



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Engineering Services – FY2025 Water Distribution Projects		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	June 3, 2024		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMSII			
Estimated Cost: \$249,375.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
Executive Summary:			
<p>The FY25 Budget provides funding for three projects associated with the water distribution system. The projects include year of water main & lead water service replacement to comply with the Lead Service Line Replacement and Notification Act; replacement of approximately seven hundred feet of unreliable water main; and lead service line transition plan engineering. Hampton, Lenzi and Renwick (HLR) has performed engineering services for the water distribution system for the past several years. Attached is a memo that provides more detail of the three projects. Staff has been satisfied with their work and negotiated a contract to complete the three projects. Staff is recommending that a 10% contingency be included in the overall not-to-exceed amount to account for any unforeseen field changes that may occur. Any field changes (Change Orders) must be approved by the City Administrator.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Memorandum • Resolution • Engineering Agreement 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend approval of a Resolution authorizing the execution of a contract with Hampton, Lenzi and Renwick in the amount \$249,375.00 and allow the City Administrator to approve up to \$24,937.50 in change orders for a total not-to-exceed amount of \$274,312.50 for water distribution system improvements.</p>			



Public Works Department

Memorandum

FY25 capital improvements contain three projects associated with the water distribution system requiring engineering services.

1. The Project Plan for Water Main and Lead Service Replacement Program submitted to the Illinois Environmental Protection Agency, IEPA, is a requirement of the Lead Service Line Replacement and Notification Act. The plan details how the City of Geneva will replace the required number of lead and galvanized water service in the required timeline. The plan proposes to replace all lead water services in a 10-year period. Along with the lead and galvanized water services, water main that has reached its useful life will also be replaced. Anderson Boulevard is scheduled for year-1. Prior to construction in FY26, design engineering is needed to prepare plans and specifications for a construction permit with the IEPA and bidding of the project. This will replace water main installed in 1925 along with approximately seventy (70) water services.
2. Design engineering is needed for the replacement of approximately seven hundred feet of water main at the Northwestern Medicine Delnor Health & Fitness Center. Several failures have occurred in the past few years causing the center to be under a boil order and close during the repair of the water main. Testing determined that the soil in the area is very corrosive and is the cause of the failures. C900 PVC pipe, resistant to corrosive soils, will replace the ductile iron pipe. To date, no other failures at the hospital campus have occurred.
3. Engineering services are needed to assist staff with continued updates to the IEPA regarding progress with the Water Main and Lead Service Replacement Program and the preparation and submittal of IEPA low interest loan applications.

Bob VanGyseghem
Superintendent of Water & Wastewater

RESOLUTION NO. 2024-59

**RESOLUTION AUTHORIZING EXECUTION OF
Professional Service Agreement for Water Distribution Engineering**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a professional engineering service agreement with Hampton, Lenzini and Renwick, Inc., related to water distribution engineering (Exhibit A).

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2024

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2024.

Mayor

ATTEST:

City Clerk



May 1, 2024

Bob VanGyseghem
Superintendent of Water and Wastewater
City of Geneva
1800 South Street
Geneva, IL 60134

Re: 2024 Water Distribution Projects

Dear Mr. VanGyseghem:

We prepared this letter to serve as the agreement between the City of Geneva (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for engineering services requested relative to 2024 Water Distribution Projects.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit B, appended hereto.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

- Known public utilities atlas or GIS information.
- Existing construction plans
- Right-of-Entry Agreement review by Staff/Attorney

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Bob VanGyseghem, Superintendent of Water and Wastewater
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Employee Classification	2024 Rates
PRINCIPAL	\$ 240.00
ENGINEER 6	\$ 215.00
ENGINEER 5	\$ 195.00
ENGINEER 4	\$ 185.00
ENGINEER 3	\$ 170.00
ENGINEER 2	\$ 140.00
ENGINEER 1	\$ 125.00
STRUCTURAL 2	\$ 230.00
STRUCTURAL 1	\$ 195.00
TECHNICIAN 3	\$ 165.00
TECHNICIAN 2	\$ 135.00
TECHNICIAN 1	\$ 110.00
INTERN/TEMPORARY	\$ 70.00
LAND ACQUISITION	\$ 180.00
SURVEY 2	\$ 170.00
SURVEY 1	\$ 125.00
ENVIRONMENTAL 3	\$ 180.00
ENVIRONMENTAL 2	\$ 135.00
ENVIRONMENTAL 1	\$ 110.00
ADMINISTRATION 2	\$ 150.00
ADMINISTRATION 1	\$ 90.00

These rates will remain in effect through December 31, 2024. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2025.

For direct out-of-pocket expenses, we will be reimbursed at our actual cost of the item.

At this time, we estimate the cost of our services will not exceed the following limits:

- Anderson Blvd = \$134,125.00
- Delnor = \$84,885.00
- Lead Service Line Replacement (LSLR) = \$30,365.00

Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost.

Payment Terms

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Bob VanGyseghem, Superintendent of Water and Wastewater
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If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Name	Bob VanGyseghem
Title	Superintendent of Water and Wastewater
Address	1800 South Street Geneva, IL 60134
Office Phone	630.232.1551
E-mail	bvangyseghem@geneva.il.us

For the Consultant:

Name	Randy Newkirk
Title	Principal in Charge
Address	1707 N. Randall Road, Suite 100 Elgin, IL 60123
Office Phone	847.697.6700
Cell Phone	630.803.7508
E-mail	rnewkirk@hlreng.com

Name	Nick Piekarski
Title	Project Principal in Charge
E-mail	npiekarski@hlreng.com

Bob VanGyseghem, Superintendent of Water and Wastewater
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Name	Alex Riegler
Title	Project Manager
E-mail	ariegler@hlreng.com

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Contractor Insurance and Indemnity Requirements

The Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant, and its sub-consultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant, and its sub-consultants from and against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the

Bob VanGyseghem, Superintendent of Water and Wastewater
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costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's reasonable control, nor shall the Consultant be deemed in default of this Agreement. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; work slowdowns or stoppages; government ordered industry shutdowns; power or server outages; severe weather disruptions or other natural disasters; fires, riots, war, widespread infectious disease outbreaks (including but not limited to epidemics and pandemics), or other emergencies or acts of nature; failure of any government agency or utility to act in timely manner; failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product; delays caused by the faulty performance by the Client's or by contractors of any level; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Design without Construction Administration

It is understood and agreed that the Consultant's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

If the Client requests in writing that the Consultant provide any specific construction phase services and if the Consultant agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in Section B.

Entire Agreement

This Agreement, comprising pages 1 through 10, and Exhibits A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

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It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kane, Illinois.

Hazardous Materials – Suspension of Services

Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Jobsite Safety

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

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Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Opinions of Probable Construction Cost (Engineer's Estimate)

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Ownership of Instruments of Service

The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of services and payment in full of all fees due to the Consultant. The Client shall not reuse or make any modification to the final documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants against any damages, liabilities, or costs, arising from the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

Requests for Clarification or Interpretation

The Contractor may, after exercising due diligence to locate required information, request from the Consultant clarification or interpretation of the requirements of the Contract Documents. The Consultant shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents, or is reasonably inferable from them, the Contractor shall be responsible to the Client for all reasonable costs charged by the Consultant to the Client for the Additional Services required to provide such information.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Shop Drawing Review

The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as

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quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

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- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Testing Laboratory Services

It is acknowledged that the Consultant has been requested by the Client to subcontract certain laboratory testing services on behalf of the Client to TBD, an independent testing laboratory. The Consultant agrees to do so in reliance upon the Client's assurance that the Client will make no claim or bring any action at law or in equity against the Consultant as a result of this subcontracted service. The Client understands that the Consultant has not performed any independent evaluation of the testing laboratory's data and the Client shall not rely upon the Consultant to determine the quality or reliability of the testing laboratory's reports. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from the services performed by TBD except only those damages, liabilities, or costs caused by the sole negligence or willful misconduct of the Consultant.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

Bob VanGyseghem, Superintendent of Water and Wastewater
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If this agreement meets with your approval, please have the proper City officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.



Randal G. Newkirk, PE
Corporate Secretary

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Geneva for design engineering services set forth above.

By _____

_____ Date

Title _____

ATTEST:

By _____

Title _____

EXHIBIT A
Scope of Service
City of Geneva
2024 Water Distribution Improvements

SCOPE OF SERVICES

The City of Geneva (hereinafter the "Client") has requested professional engineering services for 2024 Water Distribution Improvements (hereinafter the "Project"). The following outlines the proposed Project scope of services.

UNDERSTANDING OF THE PROJECT

Hampton, Lenzini and Renwick, Inc. (HLR) has prepared this Scope of Work for engineering services based on our knowledge of the Project from the following items:

- Discussion with City Staff
- Review of the IEPA Project Plan for water main replacement and lead service line replacement (LSLR)

The following is a list of basic project understandings

- **Anderson Boulevard (~3,400 ft)**
 - Project Limits are from just North of State Street to Gray Street
 - No interconnect with the City of St. Charles is included.
 - No work within IDOT ROW (State Street) is anticipated.
 - Design will include LSLR for all services that are lead or galvanized to the water meter
 - Copper water services will be replaced between the main and the buffalo box
 - It is assumed that this water main replacement will be direct bury primarily located in parking lanes to reduce impacts to motorist and the travel lanes.
 - 2 geotechnical cores and 8' borings are included to determine general conditions of the underlying material and depth of the pavement structure.
 - Boundary Verification is not included since all water main improvements are anticipated to be between the existing sidewalks that are assumed to be within the right-of-way.
 - A Right-of-Entry agreement will be prepared as part of this contract for review by the City Attorney. This will be distributed to all LSLR homes within the project limits. If the resident is unwilling to provide the temporary easement, then they must provide a "Waiver of Complete Lead Service Line Replacement".
 - A total of 24 hours for communication with the LSLR property owners, including access planning for the service and documentation is included in the agreement. In the event that additional time is needed, HLR will request an additional fee in writing.
 - The City of Geneva will make available one employee during access to residents' home to corroborate interaction between the resident and HLR staff.
 - HLR will prepare and submit an IEPA permit on behalf of the City.
 - Construction Engineering is not included but can be added at a future time.
- **Delnor Hospital (~1,300 ft)**
 - Project Limits are within 250' of the Health and Wellness Center
 - Plastic pipe will be used as opposed to ductile iron due to the corrosive soils.
 - The agreement includes the evaluation of cost of direct bury compared to directional drilling.
 - Plans and bid documents will reduce impacts on the Health and Wellness facility.
 - HLR will prepare and submit an IEPA permit on behalf of the City.
- **Lead Service Line Replacement**
 - Lead Services Line Replacement will be for known lead services that are not

- associated with current or future water main replacement projects.
- A bid document only will be prepared along with the locations of the lead service lines to be replaced.
- A draft temporary easement agreement will be prepared as part of this contract for review by the City Attorney. This will be distributed to all LSLR homes within the project limits. If the resident is unwilling to provide the temporary easement, then they must provide a "Waiver of Complete Lead Service Line Replacement".
- A total of 36 hours for communication with the LSLR property owners, including access planning for the service and documentation is included in the agreement. In the event that additional time is needed, HLR will request an additional fee in writing.
- The City of Geneva will make available one employee during access to residents' home to corroborate interaction between the resident and HLR staff.
- HLR will prepare and submit an IEPA permit on behalf of the City.
- Service includes updates to the current IEPA LSLR documentation.
- Construction Engineering is not included but can be added at a future time.

Schedule – Based on our project understanding, the following are project milestones desired by Client.

Milestone	Anderson Blvd	Delnor	Lead Service Line
Notice to Proceed	March 11, 2024	March 11, 2024	March 11, 2024
Concept Design Submittal	May 3, 2024	April 19, 2024	March 25, 2024
Pre-Final Plans and Bid Documents	July 3, 2024	May 10, 2024	April 29, 2024
Final Plans and Bid Documents	July 26, 2024	May 31, 2024	May 13, 2024
Bid Opening (Local)	TBD based on IEPA Funding	June 17, 2024	TBD based on IEPA Funding
Board Approval – Construction	TBD based on IEPA Funding	July 1, 2024	TBD based on IEPA Funding
Start of Construction	TBD based on IEPA Funding	July 15, 2024	TBD based on IEPA Funding
End of Construction	TBD based on IEPA Funding	September 13, 2024	TBD based on IEPA Funding

□ **Environmental Services** – Based on the anticipated scope of service, HLR will provide the following environmental services:

- **Clean Construction Demolition Debris (CCDD)** – Based on a cursory review of publicly available data, HLR anticipates that this project can be processed under the **IEPA LPC 663**. If during the formal project and environmental database review, that the project does not meet the assumed process, HLR will notify the client in writing and may require additional compensation.
 - **IEPA LPC 662** - The initial step will include an environmental database search for all records pertaining to contamination within project limits. The information generated in the database search will be utilized to create a map delineating potentially impacted properties (PIPs). The areas not adjacent to PIPs should be eligible for processing with a 662 application, if allowable by the nearest CCDD facility. The spoils generated from these sites will only require pH testing, which will be provided by HLR with a mobile testing device. HLR will coordinate with local CCDD facilities for 662 pre-approval.
 - **IEPA LPC 663** - In the event that any PIPs are found on or adjacent to the site, the client would be notified of the options available for material disposal

prior to commencing the 663 process. If any areas are adjacent to PIPs, the site will require additional testing and analysis, for processing with a 663 application.

The 663 requires taking an estimated four soil samples for soil characterization. If additional samples are required for the project, HLR will request additional compensation. This proposal assumes a driller will be needed, and soil samples can be collected with a hand auger. These samples will be used to establish pre-existing conditions and also for potential CCDD coordination. The soil samples will be submitted to a NELAC approved laboratory for analysis. We may analyze each soil sample for metals, volatiles, semivolatiles, polynuclear aromatic hydrocarbons and PCBs. The results of the analysis would be compared to the limits outlined in the Maximum Allowable Concentrations (MAC) of Chemical Constituents In Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (35 Ill. Adm. Code 1100.Subpart F). A 663 will be prepared if levels meet MAC table limits.

PHASE II ENGINEERING

Based on the understanding of the project, the following items are necessary parts of the design scope of services:

Survey and Land Acquisition

- Topographic Survey

Utility

- Utility Coordination

Design Plans

- Title Sheet
- General Notes
- Summary of Quantities
- Alignment, Ties and Benchmarks
- Proposed Typical Sections
- Maintenance of Traffic Plan & Details
- Existing Conditions and Removals (50-scale)
- Drainage and Utilities Plan and Profiles (20-scale)
- Soil Erosion and Sediment Control Plans and Details (50-scale)
- Special Details
- Standard Details

Bid Documents

- Quantity Calculations
- Special Provisions
- Cost Estimate
- Permitting and Environmental Coordination
- Meetings and Coordination
- Project Administration and Management

SCOPE OF SERVICES

1. Survey and Land Acquisition

Based on our understanding of the project and the needs of the client the following services are included in the scope of service:

Topographic Survey

- **Topographic Survey** – HLR will provide topographic survey to documents existing conditions for the purpose of preparing the design requested by the Client. Topographic survey will be limited to:
 - Curb and Gutter
 - Edge of Pavement and Shoulders
 - Sidewalk
 - Driveways
 - Building
 - Building Faces Only
 - Pavement Marking
 - Visible Property Corners
 - Signs
 - Utilities – Above Ground
 - Utilities – Below Ground (observed only)
 - Drainage Items
 - Roadway Safety Items
 - Trees
 - Landscaping Areas
 - Ground Shots

Topographic survey will be limited to the right-of-way area plus 10' beyond

Topographic Survey will be based on the following coordinate system:

- Horizontal - Illinois State Plane – East
- Vertical - NAVD-88

2. Data Collection

HLR will review various resources and collect project pertinent data. This work will include detailed review of publicly available and Client provided information to more fully understand the project requirements, complete field reconnaissance, and coordinate with other sub-consultants, as necessary.

- **Document Review** – HLR will review the following publicly available and/or Client provided information:
 - Geotechnical Report
 - "As-Built" Plans
 - Construction Plans
 - Existing Utility Atlases
 - Publicly available GIS data
 - GIS data to be provided by Client

- **Geotechnical Investigation and Report** – HLR will contract with Rubino Engineering to provide geotechnical services for the project. At this time, HLR anticipates the following services required for this project:
 - 4 – Pavement Cores
 - 4 – 8’ Soil Borings
 - Geotechnical Report

3. **Utility Coordination**

HLR will coordinate with utilities with determining their facility location, potential conflict determination, and resolution of those conflicts. The major work items under this task will include:

- A J.U.L.I.E. Design Level Locate request will be submitted for the Delnor and Anderson Blvd project. No utility coordination is anticipated during design for the LSLR.
- Project status letters will be prepared to the individual utility companies along with location map. In the event that federal funding will be used during construction, the client will provide HLR with their letterhead for transmittal to utilities.
- HLR will verify the location of visible utilities identified on the atlas maps provided by the utilities. The location of underground utilities will be added to our base topography based on the information provided.
- HLR will review potential utility conflicts determined by the utility owner in regards to the proposed improvements. These locations will be discussed with the utility if relocation is not possible.
- Pre-final and Final plans will be sent to the utility companies. This submittal will include the location of known conflicts identified by the utilities.
- Efforts to verify the accuracy of utilities located within the project limits will constitute additional work. The Client will be contacted to approve additional costs.
- Efforts to revise the design of proposed improvements based on conflicts for which the utility is unwilling or untimely in their efforts will constitute additional work. The Client will be contacted to approve additional costs for the redesign.

4. **Proposed Plans, Bid Documents, Calculations, and Estimates of Probable Costs**

- **Plans** - The plans will be prepared and submitted to the Client at the following intervals:
 - **Preliminary (50%)** – Basic plans with well defined concept of the proposed improvement
 - **PreFinal (95%)** – Plans are nearly fully developed. PreFinal Plans are used for permitting and review by the Client.
 - **Final (100%)** – Plans are fully developed and are ready for distribution to contractors.

Plan Item	Anderson Blvd	Delnor	LSLR
Title Sheet	1 Sheet(s)	1 Sheet(s)	N/A
General Notes	1 Sheet(s)	1 Sheet(s)	N/A
Summary of Quantities	1 Sheet(s)	1 Sheet(s)	N/A
Alignment, Ties and Benchmarks	1 Sheet(s)	1 Sheet(s)	N/A
Proposed Typical Sections	1 Sheet(s)	1 Sheet(s)	N/A
Maintenance of Traffic Plan & Details	1 Sheet(s)	1 Sheet(s)	N/A

Existing Conditions and Removals (50-scale)	3 Sheet(s)	1 Sheet(s)	N/A
Drainage and Utilities Plan and Profiles (20-scale)	6 Sheet(s)	3 Sheet(s)	N/A
Soil Erosion and Sediment Control Plans and Details (50-scale)	3 Sheet(s)	1 Sheet(s)	N/A
Pavement Marking and Signing Plan	N/A	N/A	N/A
Special Details	1 Sheet(s)	1 Sheet(s)	N/A
Standard Details	6 Sheet(s)	6 Sheet(s)	8 Sheet(s)
Cross-Sections	N/A	N/A	N/A

The plans are working drawings that show the location, configuration, and dimensions of the proposed construction activities. The plans will be prepared under the supervision of a Professional Engineer. The plan set will consist of the following drawings and the estimated number of sheets:

Increases to the actual number of plans sheets as compared to the estimated sheets above may constitute additional work. HLR will notify the Client if additional work is anticipated.

HLR will distribute electronic version of plans, bid documents, and estimate of probable costs to Client's Project Manager for distribution to reviewers. Comments provided will be reviewed and necessary updates will be made. Disposition to comments will be provided at the next submittal. The disposition to comments will be provided based on how HLR received them:

- Client provides a list of comments – HLR will provide a formal disposition to comments in letter format.
- Client provides comment on plan and/or bid document sheets – HLR will provide written disposition to comments next to the comments provided by the Client.

□ **Bid Documents** – Bid Documents will be prepared for the solicitation of contractors to provide construction services. Bid Documents format will be based on the following criteria:

- **Client Provided Example Bid Documents** – Client will provide a digital copy that HLR can use to modify to this project and meet the Clients format. HLR will modify the bid document accordingly and provide Special Provisions and Schedule of Prices based on this project. It is understood that that material provided including "front end" requirements by the client are current.

HLR will prepare contract specifications and special provisions for Pre-Final and Final Plan submittals. The latest version of the IDOT "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions" will be used as the basis of the construction special provisions. IDOT check sheets will be used as required by the project.

Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the Standard Specifications, Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions or Guide Bridge Special Provisions, a project specific Special Provision will be written by HLR.

5. **Cost Estimate**

- **Estimate of Probable Cost** - HLR will prepare engineering opinions of probable construction costs for each submittal. Costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT's website will be used to approximate current unit costs.

6. **Consultation and Coordination**

- **Kickoff Meeting** - Kickoff Meeting with Client (assume 1 meeting).
- **Coordination Meeting** - Coordination and design meeting with the Client (assume 1 meeting for both project).
- **Resident Coordination** – HLR will coordinate with residents with known lead, galvanized, or suspected lead. We will work with residents to obtain construction easements to their water meter, locate the water meter in their house, and provide them with the appropriate documentation. The agreement has an estimated number of hours, but more may be needed based on the receptiveness of residents.

**APPENDIX A
 DETAILED COST BREAKDOWN
 PROFESSIONAL DESIGN SERVICES
 WATER MAIN REPLACEMENT - ANDERSON BLVD FROM JUST NORTH OF STATE STREET TO GRAY STREET
 CITY OF GENEVA**

Project Phase/Task	Employee Classification								Direct Costs	Hours	Fee	
	E6	E4	E2	T3	T2	SU R2	EN V3	EN V2				EN V1
1 SURVEY AND LAND ACQUISITION SERVICES												
Set Control						24					24	\$ 4,080.00
Survey (Scanned)												
Site/Route Scanning						8					8	\$ 1,360.00
Supplemental Traditional Survey (Describe - ie: ditch, vegetation, etc)												
Manhole Inspection Survey						32					32	\$ 5,440.00
Utility Locate						16					16	\$ 2,720.00
Process Survey Data												
Process Scanned Data to Readable Format						4					4	\$ 680.00
Extract scan data (Feature Extraction)											40	\$ 5,400.00
Plot Traditional Survey Data												
Create Existing Terrain Model						10					10	\$ 1,350.00
Manhole Inspection Data Processing						12					12	\$ 1,620.00
2 PRELIMINARY ENGINEERING SERVICES												
Data Collection/Review												
Collect GIS Data, Recorded Utility Plans, Construction Plans, Etc		4									4	\$ 740.00
Field Visit		4	4								8	\$ 1,300.00
Geotechnical Borings and Report									\$ 4,035.00		0	\$ 4,035.00
3 DESIGN ENGINEERING SERVICES (Site and Roadway)												
Prepare Plans												
Title Sheet		2		2							4	\$ 700.00
General Notes		3		1							4	\$ 720.00
Alignment, Ties, and Benchmarks		1		6							7	\$ 1,175.00
Summary of Quantities		1		1							2	\$ 350.00
Typical Sections		4		4							8	\$ 1,400.00
Removal Plan		30		18							48	\$ 8,520.00
Maintenance of Traffic (MOT)											0	\$ -
MOT - General Notes & Construction Staging Sequence		10		6							16	\$ 2,840.00
Soil Erosion and Sediment Control Plan (SESC)		12		10							22	\$ 3,870.00
Drainage and Utility Plan and Profile		108		60							168	\$ 29,880.00
Special Details												
Municipal Details		4		4							8	\$ 1,400.00
Boring Logs		1		1							2	\$ 350.00
IDOT Highway Standard Details		6		2							8	\$ 1,440.00

Project Phase/Task	Employee Classification										Direct Costs	Hours	Fee
	E6	E4	E2	T3	T2	SU R2	EN V3	EN V2	EN V1				
Prepare Bid Documents													
Front End Contract and Bidding Documents		18										18	\$ 3,330.00
Special Provisions		24										24	\$ 4,440.00
Prepare Estimate of Cost		10	10									20	\$ 3,250.00
Revisions Based on Pre-Final Review Comments		18		18								36	\$ 6,300.00
Bidding Assistance													
Answer Bidding Questions		4										4	\$ 740.00
Attend Bid Opening		2										2	\$ 370.00
Prepare Tabulation of Bids		2										2	\$ 370.00
Prepare Award Recommendation Letter		1										1	\$ 185.00
4 ENVIRONMENTAL SERVICES													
Special Waste													
Obtain Environmental Database Report (EDR)											\$ 100.00	0	\$ 100.00
Clean Construction Demolition Debris (CCDD)													
Prepare CCDD Form 662													
Prepare CCDD Form 663							4	16	24			44	\$ 5,520.00
Laboratory Analysis (Direct Costs) - 2 samples											\$ 2,200.00	0	\$ 2,200.00
5 PERMITTING													
Prepare IEPA Watermain Construction Permit		6										6	\$ 1,110.00
6 COORDINATION AND CONSULTATION													
Prepare and Attend Kick-off Meeting	4	4										8	\$ 1,600.00
Prepare and Attend Coordination Meeting	4	4										8	\$ 1,600.00
Resident Coordination													
Prepare Easement Document for Review by Attorney	6											6	\$ 1,290.00
Resident Coordination (Easement / LSLR documentatin / Meter Location)	24											24	\$ 5,160.00
Utility Coordination													
J.U.L.I.E. Design Stage Locate		2		16								18	\$ 3,010.00
Coordination Letters and Plan Submittals													
Final (Assume 8 utility agencies x 1 hours per agency)		8										8	\$ 1,480.00
Preliminary Conflict Analysis Review (Assume 8 utility agencies x 2 hours per agency)		16										16	\$ 2,960.00
7 QUALITY ASSURANCE AND PROJECT ADMINISTRATION													
Quality Assurance and Quality Control													
Survey QAQC	6											6	\$ 1,290.00
Design Engineering QAQC	12											12	\$ 2,580.00
Project Administration													
Survey Project Administration	4											4	\$ 860.00
Design Engineering Project Administration	14											14	\$ 3,010.00
TOTALS	74	309	14	149	62	84	4	16	24		736	\$ 134,125.00	

**APPENDIX A
DETAILED COST BREAKDOWN
PROFESSIONAL DESIGN SERVICES
DELNOR WATER MAIN REPLACEMENT - HEALTH AND FITNESS CENTER
CITY OF GENEVA**

Project Phase/Task	Employee Classification										Direct Costs	Hours	Fee
	E6	E4	E2	T3	T2	SU R2	EN V3	EN V2	EN V1				
1 SURVEY AND LAND ACQUISITION SERVICES													
Set Control						16						16	\$ 2,720.00
Survey (Scanned)													
Site/Route Scanning						10						10	\$ 1,700.00
Supplemental Traditional Survey (Describe - ie: ditch, vegetation, etc)													
Manhole Inspection Survey						24						24	\$ 4,080.00
Utility Locate						16						16	\$ 2,720.00
Process Survey Data													
Process Scanned Data to Readable Format						6						6	\$ 1,020.00
Extract scan data (Feature Extraction)									40			40	\$ 5,400.00
Plot Traditional Survey Data													
Create Existing Terrain Model						10						10	\$ 1,350.00
Manhole Inspection Data Processing						12						12	\$ 1,620.00
2 PRELIMINARY ENGINEERING SERVICES													
Data Collection/Review													
Collect GIS Data, Recorded Utility Plans, Construction Plans, Etc			2									2	\$ 370.00
Field Visit	2	2										4	\$ 800.00
Geotechnical Borings and Report											\$ 4,600.00	0	\$ 4,600.00
3 DESIGN ENGINEERING SERVICES (Site and Roadway)													
Prepare Plans													
Title Sheet		2		2								4	\$ 700.00
General Notes		3		1								4	\$ 720.00
Alignment, Ties, and Benchmarks		1		4								5	\$ 845.00
Summary of Quantities		1		1								2	\$ 350.00
Typical Sections		4		4								8	\$ 1,400.00
Removal Plan		10		8								18	\$ 3,170.00
Maintenance of Traffic (MOT)													
MOT - General Notes & Construction Staging Sequence		6		4								10	\$ 1,770.00
Soil Erosion and Sediment Control Plan (SESC)		6		4								10	\$ 1,770.00
Drainage and Utility Plan and Profile		54		30								84	\$ 14,940.00
Special Details													
Municipal Details		2		2								4	\$ 700.00
Boring Logs		1		1								2	\$ 350.00
IDOT Highway Standard Details		4		2								6	\$ 1,070.00
Prepare Bid Documents													
Front End Contract and Bidding Documents		10										10	\$ 1,850.00

Project Phase/Task	Employee Classification										Direct Costs	Hours	Fee
	E6	E4	E2	T3	T2	SU R2	EN V3	EN V2	EN V1				
Special Provisions		20										20	\$ 3,700.00
Prepare Estimate of Cost		6	6									12	\$ 1,950.00
Revisions Based on Pre-Final Review Comments		8		8								16	\$ 2,800.00
Bidding Assistance													
Answer Bidding Questions		1										1	\$ 185.00
Attend Bid Opening		1										1	\$ 185.00
Prepare Tabulation of Bids		1										1	\$ 185.00
Prepare Award Recommendation Letter		1										1	\$ 185.00
4 ENVIRONMENTAL SERVICES													
Special Waste													
Obtain Environmental Database Report (EDR)											\$ 100.00	0	\$ 100.00
Clean Construction Demolition Debris (CCDD)													
Prepare CCDD Form 662													
Prepare CCDD Form 663							4	16	24			44	\$ 5,520.00
Laboratory Analysis (Direct Costs) - 2 samples											\$ 2,200.00	0	\$ 2,200.00
5 PERMITTING													
Prepare IEPA Watermain Construction Permit		6										6	\$ 1,110.00
6 COORDINATION AND CONSULTATION													
Prepare and Attend Kick-off Meeting	2	2										4	\$ 800.00
Prepare and Attend Coordination Meeting	2	2										4	\$ 800.00
Coordination with Delnor Hospital		6										6	\$ 1,110.00
Utility Coordination												0	\$ -
J.U.L.I.E. Design Stage Locate		2		4								6	\$ 1,030.00
Coordination Letters and Plan Submittals													
Pre-Final (Assume 6 utility agencies x 1 hours per agency)		6										6	\$ 1,110.00
Preliminary Conflict Analysis Review													
(Assume 4 utility agencies x 1 hours per agency)		4										4	\$ 740.00
7 QUALITY ASSURANCE AND PROJECT ADMINISTRATION													
Quality Assurance and Quality Control													
Survey QAQC	4											4	\$ 860.00
Design Engineering QAQC	10											10	\$ 2,150.00
Project Administration													
Survey Project Administration	2											2	\$ 430.00
Design Engineering Project Administration	8											8	\$ 1,720.00
TOTALS	30	174	6	75	62	72	4	16	24			463	\$ 84,885.00

**APPENDIX A
DETAILED COST BREAKDOWN
PROFESSIONAL DESIGN SERVICES
LEAD SERVICE LINE REPLACEMENT
CITY OF GENEVA**

Project Phase/Task	Employee Classification			Direct Costs	Hours	Fee
	E6	E4	E2			
1 DESIGN ENGINEERING SERVICES (Site and Roadway)						
Prepare Bid Documents						
Front End Contract and Bidding Documents		18			18	\$ 3,330.00
Special Provisions		32			32	\$ 5,920.00
Update LSLR Report		40			40	\$ 7,400.00
Prepare Estimate of Cost		6	6		12	\$ 1,950.00
Bidding Assistance						
Answer Bidding Questions		2			2	\$ 370.00
Attend Bid Opening		1			1	\$ 185.00
Prepare Tabulation of Bids		1			1	\$ 185.00
Prepare Award Recommendation Letter		1			1	\$ 185.00
2 COORDINATION AND CONSULTATION						
Prepare and Attend Kick-off Meeting	2	2			4	\$ 800.00
Prepare and Attend Coordination Meeting	2	2			4	\$ 800.00
Meetings						
Resident Meeting (Easement / LSLR Documentation / Water Meeting Location)		36			36	\$ 6,660.00
3 QUALITY ASSURANCE AND PROJECT ADMINISTRATION						
Quality Assurance and Quality Control						
Design Engineering QAQC	6				6	\$ 1,290.00
Project Administration						
Design Engineering Project Administration	6				6	\$ 1,290.00
TOTALS	16	141	6		163	\$ 30,365.00



February 1, 2024

To: Randal Newkirk, PE
Hampton, Lenzini and Renwick Inc.
1707 N Randall Rd Suite 100
Elgin, IL 60123

Re: Proposal - Geotechnical Exploration
Proposed Anderson Boulevard Utility
Improvements
Geneva, Illinois

Proposal No. Q24.056g

Via email: rnewkirk@hlreng.com

Dear Mr. Newkirk,

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 Randal Newkirk, PE of Hampton, Lenzini and Renwick Inc. via email on January 31, 2024.

PROJECT UNDERSTANDING

Rubino understands that Hampton, Lenzini and Renwick Inc. is planning to aid the City of Geneva for a utility project along Anderson Boulevard. The project is expected to be an open cut utility project. Rubino has prepared another proposal at Delnor Hospital Campus under Rubino Proposal Number Q24.055g. This proposal's costs are configured in such a way that if both projects are authorized, both can be completed in the same day. If Q24.055g is not authorized, additional fees will apply and are shown in the fees section below.

Information received:

- RFP email from Randal Newkirk, PE of Hampton, Lenzini and Renwick Inc. on January 31, 2024.

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
Field Equipment Proposed	Track-mounted Geoprobe Drill Rig & Core Machine
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	SPT – 2 ½ ft to 10 feet
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

Boring Depths

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

NUMBER OF BORES WITH CORES (BORING No.)	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
One (B-03)	10	Anderson Boulevard between Peyton and Hamilton	2 ½ ft to 10 ft	USCS
One (B-04)	10	Anderson Boulevard between Center and Union		

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

Traffic control will consist of cones and truck lighting, as determined to be needed at the time of drilling. Rubino does not anticipate the need for additional traffic control, if the boring locations change flaggers can be provided for an additional fee.

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 10 feet.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with 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
Atterberg Limits	1	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	8	Cohesive Samples

GEO REPORT

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

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
 - *Trench box lateral earth pressures*
 - *Utility Installation and backfill recommendations*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Hampton, Lenzini and Renwick Inc..

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	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	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	\$ 300.00	Lump sum
	Drill Rig Mobilization and Drilling	\$ 1,900.00	Lump sum
	Pavement Cores	\$500.00	Lump sum
Lab	Geotechnical Lab Tests as described above	\$ 135.00	Lump sum
Reporting	Preparation of the Geotechnical Report	\$ 1,200.00	Lump sum
		\$4,035.00	Grand Total

If Rubino proposal number Q24.056g is not authorized at the same time as this proposal, the below will be charged:

Layout/Drilling	Layout, Drilling, and Report Preparation:	\$ 2,200.00	Lump sum
------------------------	-------------------------------------------	-------------	----------

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



Anthony T. Tomaras
Project Manager

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

MAL/file

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

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

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.
2024 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

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	8.90
Atterberg Limits Determination (LL, PL)	Each	\$	65.00

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

Client#: 1171577		RUBINENG		DATE (MM/DD/YYYY) 9/13/2023		
ACORD CERTIFICATE OF LIABILITY INSURANCE						
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: RLI Insurance Company NAIC #: 13056 INSURER B: Pacific Insurance Company NAIC #: 10046 INSURER C: INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LT#	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PSB0003777	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PSA0001881	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		PSE0002142	09/01/2023	09/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PSW0002789	09/01/2023	09/01/2024	<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		83OH056719923	09/01/2023	09/01/2024	\$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				CANCELLATION		
Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123				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 		
© 1988-2015 ACORD CORPORATION. All rights reserved.						
ACORD 25 (2016/03) 1 of 1 #S41790281/M41674790		The ACORD name and logo are registered marks of ACORD			JDPZP	



February 1, 2024

To: Randal Newkirk, PE
Hampton, Lenzini and Renwick Inc.
1707 N Randall Rd Suite 100
Elgin, IL 60123

Re: Proposal - Geotechnical Exploration
Proposed Delnor Utility Improvements
Geneva, Illinois

Proposal No. Q24.055g

Via email: rnewkirk@hlreng.com

Dear Mr. Newkirk,

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 Randal Newkirk, PE of Hampton, Lenzini and Renwick Inc. via email on January 31, 2024.

PROJECT UNDERSTANDING

Rubino understands that Hampton, Lenzini and Renwick Inc. is planning to aid the City of Geneva for a utility project at Delnor Hospital. The City of Geneva has a blanket easement over the Delnor Hospital Campus and the requested project should include horizontal directional drilling recommendations. While the City of Geneva maintains and has a blanket easement, there may be intra-campus utilities that they will not mark so HLR requested Rubino get a private utility locate for the soil borings. Rubino has prepared another proposal along Anderson Boulevard under Rubino Proposal Number Q24.056g. This proposal's costs are configured in a way that if both projects are authorized, both can be completed in the same day. If Q24.056g is not authorized, additional fees will apply and are shown in the fees section below.

Information received:

- RFP email from Randal Newkirk, PE of Hampton, Lenzini and Renwick Inc. on January 31, 2024.

Field Services Scope of Services Summary

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

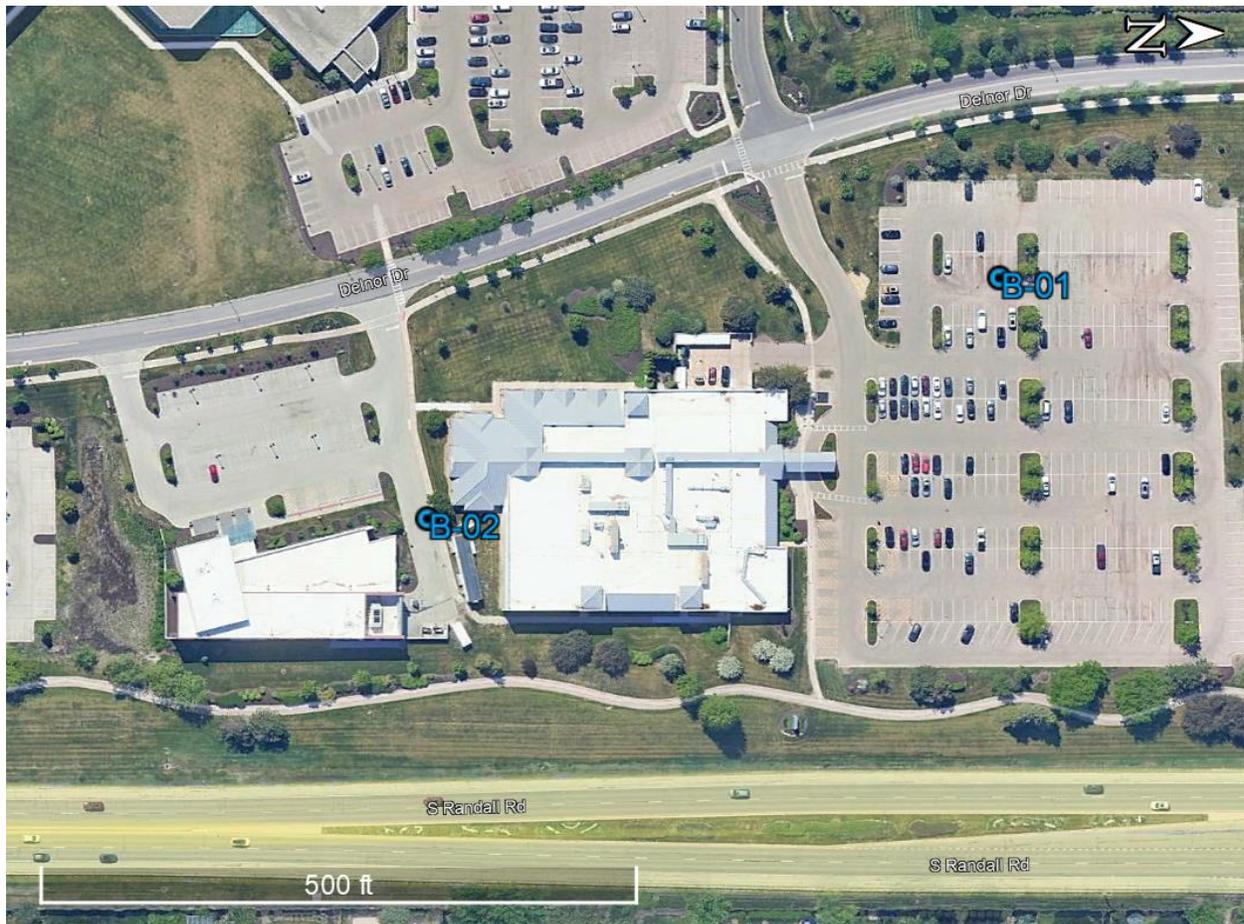
Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Private Utility Needed	Lucky Locators
Site Access	Delnor Campus, open site.
Field Equipment Proposed	Track-mounted Geoprobe Drill Rig & Core Machin
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	SPT – 2 ½ ft to 10 feet
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

Boring Depths

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

NUMBER OF BORES WITH CORES (BORING NO.)	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
One (B-01)	10	Health and Fitness Center Parking Lot	2 ½ ft to 10 ft	USCS
One (B-02)	10	Access Road between Northwester McGaw Family Residency Building and Health and Fitness Center Building		

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.

Boring Locations

The approximate proposed boring locations are shown on the previous page. 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 10 feet.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with 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
Atterberg Limits	1	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	8	Cohesive Samples

GEO REPORT

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

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
 - *Trench box lateral earth pressures*
 - *Horizontal Direction Drilling (HDD) recommendations*
 - *Utility Installation and backfill recommendations*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Hampton, Lenzini and Renwick Inc..

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	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	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.

Rubino will subcontract Lucky Locators to search for searchable underground utilities around a 10-foot area around the borings. Private utility locates are not always able to locate all private utility lines or other subsurface appurtenances. Rubino will not be responsible for repair of unmarked utility lines encountered during drilling.

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	\$ 300.00	Lump sum
	Drill Rig Mobilization and Drilling	\$ 1,900.00	Lump sum
	Pavement Cores	\$500.00	Lump sum
Private Locate	Private Utility Locate	\$ 565.00	Lump Sum
Lab	Geotechnical Lab Tests as described above	\$ 135.00	Lump sum
Reporting	Preparation of the Geotechnical Report	\$ 1,200.00	Lump sum
		\$4,600.00	Grand Total

If Rubino proposal number Q24.056g is not authorized at the same time as this proposal, the below will be charged:

Layout/Drilling	Layout, Drilling, and Report Preparation:	\$ 2,200.00	Lump sum
------------------------	-------------------------------------------	-------------	----------

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



Anthony T. Tomaras
Project Manager

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

MAL/file

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

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

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.
2024 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

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	8.90
Atterberg Limits Determination (LL, PL)	Each	\$	65.00

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.
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