulic model with HECRAS modeling software. The geometry for this model will be created in RAS Mapper utilizing surveyed cross sections through the channel and floodplain, existing structure information, and County LiDAR data to create a layout of the existing conditions. A natural model and proposed model will be developed using the same cross section layout as existing conditions for an accurate comparison. The results of the analysis will be used in developing the waterway information table. The Airport Road Culvert (SN 019-4805) crosses over the Union Ditch #1, flowing southwest to northeast with a tributary area of about 4.5 square miles per USGS StreamStats data. This crossing is within a FEMA Special Flood Hazard Area (SFHA) Zone A; this area is unstudied with no base flood elevation or designated floodway.
- Impacts to the floodplain will be determined and the need for compensatory storage
- A HEC-18 scour analysis will be performed
- Develop and evaluate three alternatives and determine required waterway opening
- The Hydraulic Report will contain the following:
 - Hydraulic Report Data Sheets (BLR 10210)
 - Asbestos Determination Certification (BLR 10220)
 - Scour Critical Evaluation Form BBS SCE
 - Narrative – Description of existing conditions, floodplain, flood history, and sensitive flood receptor considerations; correlation of datum; hydrologic analysis and available studies; hydraulic analysis for existing, natural, and proposed conditions; model results; scour and design criteria.
 - Waterway Information Table (WIT)
 - Location Map
 - FIRM Map Excerpt
 - National Wetland Inventory Map
 - Hydrologic Atlas
 - Photographs
 - Hydrology
 - Streambed Profile
 - Plan & Profile of Roadway
 - Stream and Bridge Cross Section Plots
 - Topographic Work Map (Cross Section Schematic)
 - HGL for 10, Design, 50, 100, 200, and 500-Year events
 - Hydraulic Analysis
 - Scour Calculations
 - Compensatory Storage Calculations
 - Survey Data/Notes
 - Estimate Water Surface Elevation (EWSE)
 - Correspondence with Stakeholders
 - Hydraulic Model (Electronic File)

The hydraulic report will be submitted to **DEPARTMENT** as an attachment to the Preliminary Bridge Design and Hydraulic Report (PBDHR) and also be used as supporting documentation for the IDNR-OWR floodway construction permit.

TASK 8 – GEOTECHNICAL SUBSURFACE INVESTIGATION

Structure Borings. Two (2) structure borings are to be performed for the geotechnical investigation.

- Two (2) structural borings will be taken at the culvert elements. Based on geologic maps of the area and on STATE accepted procedures, geotechnical subconsultant will determine the depth of the borings.
- One (1) streambed scour boring will be taken as close as possible to the edge of the creek.

Roadway | Pavement Core. One (1) roadway / pavement core will be taken to identify the existing pavement materials and thickness and to determine the properties of the underlying aggregate and soil.

Laboratory Testing. The scope will include laboratory testing per AASHTO/ASTM guidelines testing for soil index, particle size distribution, Atterberg limits, soil settlement and collapse potential, shear strength of soil and soil classification.

Potentially Impacted Property (PIP) Evaluation. Soil testing (including pH) will be performed to determine if there are areas for special waste disposal and satisfy the Clean Construction or Demolition Debris (CCDD) requirements. This includes the preparation of the LPC 662 or LPC 663 form as required.

Traffic Control. The geotechnical subconsultant's scope of service will include all necessary traffic control and flagman required to complete subsurface drilling and testing operations. Any required permits will be obtained from the **LPA** or Township.

Geotechnical Report. A Geotechnical Report will be prepared to document the findings used in the development of the project.

TASK 9 – GEOMETRIC ANALYSIS

Preliminary Design. A preliminary roadway design will be developed in accordance with criteria prescribed in the *BLRS Manual*. Plan and profile sheets (1"=40' at 11"x17") and roadway typical sections will be developed based on the proposed elevation of the structure. The roadway geometry and plans will be prepared in accordance with the applicable requirements of *BLRS Manual Section IV – Project Design*. Preliminary cross sections will be prepared to the extent necessary so that right-of-way and easement needs, wetland impacts, floodplain and floodway impacts, and compensatory stormwater requirements can be identified and evaluated.

Design Exceptions. Elements to be constructed at less than the design guidelines will be identified, and a clear description of required exceptions and appropriate justification will be provided (*BLRS Manual Section 27-7*). **DEPARTMENT** form BLR 22120 will be completed with a justification memorandum and annotated preliminary plan exhibits for Level I and II variance submittals.

Barrier Warrant Analysis. A barrier warrant analysis will be performed and presented for review in a memorandum that includes a narrative, plan, calculations, and documentation.

Sight Distance Analysis. A sight distance analysis will be performed to evaluate the design exceptions.

TASK 10 – ABBREVIATED LOCATION DRAINAGE STUDY

The project will not complete an ALDS but will mimic the existing conditions and replace in-kind.

TASK 11 – TRAFFIC MANAGEMENT ANALYSIS

The anticipated construction will be done under a full roadway closure. The signage will be limited to the bridge site and will be a full detour route.

The **ENGINEER** will coordinate with the **DEPARTMENT** for their concurrence.

TASK 12 – PUBLIC INVOLVEMENT

A public informational meeting or public hearing are not anticipated per *BLRS Manual Section 21.3.01*.

Impacted Property Coordination. Per *BLRS Manual Section 21-3.01*, projects with minimal right-of-way (ROW) acquisition shall contact affected property owners via certified mail. Letters and exhibits depicting proposed ROW or easements will be prepared and provided to the **LPA** to mail.

TASK 13 – PROJECT DEVELOPMENT REPORT

Prepare a Project Development Report (PDR) using **DEPARTMENT** form BLR 22210 or 22211 including exhibits and documentation to obtain design approval for the project. The PDR will follow the guidelines outlined in the *BLRS Manual Section 22-2.11*.

Existing Condition Analysis. Evaluate existing conditions, design criteria, and determine deficiencies. Develop project purpose and need. (*BLRS Manual Section 22-2.11(b)(2-5)*).

Crash Analysis. Crash data obtained from the **LPA** for the past five years will be summarized, including a spot map showing crash locations. The types of crashes will be detailed and include collision diagrams, especially at cluster sites. Provide recommendations to address crash issues. (*BLRS Manual Section 22-2.11(b)(9)*).

Draft Project Development Report. The draft PDR with exhibits and documentation will be assembled and submitted to the **LPA** for review and comment. The **LPA** comments will be addressed before submitting the draft report to **DEPARTMENT**. A disposition of comments will be prepared.

Final Project Development Report. The final PDR will be revised based on review comments from **DEPARTMENT** and resubmitted to **DEPARTMENT** for design approval. A disposition of comments will be prepared.

TASK 14 – PLANS, SPECIFICATIONS AND ESTIMATES (PS&E's)

The Engineer will prepare a set of final design plans and specifications for the culvert improvement. Plans for the improvements are anticipated to consist of the following sheets:

- Cover Sheet (1 Sheet)
- Index of Sheets, Highway Standards, General Notes, D3 Standard Details (1 Sheet)
- Summary of Quantities
- Typical Sections
- Schedule of Quantities
- Alignment, Ties and Benchmarks (1 sheet)
- Plan and Profile Sheets (2 Sheets)
- Traffic Control Plan
- Erosion and Sediment Control
- Plat of Highways
- Pavement marking, signing Sheet
- Grading and Landscaping Sheet

- Structural Plans and Details
- District 3 Details (2 Sheets)
- Cross sections (9 Sheets)

Specifications will be prepared in the format required for IDOT projects using Microsoft Office. PS&E will be submitted for review and approval at the pre-final and final bid document stages of completion. This task also includes the preparation of an engineer's opinion of probable construction cost for the proposed improvement and estimate of time. AutoCAD files of the project will be provided to the County for use during construction layout.

TASK 15 – RIGHT-OF-WAY AND EASEMENT PLATS

The replacement of the culvert may Right-Of-Way (ROW) acquisition and/or temporary construction easements. Within the anticipated project limits, the ROW width is approximately 30-feet wide at the culvert and approximately 40-feet outside the culvert limits. If ROW is required, the ENGINEER will prepare the Plats and Legal descriptions. The LPA will do negotiations. ROW acquisition and/or easements will potentially impact three (3) land parcels.

- 0927226007
- 0927100013
- 0927226004

- Necessary courthouse research will be performed that will include all the plats, deeds, and right-of-way documents for each parcel within the project limits and adjoining the project. Additional monument reconnaissance in the field as required to verify the existing right-of-way for the subject project.
- A Plat will be prepared for the right-of-way takings and temporary construction easements and legal descriptions will be written for the three (3) parcels affected. A separate legal description will be needed for each holding affected, as determined by ownership.
- Current Title Commitments will be necessary to determine ownership and total holdings. Title Commitments will be ordered by the **ENGINEER**.
- Plat-of-Highway and legal descriptions will be prepared and submitted to STATE for review and comment.
- Plats shall be in accordance with STATE and **LPA** standards.

TASK 16 – PERMITTING

The engineer will prepare and submit permit documents to the following agencies:

- IDNR-OWR Statewide Permit No. 2
- U.S. Army Corps of Engineers – Nationwide Permit #14 (Linear Transportation Projects) and Permit #33 (Temporary construction, access, and Dewatering)
- IEPA NPDES Permit No. ILR10 Permit

TASK 17 – MEETINGS

Meetings will serve to discuss and resolve issues in the preliminary design process. Minutes of all meetings will be prepared by the **ENGINEER** and distributed within five working days of the meeting. The **ENGINEER** will be responsible for maintaining a list of action items that will be updated at each meeting.

- The **ENGINEER** has allotted for one (1) project initiation meeting with the **LPA** (*via phone conversations*).
- The **ENGINEER** will attend one (1) project initiation meeting at the STATE (*via Webex*)
- The **ENGINEER** will attend one (1) project initiation meeting at the FHWA (*via Webex*)
- The **ENGINEER** has estimated for two (2) additional progress meetings with the **LPA** (*via phone conversations*).

TASK 18 – PROJECT MANAGEMENT

The successful management of a project requires scheduling and reporting of the progress of the project. Services will include the following tasks:

- The **ENGINEER** will initiate project setup including contract administration, budget control and internal project team meetings.
- The **ENGINEER** will prepare and submit monthly progress reports and monthly invoices.
- The **ENGINEER** will provide phone and email updates and general project coordination with the **LPA** as necessary to advance the progress of the project.
- The **ENGINEER** will prepare and monitor the project schedule.

EXCLUSIONS TO THE SCOPE OF SERVICES

The following tasks or items were deemed unnecessary and would be considered as additional services if required:

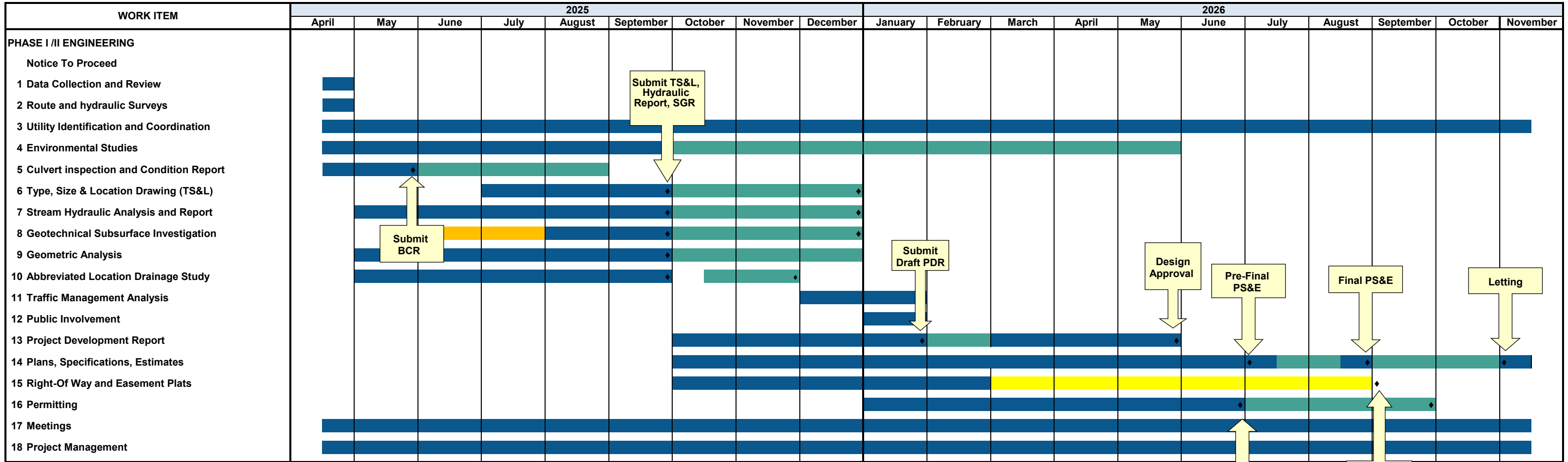
- Public informational meeting or public hearing
- Traffic noise analysis
- COSIM modeling
- Wetland bank fee
- Land acquisition services (appraisals, negotiations, closings, and certification) (By **LPA**)
- Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR)
- BIM modeling
- Section 6(f) or 106 coordination
- Section 4(f) coordination
- Incidental Take Authorization/coordination
- Addendum ESR (AESR) or Addendum WIE (AWIE) submittals
- Wetland Delineation and Report
- Wetland Impact Evaluation
- Special Waste Assessment
- Special Waste/ PESA validation
- Crash Analysis Report Deliverable
- Mailing of certified letters for property owners
- Abbreviated Location Drainage Study
- Traffic Management Analysis
- Detour committee meeting
- Traffic Management Plan (TMP)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Town of Cortland	Engineering Resource	DeKalb	

**EXHIBIT B
PROJECT SCHEDULE**

See Attached

AIRPORT ROAD BRIDGE REPLACEMENT, TOWN OF CORTLAND - PHASE I AND II ENGINEERING



◆ Indicates Project Milestone
 [Green Bar] Indicates Agency Review Time
 [Blue Bar] Indicates Consultant Work Time
 [Yellow Bar] Indicates ROW Acquisition

[Orange Bar] Subconsultant Time

SCHEDULE WAS SET FOR A NOVEMBER 2026 LETTING FOR A SPRING 2027 CONSTRUCTION. SCHEDULE ALLOWS FOR ROOM TO SHIFT THE LETTING TO MARCH 2027 AND STILL COMPLETE DURING 2027 CONSTRUCTION SEASON

Permits
 ROW Certified

Letting

Design Approval

Submit Draft PDR

Submit TS&L, Hydraulic Report, SGR

Submit BCR

Pre-Final PS&E

Final PS&E

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Town of Cortland	Engineering Resource	DeKalb	

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes								
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>								
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 BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>								
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>								
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>								
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>								
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>								
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>								
Project Criteria		Weighting									
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>								
Selection committee (titles) for this project											
<table border="1"> <tr> <td colspan="2">Top three consultants ranked for this project in order</td> </tr> <tr> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> </table>				Top three consultants ranked for this project in order		1		2		3	
Top three consultants ranked for this project in order											
1											
2											
3											
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>								
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>								
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>								
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 type="checkbox"/>	<input type="checkbox"/>								
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>								
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>								
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>								



Local Public Agency Town of Cortland	County DeKalb	Section Number
Prime Consultant (Firm) Name Engineering Resource Associates, Inc.	Prepared By M. Lange	Date 2/18/2025
Consultant / Subconsultant Name 	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks
 Phase I and II for the replacement of the Airport Road concrete box culvert (SN 019-4805) over Union Ditch #1

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	132.90%
START DATE	3/1/2025		COMPLEXITY FACTOR	0
RAISE DATE			% OF RAISE	3.00%
END DATE	2/28/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/1/2025			

The total escalation = 0.00%

Local Public Agency	County	Section Number
Town of Cortland	DeKalb	

Consultant / Subconsultant Name	Job Number

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Professional Engineer III	\$56.17	\$56.17
Structural Engineer IV	\$76.25	\$76.25
Staff Engineer III	\$44.83	\$44.83
Engineering Technician VI	\$54.50	\$54.50
Ecological Services Director	\$62.00	\$62.00
Environmental Specialist II	\$37.50	\$37.50
Professional Surveyor II	\$64.00	\$64.00
Surveyor IV	\$49.00	\$49.00
Administrative Staff III	\$36.50	\$36.50
Professional Engineer II	\$51.63	\$51.63

Local Public Agency	County	Section Number
Town of Cortland	DeKalb	
Consultant / Subconsultant Name		Job Number

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Rubino Engineering	7,400.00	740.00
Total	7,400.00	740.00

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

Town of Cortland

County

DeKalb

Section Number

Job Number

Consultant / Subconsultant Name

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	10	\$65.00	\$650.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Commitments	Actual Cost	3	\$750.00	\$2,250.00
Printing Costs (In-house)	Actual Cost	1	\$120.00	\$120.00
ERIS (Radius Report)	Actual Cost			\$0.00
TOTAL DIRECT COSTS:				\$3,020.00

Local Public Agency

County

Section Number

Town of Cortland

DeKalb

Consultant / Subconsultant Name

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 132.90%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Data Collection and Review		8	421	560	139		1,120	0.69%
Route and Hydraulic Surveys	585	116	6,012	7,990	1,984		15,986	9.83%
Utility Identification and Coordination		26	1,166	1,549	385		3,100	1.91%
Environmental Studies		16	786	1,045	259		2,090	1.29%
Bridge Condition Report		18	1,184	1,574	391		3,149	1.94%
Type, Size & Location (TS&L)	65	80	5,472	7,272	1,806		14,550	8.95%
Stream Hydraulic Analysis & Report	120	175	7,947	10,562	2,623		21,132	13.00%
Geotechnical Subsurface Investigation		2	153	203	50	14,590	14,996	9.22%
Geometric Analysis		66	3,412	4,535	1,126		9,073	5.58%
Abbrev. Location Drainage Study			-	-	-		-	0.00%
Traffic Management Analysis			-	-	-		-	0.00%
Public Involvement		4	179	238	59		476	0.29%
Project Development Report		100	4,710	6,259	1,554		12,523	7.70%
Plans, Specifications and Estimates		305	17,050	22,660	5,627		45,337	27.89%
ROW and Easement Plats	2,250	55	2,990	3,974	987		7,951	4.89%
Permitting		30	1,414	1,879	466		3,759	2.31%
Meetings		15	892	1,186	294		2,372	1.46%
Project Management		7	454	604	150		1,208	0.74%
			-	-	-		-	-
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			-	-	-		-	-
			-	-	-		-	-
Subconsultant DL							\$740.00	0.46%
Direct Costs Total ===>	\$3,020.00						\$3,020.00	1.86%
TOTALS		1023	54,242	72,090	17,900	14,590	162,582	100.00%

Local Public Agency

Town of Cortland

County

DeKalb

Section Number

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Data Collection and Review			Route and Hydraulic Surveys			Utility Identification and Coordination			Environmental Studies			Bridge Condition Report		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Professional Engineer III	56.17	150.0	14.66%	8.24															
Structural Engineer IV	76.25	163.0	15.93%	12.15	2	25.00%	19.06										12	66.67%	50.83
Staff Engineer III	44.83	514.0	50.24%	22.52	6	75.00%	33.62				26	100.00%	44.83	12	75.00%	33.62	6	33.33%	14.94
Engineering Technician VI	54.50	16.0	1.56%	0.85				16	13.79%	7.52									
Ecological Services Directo	62.00	8.0	0.78%	0.48									4	25.00%	15.50				
Environmental Specialist II	37.50	20.0	1.96%	0.73															
Professional Surveyor II	64.00	51.0	4.99%	3.19				16	13.79%	8.83									
Surveyor IV	49.00	84.0	8.21%	4.02				84	72.41%	35.48									
Administrative Staff III	36.50	2.0	0.20%	0.07															
Professional Engineer II	51.63	15.0	1.47%	0.76															
		0.0																	
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TOTALS		1023.0	100%	\$53.02	8.0	100.00%	\$52.69	116.0	100%	\$51.83	26.0	100%	\$44.83	16.0	100%	\$49.12	18.0	100%	\$65.78

Local Public Agency

Town of Cortland

County

DeKalb

Section Number

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Type, Size & Location (TS&L)			Stream Hydraulic Analysis & Report			Geotechnical Subsurface Investigation			Geometric Analysis			Abbrev. Location Drainage Study			Traffic Management Analysis		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Professional Engineer III	56.17										40	60.61%	34.04						
Structural Engineer IV	76.25	60	75.00%	57.19				2	100.00%	76.25									
Staff Engineer III	44.83	20	25.00%	11.21	160	91.43%	40.99				26	39.39%	17.66						
Engineering Technician VI	54.50																		
Ecological Services Director	62.00																		
Environmental Specialist II	37.50																		
Professional Surveyor II	64.00																		
Surveyor IV	49.00																		
Administrative Staff III	36.50																		
Professional Engineer II	51.63				15	8.57%	4.43												
TOTALS		80.0	100%	\$68.40	175.0	100%	\$45.41	2.0	100%	\$76.25	66.0	100%	\$51.70	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency

Town of Cortland

County

DeKalb

Section Number

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Public Involvement			Project Development Report			Plans, Specifications and Estimates			ROW and Easement Plats			Permitting			Meetings		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Professional Engineer III	56.17				20	20.00%	11.23	90	29.51%	16.57									
Structural Engineer IV	76.25							75	24.59%	18.75							7	46.67%	35.58
Staff Engineer III	44.83	4	100.00%	44.83	80	80.00%	35.86	140	45.90%	20.58				26	86.67%	38.85	8	53.33%	23.91
Engineering Technician VI	54.50																		
Ecological Services Director	62.00												4	13.33%	8.27				
Environmental Specialist II	37.50										20	36.36%	13.64						
Professional Surveyor II	64.00										35	63.64%	40.73						
Surveyor IV	49.00																		
Administrative Staff III	36.50																		
Professional Engineer II	51.63																		
TOTALS		4.0	100%	\$44.83	100.0	100%	\$47.10	305.0	100%	\$55.90	55.0	100%	\$54.36	30.0	100%	\$47.12	15.0	100%	\$59.49

Local Public Agency

Town of Cortland

County

DeKalb

Section Number

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 4 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Management																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Professional Engineer III	56.17																		
Structural Engineer IV	76.25	5	71.43%	54.46															
Staff Engineer III	44.83																		
Engineering Technician VI	54.50																		
Ecological Services Director	62.00																		
Environmental Specialist II	37.50																		
Professional Surveyor II	64.00																		
Surveyor IV	49.00																		
Administrative Staff III	36.50	2	28.57%	10.43															
Professional Engineer II	51.63																		
TOTALS		7.0	100%	\$64.89	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Airport Road over Union Ditch #1
EXHIBIT E - Workhour Summary

Task and Description	<u>Total Workhours</u>
Task 1 Data Collection and Review	
<i>Review Existing Data</i>	6
<i>Prepare Photo Log</i>	2
<i>Site Visit</i>	0
Subtotal:	8
Task 2 Route and Hydraulic Surveys	
<i>Horizontal and Vertical Control</i>	8
<i>Topographic Survey</i>	16
<i>Hydraulic Survey</i>	16
<i>Existing Right-of-Way</i>	60
<i>Drafting Existing Conditions</i>	16
Subtotal:	116
Task 3 Utility Identification and Coordination	
<i>JULIE Design Locate</i>	2
<i>Utility Notification Letters</i>	4
<i>Base Drawing and Conflict Identification.</i>	16
<i>Follow-Up Letters</i>	4
Subtotal:	26
Task 4 Environmental Studies	
<i>Environmental Survey Request</i>	14
<i>Wetland Delineation and Report</i>	0
<i>Wetland Impact Evaluation</i>	0
<i>Bridge Bat Assessment</i>	2
<i>Special Waste Assessment</i>	0
Subtotal:	16
Task 5 Bridge Condition Report	
<i>Bridge Inspection (1 people)</i>	8
<i>BBS 2805</i>	10
<i>Bridge Condition Report</i>	0
Subtotal:	18

**Airport Road over Union Ditch #1
EXHIBIT E - Workhour Summary**

<u>Task and Description</u>	<u>Total Workhours</u>
Task 6 Type, Size & Location Drawing (TS&L)	
<i>Develop Design Parameters</i>	8
<i>Preliminary Bridge Design</i>	8
<i>Type, Size, and Location (TS&L) Drawings</i>	64
Subtotal:	80
Task 7 Stream Hydraulic Analysis and Report	
<i>Field Review and Data Collection</i>	2
<i>Develop Existing Hydrologic/Hydraulic Models</i>	55
<i>Review FEMA and USGS Records</i>	2
<i>Determine Floodplain Impacts and Comp. Storage Needs</i>	24
<i>Perform HEC-18 Scour Analysis</i>	8
<i>Proposed Hydraulic Model</i>	24
<i>Hydraulic Report and Exhibits</i>	60
Subtotal:	175
Task 8 Geotechnical Subsurface Investigation	
<i>Review of Structural Geotechnical Report (SGR)</i>	2
Subtotal:	2
Task 9 Geometric Analysis	
<i>Preliminary Design / Modeling</i>	32
<i>Design Exceptions</i>	16
<i>Barrier Warrant Analysis</i>	12
<i>Sight Distance Analysis (3 entrances)</i>	6
Subtotal:	66
Task 10 Abbreviated Location Drainage Study	
<i>Evaluate Existing Drainage</i>	0
<i>Design Proposed Drainage Improvements</i>	0
Subtotal:	0
Task 11 Traffic Management Analysis	
<i>Traffic Management and Detour Analysis</i>	0
<i>IDOT Coordination and TMP Submittal</i>	0
Subtotal:	0

**Airport Road over Union Ditch #1
EXHIBIT E - Workhour Summary**

	<u>Task and Description</u>		<u>Total Workhours</u>
Task 12	Public Involvement		
	<i>Impacted Property Coordination</i>		4
		Subtotal:	4
Task 13	Project Development Activities and Report		
	<i>Existing Condition Analysis</i>		4
	<i>Crash Analysis</i>		4
	<i>Draft Project Development Report</i>		60
	<i>Final Project Development Report</i>		32
		Subtotal:	100
Task 14	Plans, Specifications and Estiamtes (PS&E's)		
	Cover Sheet (1 Sheet)		4
	Index of Sheets, Highway Standards, General Notes, D3 Standard Details (1 Sheet)		4
	Summary of Quantities (2 Sheets)		4
	Typical Sections (1 Sheet)		16
	Schedule of Quantities (2 Sheets)		16
	Alignment, Ties and Benchmarks (1 sheet)		12
	Removal Plan (1 Sheet)		8
	Plan and Profile Sheets (2 Sheets)		32
	Traffic Control Plan (2 Sheets)		6
	Erosion and Sediment Control Plan (1 Sheet)		16
	Stormwater Pollution prevention Plan (SWPP) (1 Sheet)		16
	Pavement marking, signing, Landscaping Sheet (1 Sheet)		8
	Structural Plans and Details (12 Sheets)		58
	District 3 Details (1 Sheet)		1
	Cross sections (3 Sheets)		24
			Plan Subtotal:
	Plans		225
	Specifications		40
	Estimates		40
		PS&E Subtotal:	305

**Airport Road over Union Ditch #1
EXHIBIT E - Workhour Summary**

<u>Task and Description</u>	<u>Total Workhours</u>
Task 15 Right-Of-Way and Easement Plats	
Plat of Highway and Legal Descriptions	55
Subtotal:	55
Task 15 Permitting	
IDNR-OWR Statewide Permit 2	8
USACOE	16
IEPA NPDES Permit No ILR10	6
Subtotal:	30
Task 16 Meetings	
<i>Kick-off Meeting (2 people x 1 hr)</i>	2
<i>IDOT Kick-off Meeting (2 people x 1 hr)</i>	2
<i>FHWA/IDOT Meeting (2 people x 1 hr)</i>	2
<i>IDOT District 3 Detour Meeting (2 people x 1.5 hrs)</i>	3
<i>Progress Meetings (2) (3 people x 1 hr)</i>	6
Subtotal:	15
Task 17 Project Management	
<i>Project Startup</i>	1
<i>Monthly Invoices and Progress Reports (24 months x 0.5-hrs)</i>	6
Subtotal:	7
Grand Total:	1,023
Structural Sheets (listed above)	
General Plan & Elevation (1 Sheet)	2
General Data (1 Sheet)	2
Precast Box Culverts	8
CIP Culvert End Sections/ Wingwalls (3 Sheets)	44
Soil Boring Logs (2 Sheets)	1
Existing Plans (2 Sheets)	1
Σ	58

**Airport Road over Union Ditch #1
Exhibit E - Direct Cost Backup Data**

CONTRACT RATES

8 1/2" x11" B&W \$0.06	HALF DAY \$32.50	(VEHICLE OWNED)
11" x 17" B&W \$0.12	FULL DAY \$65.00	(VEHICLE OWNED)
8 1/2" x11" Color \$1.00	CADD \$10.00	
11" x 17" Color \$3.90		

Task 1 Data Collection and Review

Vehicle Owned or Leased = 0 Day FULL DAY

Task Cost = \$0.00

Task 1 Cost = \$0.00

Task 2 Route and Hydraulic Surveys

Field Work = 84 hrs

Vehicle Owned or Leased = 9 Days FULL DAY

Task 2 Cost = \$585.00

Task 3 Utility Identification and Coordination

Task 3 Cost = \$0.00

Task 4 Environmental Studies

Field Work = 0 hrs

Vehicle Owned or Leased = 0 Days FULL DAY

Cost = \$0.00

FIM + RR + Historical Aerials = \$0.00

No. of Times = 1

Cost = \$0.00

Task 4 Cost = \$0.00

(Wetland Delineation, Bat Assessment, Tree Survey)

Task 5 Culvert Inspection and Condition Report

Vehicle Owned or Leased = 1 Day FULL DAY

Cost = \$65.00

Airport Road over Union Ditch #1
Exhibit E - Direct Cost Backup Data

Task 6 Type, Size & Location Drawing (TS&L)

Task 6 Cost = \$0.00

Task 7 Stream Hydraulic Analysis and Report

No. Of Copies = 1	(Hydraulic Report, TS&L)
No. of Pages = 31	8 1/2" x11" B&W
No. of Pages = 11	11" x 17" B&W
No. of Pages = 50	8 1/2" x11" Color
No. of Pages = 17	11" x 17" Color

Task 7 Cost = \$120.00

Task 8 Geotechnical Subsurface Investigation

Vehicle Owned or Leased = 0 Day HALF DAY

Task 8 Cost = \$0.00

Task 9 Geometric Analysis

Task 9 Cost = \$0.00

Task 10 Abbreviated Location Drainage Study

Task 10 Cost = \$0.00

Task 11 Traffic Management Analysis

Vehicle Owned or Leased = 0 Day HALF DAY

Task 11 Cost = \$0.00

Task 12 Public Involvement

Task 12 Cost = \$0.00

Task 13 Project Development Activities and Report

Task 13 Cost = \$0.00 (Electronic Copy)

Task 14 Plans, Specifications and Estimates

Task 14 Cost = \$0.00 (Electronic Copy)

Airport Road over Union Ditch #1
Exhibit E - Direct Cost Backup Data

Task 15 ROW and Easement Plats

Title Commitments = \$2,250 (3 Parcels)
Task 15 Cost = \$2,250.00 (Electronic Copy)

Task 16 Permitting

Task 16 Cost = \$0.00 (Electronic Copy)

Task 17 Meetings

Vehicle Owned or Leased = 0 Day Via webex meetings

Task 16 Cost = \$0.00

Task 18 Project Management

Task 17 Cost = \$0.00

TOTAL ALL TASKS = \$3,020.00

SUMMARY

Vehicle Owned or Leased = 10.0 Days	FULL DAY	\$650.00	2
Vehicle Owned or Leased = 0 Days	HALF DAY	\$0.00	
FIM + RR+ Historical =		\$0.00	
8 1/2" x11" B&W 31		\$1.86	
11" x 17" B&W 11		\$1.32	
8 1/2" x11" Color 50		\$50.00	
11" x 17" Color 17		\$66.30	
Title Commitments		\$2,250	

ALL TASKS = \$3,020.00



February 19, 2025

To: Melissa Lange
Engineering Resource Associates
3s701 West Avenue | Suite 150
Warrenville, IL 60555
P: 630.393.3060 x 2020

Re: Proposal - Geotechnical Exploration
Proposed Airport Road Culvert
Replacement Over Union Ditch #1
Courtland, Illinois

Proposal No. Q25.115g

Via email: mlange@eraconsultants.com

Dear Ms. Lange,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Melissa Lange of Engineering Resource Associates via email on February 19, 2025.

PROJECT UNDERSTANDING

Rubino understands that Engineering Resource Associates (ERA) is planning to aid in the replacement of the Airport Road Culvert Over Union Ditch #1 (SN 019-4805) in Courtland, Illinois. ERA has requested Rubino to perform soil borings, pavement cores, and CCDD testing for the proposed culvert replacement.

Information received:

- RFP email from Melissa Lange of Engineering Resource Associates on February 19, 2025
- "SN 019-4805" – kmz file included in RFP email

Structural Loads received: none; however Rubino will need the following information for the Structural Geotechnical Report:

- Boring elevations
- Scour depth or elevation
- Current TS&L that includes the following:
- Culvert type and description for SGR text

Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Site Access	Open site
Field Equipment / Soil Sampling Method	Track-mounted Geoprobe Drill Rig & Core Machine
Traffic Control Needs	Flaggers
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	IDOT SPT – 2 ½ ft to 30 ft, 5 ft thereafter
Backfill Needs	Cuttings, excess spoils remain on site
Patching	Cold Patch
Site Protection or Restoration included	None
Groundwater Readings	During drilling and upon auger removal
CCDD	662 – soil grabs at all borings + pH
Additional Sampling needed	Double Jar for Hydrometer at Scour Boring (S-01)
Additional Field Equipment needed	Rimac – for AASHTO

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. ERA proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	NUMBER OF CORES WITH PAVEMENT THICKNESS	DEPTH (FEET BEG*)	BORING ID / PURPOSE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
2	--	30	Culvert Structure (CB-01 & CB-02)	2 ½ ft to 30 ft, 5 ft intervals thereafter	IDH (Rimac)
1	--	15	Scour (S-01)		
1	1	15	Roadway (RB-01)		

4 Total Borings 1 Total Cores 90 Total Lineal Feet

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

SCOPE OF SERVICES DISCUSSION

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

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Traffic Control

Rubino anticipates that traffic control will be necessary along Airport Road. Rubino will subcontract a traffic control company to provide flaggers.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 30 feet and 5 - foot intervals thereafter, as applicable.

Completion of Borings

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

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

Geotechnical Laboratory Testing

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

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

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests is summarized below.

Laboratory Test	Estimated Quantity	Sample Type
Natural Moisture Content	36	Split spoon
Atterberg Limits	2	Split spoon
Hydrometer	3	Split spoon
Organic Content	3	Split spoon

CCDD TESTING – LPC 662 ONLY

Rubino will obtain a "Potential Impacted Property" (PIP) evaluation of the area near the proposed improvements.

If the PIP evaluation indicates no further testing is needed for form LPC-662, Rubino will composite soil samples from each borehole for soil analytical testing in general compliance with the IEPA CCDD requirements.

- PIP Evaluation (Historical & Regulatory)
 - 1 Eris Report
- Soil Analytical Tests:
 - **pH (4 total tests: CB-01, CB-02, S-01, and RB-01)**
- P.E. Certification (LPC #662)
- *LPC-662 CCDD Certification, as applicable*

Please note that CCDD certification requirements vary depending on the dump site. The above scope should be reviewed by the proposed dump site to determine compliance with the site's specific requirements.

STRUCTURE GEOTECHNICAL REPORT (SGR)

- Cover Sheet and Table of Contents
- Project Description and Scope
- Field Exploration
- Geotechnical Evaluations and Recommendations
 - Settlement (if new fill for embankment is planned)
 - Slope Stability, drained and undrained (1 scaled profile included, to be provided by ERA)
 - Scour (Scour report to be provided by ERA)
 - Seismic Considerations
- Wing Wall Foundation Recommendations (if applicable)
- Culvert Bedding Stone Recommendations
- Construction Considerations
- Appendices (Supporting Documentation): location map, boring plan and soil profile, boring logs, laboratory test results, SSR Charts, photographs

An electronic copy of the report will be provided. The report will be addressed to Engineering Resource Associates.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2
Geo Laboratory Testing	5 – 10
CCDD Lab Testing	8 – 12
CCDD and Geo Reporting	5 - 10

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

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

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

Subsurface Exploration	Boring Layout / Utility / PM	\$ 990.00	Lump sum
	Drill Rig Mobilization and Drilling with Field Geologist	\$ 5,500.00	Lump sum
	Pavement Cores	\$ 700.00	Lump sum
Traffic Control	Flaggers	\$ 2,800.00	Estimate
Lab	Geotechnical Lab Tests as described above	\$ 1,200.00	Lump sum
Reporting	Preparation of the Geotechnical Report	\$ 2,000.00	Lump sum
CCDD 662	PIP Evaluation, pH, and LPC Form 662:	\$ 1,400.00	Lump sum
		\$14,590.00	Grand Total

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

Scope Limitations

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

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

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

AUTHORIZATION

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

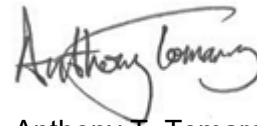
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President
Michelle.lipinski@rubinoeng.org



Anthony T. Tomaras, PG
Project Manager
anthony@rubinoeng.com

Prepared By:
Jonathan Ignarski
jonathan@rubinoeng.com
Reviewed By:
Anthony Tomaras, PG
anthony@rubinoeng.com

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

MAL/file

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

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

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____ , 202__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____

2. Project Location: _____

3. Your Job No: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Site Contact: _____ Telephone No.: _____

6. Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ **Email:** _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ **Email:** _____

7. Invoicing Address: _____

Attn: _____

Email: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2025 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	115.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	8.90
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Organic Content Determination Test (loss on ignition)	Each	\$	15.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter. Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 3) All rates are billed on a portal-to-portal basis.
- 4) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 5) Transportation and per diem are charged at the applicable rates.
- 6) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 7) A minimum charge of 4 hours applies to field testing and observation services.
- 8) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 9) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 10) The minimum billing increment for time is a half hour.
- 11) A project set-up charge of a minimum of two hours applies to all projects.
- 12) Professional services rates are exclusive of expert deposition or testimony time.
- 13) Drilling and field service rates are based on OSHA Level D personnel protection.
- 14) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 15) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 16) Services and fees not listed on this schedule may be quoted on request.
- 17)

Client#: 1171577

RUBINENG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/06/2024

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

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


PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger	
	PHONE (A/C No. Ext.): 630 625-5219	FAX (A/C No.): 610 537-4939
E-MAIL ADDRESS: AECertificates@usi.com		
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE	
	INSURER A: RLJ Insurance Company	NAIC # 13056
	INSURER B: Pacific Insurance Company, Limited	NAIC # 10046
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL NSR	SUBR RVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0003777	09/01/2024	09/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED EQUIPMENT (If applicable) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			PSA0001881	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Per 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	09/01/2024	09/01/2025	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	N/A	PSW0002789	09/01/2024	09/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			83OH056719924	09/01/2024	09/01/2025	\$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.

CERTIFICATE HOLDER Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

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

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

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

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.