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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRAD MERKEL, DIRECTOR OF PUBLIC WORKS  
**SUBJECT:** RESOLUTION: AUTHORIZING PSA FOR PHASE III CONSTRUCTION ENGINEERING SERVICES BLACKBERRY CREEK PEDESTRIAN/BIKE BRIDGE PROJECT  
**AGENDA:** DECEMBER 5, 2023, REGULAR BOARD MEETING  
**DATE:** NOVEMBER 30, 2023

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**ISSUE**

Approval of a Professional Services Agreement for Phase III Construction Engineering Services for the Blackberry Creek Pedestrian/Bike Bridge Project.

**DISCUSSION**

This project was previously last discussed at the April 4, 2023, Board Meeting. At that time the Board approved a resolution with HR Green for the Phase II Engineering for the Blackberry Creek Pedestrian/Bike Bridge project. Phase II is now complete; the next step is to award the Phase III Construction Engineering to keep the project on schedule for a Spring 2024 IDOT Letting.

HR Green has provided a Phase III Construction Engineering proposal of \$115,011.00.

This Project is time sensitive, and we must award all contracts by June of 2025 to receive funding.

**COST**

The Village received the ITEP Grant for up to \$882,630.00. leaving a local share of \$176,530.00 divided among the 4 agencies for an estimated total of \$44,132.50 per agency. If the other agencies will not commit to the additional funding the Village could use surplus funds to cover the additional costs.

**RECOMMENDATION**

The Village Board approves Resolution **#20231205PW4** authorizing an Agreement with HR Green for the Professional Engineering Services for the Phase III Construction

Engineering for the Blackberry Creek Pedestrian/Bike Bridge Project in the not to exceed amount of \$115,011.00.



RESOLUTION NO. 20231205PW4

**VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS**

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
HR GREEN FOR THE PHASE III CONSTRUCTION ENGINEERING  
BLACKBERRY CREEK PEDESTRIAN/BIKE BRIDGE PROJECT.**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of HR Green to provide professional preliminary, design and construction engineering services for the Phase III Construction Engineering Blackberry Creek Pedestrian/Bike Bridge Project, and to execute the attached agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between HR Green and the Village of Sugar Grove for Phase III Construction Engineering Blackberry Creek Pedestrian/Bike Bridge Project, and to execute the attached agreement;

The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 5th day of December, 2023.

\_\_\_\_\_  
Jennifer Konen, President of the Board  
of Trustees of the Village of Sugar Grove,  
Kane County, Illinois

ATTEST: \_\_\_\_\_  
Rachel Wortham, Deputy Clerk  
Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
President Jennifer Konen	_____	_____	_____	_____



Using Federal Funds?  Yes  No

Agreement For:  Agreement Type:

**LOCAL PUBLIC AGENCY**

Local Public Agency	County	Section Number	Job Number
<input type="text" value="Sugar Grove"/>	<input type="text" value="Kane"/>	<input type="text" value="18-00030-00-BT"/>	<input type="text" value="C-91-155-22"/>
Project Number	Contact Name	Phone Number	Email
<input type="text" value="CFDC(840)"/>	<input type="text" value="Brian Schiber"/>	<input type="text" value="(630) 391-7230"/>	<input type="text" value="bschiber@sugargroveil.gov"/>

**SECTION PROVISIONS**

Local Street/Road Name	Key Route	Length	Structure Number
<input type="text" value="Blackberry Creek Shared-Use Path"/>	<input type="text" value="N/A"/>	<input type="text" value="0.23"/>	<input type="text" value="New Structure"/>

Location Termini	<input type="button" value="Add Location"/>
<input type="text" value="Belle Vue Lane to Virgil Gilman Trail"/>	<input type="button" value="Remove Location"/>

Project Description

Engineering Funding  Federal  MFT/TBP  State  Other

Anticipated Construction Funding  Federal  MFT/TBP  State  Other

**AGREEMENT FOR**

Phase III - Construction Engineering

**CONSULTANT**

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
<input type="text" value="HR Green, Inc."/>	<input type="text" value="Kevin Berry"/>	<input type="text" value="(630) 553-7560"/>	<input type="text" value="kberry@hrgreen.com"/>
Address	City	State	Zip Code
<input type="text" value="2363 Sequoia Drive   Suite 101"/>	<input type="text" value="Aurora"/>	<input type="text" value="IL"/>	<input type="text" value="60506"/>

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 (CECS) Worksheet (BLR 05513 or BLR 05514 )
- BC775
- Exhibit E: Rubino Sub-Consultant 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 for Preliminary and/or Design Engineering: 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. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. 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.
9. 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.
10. For Construction Engineering Contracts:
  - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. 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 following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
  - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
  - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. 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 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.

5. 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:

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.

**Field Office Overhead Rates:** Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. 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. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. 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.
3. 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 save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage 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.
4. 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 material 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.

5. 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 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.
6. 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.
7. 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.
8. 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 (e) and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

9. 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 include but are not limited to: acts of God or a public enemy; act 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.

10. 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 statue 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 project. 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.

- 11. 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.).
- 12. For Construction Engineering Contracts:
  - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
  - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
  - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
  - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HR Green, Inc.	42-0927178	\$111,011.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$4,000.00
Subconsultant Total		\$4,000.00
Prime Consultant Total		\$111,011.00
Total for all work		\$115,011.00

AGREEMENT SIGNATURES

Attest: The Village of Sugar Grove

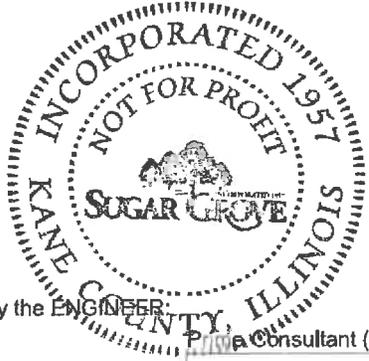
By (Signature & Date)  
Machel Wetham

By (Signature & Date)  
[Signature] 11-8-23

Local Public Agency Sugar Grove  
Local Public Agency Type Village Clerk

Title  
Public Works Director

(SEAL)



Executed by the ENGINEER:  
Consultant (Firm) Name  
Attest: HR Green, Inc.

By (Signature & Date)  
[Signature] 11/8/23  
Title  
President - Construction

By (Signature & Date)  
[Signature] 11/8/23  
Title  
Area Manager - Construction

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Sugar Grove	HR Green, Inc.	Kane	18-00030-00-BT

**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

**Project Start-Up and Submittal Reviews**

This work will include the Resident Engineer reviewing the approved plans and specifications to become familiar with the project, document existing conditions, review the contractor's construction schedule, and set-up the project's file system and paperwork. Hours are also included to prepare for and attend the pre-construction meeting. It is anticipated that this initial stage will begin in May 2024.

**Construction Observation/Inspection**

HR Green, Inc. will provide full-time construction observation services on a cost-plus fixed fee, not to exceed basis. HR Green will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

HR Green will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete pay estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor, IDOT, and the Village of Sugar Grove (Village). HR Green will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Contract Special Provisions. HR Green will keep the Village and IDOT informed as to the progress of construction.

HR Green will conduct bi-weekly progress meetings with the contractor, Village, IDOT, utility companies, and any other stakeholders that might be involved with the project. HR Green will prepare the agendas and distribute meeting minutes to all attendees. It is anticipated that the contractor will work extended hours during the peak construction period and require our staff to be on-site to oversee their operations from June, 2024 to September, 2024.

**Quality Assurance Material Testing**

Rubino Engineering will be providing on-site Quality Assurance Testing of all HMA and PCC materials incorporated into the project to meet IDOT Project Procedures.

**Project Management and Oversight**

Construction Management personnel will provide guidance and consultation to the Resident Engineer as needed. It is anticipated that at a minimum, one site visit per week will be made by the Construction Project Manager to ensure the project is being administered properly and staff is equipped appropriately to ensure that observation and documentation is being performed in compliance with the IDOT Standard Procedures.

**Survey and As-builts**

This work will consist of gathering pre-construction site conditions and during construction to accurately compute earthwork and other end-area work items. This work will also include the verification of contractor layout as deemed necessary by the Resident Engineer. Identification of any control points required at the beginning of the project will be verified by our survey staff. Construction layout is not included as part of this work effort as that work is the responsibility of the contractor.

**Punch-list and Project Close-out**

It is anticipated that punch-list items and project close out will take place from September, 2024 to October, 2024.

Local Public Agency

Prime Consultant (Firm) Name

County

Section Number

Sugar Grove

HR Green, Inc.

Kane

18-00030-00-BT

**EXHIBIT B  
PROJECT SCHEDULE**

See attached Exhibit B



**EXHIBIT B - PROJECT SCHEDULE**

Local Public Agency  
**Village of Sugar Grove**

Prime Consultant (Firm) Name  
**HR Green, Inc.**

County  
**Kane**

Section Number  
**18-00030-00-BT**

**MAN HOUR AND STAFFING ESTIMATE  
 CONSTRUCTION ENGINEERING SERVICES  
 Blackberry Creek Shared Use Path**

CONSULTANT: HR Green Inc.  
 ROUTE: \_\_\_\_\_  
 CONTRACT Number: \_\_\_\_\_  
 COUNTY: Kane  
 DATE: November 7, 2023

PROJECT DATES	
Letting	March, 2024
Anticipated Award	April, 2024
Anticipated Pre-Construction	May, 2024
Anticipated Construction Start	June, 2024
ANTICIPATED COMPLETION	September, 2024
PROJECT CLOSE OUT COMPLETE	October, 2024

- Project Start-Up / Pre-Construction
- Construction Observation & Documentation
- Winter Period
- Punchlist and Project Closeout

**2024: 50 Working Days = June (17) + July (17) + August (16)**

	2024			April (0 WD)			May (15 WD)			June (17 WD)			July (17 WD)			August (17 WD)			September (16 WD)			October (16 WD)			November (14 WD)															
	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25					
Week Beginning																																								
Project Principal (QA/QC)									2											2						1														
Project Manager								2	2			8	8				8	8				8	8				8	8												
Accounting Specialist II								1				1					1					1					1													
Resident Engineer								40	40			45	45	45	45		45	45	45	45		45	45	45	45		40	40	40	40		40	40	40	40					
Intern																																								
Survey										16																														
Total Man-Hours Per Week	0	0	0	0	0	0	0	0	43	44	53	45	70	55	40	53	45	56	45	53	45	54	47	48	40	49	41	48	40	0	1	0	0	0	0	0	0	0		

Manhour Summary	start-up	construct	close-out
Project Principal (QA/QC)	2	6	1
Project Manager	4	64	16
Accounting Specialist: II	1	3	2
Resident Engineer	80	660	160
Intern	0	0	0
Survey	0	16	0
<b>Total Hours</b>	<b>87</b>	<b>749</b>	<b>179</b>

Manhour Summary	Total Hours
Project Principal (QA/QC)	9
Project Manager	84
Accounting Specialist: II	6
Resident Engineer	900
Intern	0
Survey	16
<b>Total Hours</b>	<b>1015</b>

ASSUMPTIONS:
Project duration = 50 working days
Construction from June, 2024 to August, 2024
Resident Engineer Full Time
Project Manager Part Time for Peak Periods
No work Memorial Day, July 4 and Labor Day
Survey required to verify control and Complete as-builts

Local Public Agency Sugar Grove	Prime Consultant (Firm) Name HR Green, Inc.	County Kane	Section Number 18-00030-00-BT
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**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 checked="" 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 checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Firm's Experience	30%
Past Performance	30%
Staff Capabilities	30%
Local Presence	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

- |   |                |
|---|----------------|
| 1 | HR Green       |
| 2 | Willet Hofmann |
| 3 | Benesch        |

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



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

<b>Local Public Agency</b>	<input type="text" value="Village of Sugar Grove"/>	<b>County</b>	<input type="text" value="Kane"/>	<b>Section Number</b>	<input type="text" value="18-00030-00-BT"/>
<b>Prime Consultant (Firm) Name</b>	<input type="text" value="HR Green, Inc."/>	<b>Prepared By</b>	<input type="text" value="Chris Lirot"/>	<b>Date</b>	<input type="text" value="11/7/2023"/>
<b>Consultant / Subconsultant Name</b>	<input type="text" value="HR Green, Inc."/>	<b>Job Number</b>	<input type="text" value="C-91-155-22"/>		

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

**Remarks**

Blackberry Creek Shared Use Path (Belle Vue Lane - Virgil Gilman Trail)

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	<input type="text" value="6"/>	<b>MONTHS</b>	<b>OVERHEAD RATE</b>	<input type="text" value="181.58%"/>
<b>START DATE</b>	<input type="text" value="5/1/2024"/>		<b>COMPLEXITY FACTOR</b>	<input type="text" value="2.00%"/>
<b>RAISE DATE</b>	<input type="text" value="4/1/2025"/>		<b>% OF RAISE</b>	<input type="text" value="2.00%"/>
<b>END DATE</b>	<input type="text" value="10/31/2024"/>			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	Contract	% of Contract
0	5/1/2024	10/31/2024	6	100.00%	





Local Public Agency  
 Village of Sugar Grove  
 Consultant / Subconsultant Name  
 HR Green, Inc.

County  
 Kane

Section Number  
 18-00030-00-BT  
 Job Number  
 C-91-155-22

**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	70	\$65.00	\$4,550.00
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
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$4,550.00</b>







Regional Engineer  
Jose Rios

Contract Number: N/A  
District: 1  
Letting Date: 03/15/24

Department of Transportation  
Address  
201 West Center Court

Municipality  
Village of Sugar Grove

City: Schaumburg  
State: IL  
Zip Code: 60196

Route: \_\_\_\_\_  
County: Kane

Project Number: CFDC(840)  
Job Number: C-91-155-22

Section Number  
18-00030-00-BT

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

Signature (for the local public agency) \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Applicants Name  
Reed Pezanoski

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

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number. 20-16686

Education: Bachelors Degree in Construction Management

Recent Projects:  
Technician on various various contract for District 3 IDOT

Experience:  
Reed has over 4 years of experience overseeing transportation projects.

Signature of Applicant: Reed Pezanoski  
Date: 11/8/2023

Job Title of Applicant  
Construction Technician

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

Regional Engineer Signature

Date Approved

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

**PROPOSAL**

November 8, 2023

To: Chris Lirot, P.E.  
 HR Green, Inc.  
 2363 Sequoia Drive Ste 101  
 Aurora, IL 60506  
 C: 630-688-8402  
 D: 630-708-5040

Re: **QA Materials Testing Services**  
 Blackberry Creek Shared-Use Path  
 Section 18-00030-00-BT  
 Sugar Grove, IL

Proposal No. Q23.537

Via email: [clirot@hrgreen.com](mailto:clirot@hrgreen.com)

Dear Mr. Lirot,

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

**PROJECT UNDERSTANDING**

Rubino Engineering, Inc. received material quantities from Chris Lirot, P.E of HR Green, Inc on November 3, 2023 and the following outlines our understanding of the requested scope of services:

**General Scope of Services****BITUMINOUS PAVING AND CONCRETE**

- QA Field testing of hot mix asphalt (HMA) – density by the nuclear method
- QA Laboratory testing of HMA - Bulk SG, Max SG, and Loss on Ignition
- QA Field testing of uncured concrete and inspection of reinforcing steel
  - Slump, air, temperature, and casting of cylinders
  - Laboratory testing of cured concrete – compressive strength

**Extras**

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

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

**FEES**

The work will be accomplished on a CECS in accordance with the attached BLR 05514 Cost Estimate and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. The estimated fee is **\$4,000.00**.

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

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

Item Description	Type	Vehicle (0.5 per half day)	Cylinders (each)	Material Tester 1 (hr)	Project Manager (hr)	Nuclear Density Gauge (day)	Sample Pickup (2hr MT1 + 0.5 Vehicle)
Concrete Abutments	PCC	1	12	8	2		2
HMA Paving	HMA	1		8	2	2	
	<b>TOTAL</b>	<b>2</b>	<b>12</b>	<b>16</b>	<b>4</b>	<b>2</b>	<b>2</b>

**PROJECT SCHEDULING**

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

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

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

Changes to the schedule or cancellations: [scheduling@rubinoeng.com](mailto:scheduling@rubinoeng.com)

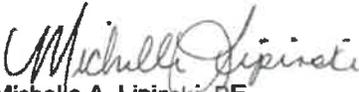
Please call the office with any questions or changes to the schedule between 8am to 4pm.

**CLOSING**

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

Respectfully submitted,

**RUBINO ENGINEERING, INC.**

  
 Michelle A. Lipinski, PE  
 President  
[michelle.lipinski@rubinoeng.com](mailto:michelle.lipinski@rubinoeng.com)

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

**AUTHORIZATION AND PROPOSAL ACCEPTANCE**

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

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

**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:  
\_\_\_\_\_  
\_\_\_\_\_

**REMARKS**

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

Client# 1171577 RUBINENG

## ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE PRINTED YYYY: 0 18 2023

**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 in SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain pol-cies 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 Laurie Cloninger Phone No. 630 625-3218 FAX No. 610 537-4930 E-MAIL AECertificates@Usi.com
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	INSURER'S AFFORDED COVERAGE
	INSURER A: RJJ Insurance Company 13056 INSURER B: Pacific Insurance Company 10048 INSURER C: INSURER D: INSURER E:

COVERAGE	CERTIFICATE NUMBER	POLICY NUMBER	EFFECTIVE DATE	EXPIRES	LIMITS
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED ON THIS CERTIFICATE ARE IN FULL FORCE AND EFFECT AND THAT THE INSURANCE AFFORDED IS AS DESCRIBED HEREIN. THE POLICIES DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS APPLICABLE MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
<b>A</b> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input checked="" type="checkbox"/> ADVERTISING INQUIRY <input type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input type="checkbox"/> POLLUTANTS <input checked="" type="checkbox"/> FIRE <input type="checkbox"/> AUTO <input type="checkbox"/> AIRCRAFT AND HELICOPTERS <input type="checkbox"/> TERRORISM AND HOSTAGES	PSB0003777		09/01/2023	09/01/2024	BODILY INJURY AND PROPERTY DAMAGE: \$1,000,000 ADVERTISING INQUIRY: \$1,000,000 PRODUCTS AND COMPLETED OPERATIONS: \$10,000 POLLUTANTS: \$1,000,000 FIRE: \$2,000,000 AUTO: \$2,000,000 AIRCRAFT AND HELICOPTERS: \$ TERRORISM AND HOSTAGES: \$
<b>A</b> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNERS AND OPERATORS <input checked="" type="checkbox"/> HIRE AND CONTRACTORS <input checked="" type="checkbox"/> MEDICAL EXPENSES <input checked="" type="checkbox"/> UNEMPLOYMENT BENEFITS	PSA0001881		09/01/2023	09/01/2024	BODILY INJURY AND PROPERTY DAMAGE: \$1,000,000 MEDICAL EXPENSES: \$ UNEMPLOYMENT BENEFITS: \$ TERRORISM AND HOSTAGES: \$
<b>A</b> UMBRELLA LIA <input checked="" type="checkbox"/> EXCESS UMB <input type="checkbox"/> EXCESS UMB <input type="checkbox"/> EXCESS UMB <input type="checkbox"/> EXCESS UMB	PSE0002142		09/01/2023	09/01/2024	BODILY INJURY AND PROPERTY DAMAGE: \$5,000,000 MEDICAL EXPENSES: \$5,000,000 UNEMPLOYMENT BENEFITS: \$ TERRORISM AND HOSTAGES: \$
<b>A</b> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS LIABILITY <input type="checkbox"/> SICKLEAVE <input type="checkbox"/> SHORT-TERM DISABILITY <input type="checkbox"/> LONG-TERM DISABILITY <input type="checkbox"/> VOLUNTARY BENEFITS <input type="checkbox"/> MENTAL HEALTH	PSW0002789		09/01/2023	09/01/2024	BODILY INJURY AND PROPERTY DAMAGE: \$1,000,000 MEDICAL EXPENSES: \$5,000,000 UNEMPLOYMENT BENEFITS: \$1,000,000 TERRORISM AND HOSTAGES: \$1,000,000
<b>B</b> Professional Liability	BSOH056718923		09/01/2023	09/01/2024	\$2,000,000 each claim \$4,000,000 annual aggr.

**DESCRIPTION OF OPERATIONS / LOCATIONS:** VENDOR (ACORD 10) Additional Services 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.

<b>CERTIFICATE HOLDER</b> Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2015-03) 1 of 1 The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved. JDP2P

## 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 charges.

**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.



**Local Public Agency** Village of Sugar Grove **County** Kane **Section Number** 18-00030-00-BT

**Prime Consultant (Firm) Name** HR Green **Prepared By** Michelle Lipinski **Date** 11/8/2023

**Consultant / Subconsultant Name** Rubino Engineering, Inc. **Job Number** N/A

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

**Remarks**

Blackberry Creek Shared Use Path Project.

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	4	<b>MONTHS</b>	<b>OVERHEAD RATE</b>	187.29%
<b>START DATE</b>	3/1/2024		<b>COMPLEXITY FACTOR</b>	
<b>RAISE DATE</b>	3/1/2025		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	6/30/2024			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	3/1/2024	6/30/2024	4	100.00%

The total escalation = 0.00%



**Local Public Agency**  
 Village of Sugar Grove  
**Consultant / Subconsultant Name**  
 Rubino Engineering, Inc.

**County**  
 Kane

**Section Number**  
 18-00030-00-BT  
**Job Number**  
 N/A

**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	3	\$65.00	\$195.00
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)		\$349.00	\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Nuclear Gauge	Inhouse Direct Cost	2	\$44.00	\$88.00
Standard Proctor	Inhouse Direct Cost		\$195.00	\$0.00
Cylinders	Inhouse Direct Cost	12	\$18.00	\$216.00
				\$0.00

**TOTAL DIRECT COSTS: \$499,000**



