

Local Agency	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant
Village of Itasca				Robinson Engineering, Ltd.
County				Address
DuPage				300 Park Boulevard/Suite 309
Section				City
14-00063-00-SW				Itasca
Project No.	State			
P-	IL			
Job No.	Zip Code			
M-4003(60143			
Contact Name/Phone/E-mail Address	Contact Name/Phone/E-mail Address			
Ross Hitchcock	Harry L. Gilmore, Jr.			
(630) 773 -0835	(815) 412-2711			
rhichcock@itasca.com	hgilmore@reitd.com			

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Elgin-O'Hare/Park Blvd. Ped. Enhancement Route I-390 Length 1.19 mi. Structure No. n/a

Termini Park Boulevard to east of Prospect Road

Description Construction of multi-use paths, sidewalks, ADA ramps/detectable warnings and landscaping.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Robinson Engineering, Ltd.	36-2407339	\$49,997.00
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		\$0
Prime Consultant Total:		\$49,997.00
Total for all Work:		\$49,997.00

Executed by the LA:

Village of Itasca
(Municipality/Township/County)

ATTEST:

By: _____
Melody Craven/Village Clerk

By: _____
Title: Jeff Pruyn, Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST:

Robinson Engineering, Ltd.

By: _____
Title: Harry L. Gilmore, Jr., Associate

By: _____
Title: Aaron E. Fundich, Executive Vice-President



Exhibit A - Preliminary Engineering

*Firm's approved rates on file with IDOT's
 Bureau of Accounting and Auditing:
 Overhead + Burden Rate 173.06%
 Complexity Factor 0.00
 Calendar Days 365

Route: Park Boulevard ITEP
 Local Agency: Village of Itasca
 Section: 14-00063-00-SW
 Project: M-
 Job No.: P-

Method of Compensation:
 14.5%[DL +R(DL) + OH(DL) + IHDC]
 14.5%[DL +R(DL) + 1.4(DL) + IHDC]
 14.5%[(2.3 + R)DL + IHDC]
 [(2.8 + R)DL] + IHDC
 Specific Rate
 Lump Sum

3/18/2017

Cost Estimate of Consultant's Services in Dollars

Element of Work	Man-hours	Payroll Rate	Payroll Costs	Overhead & Burden	Service By Others	In-House Direct Cost [2]	Fixed Fee	Total	% of Grand Total
PRELIMINARY PHASE I & 11 ENGINEERING SERVICES									
Supplemental Field Survey + Phase I Documentation	80	\$37.00	\$2,960	\$5,123			\$1,172	\$9,255	18.51%
Pre-Final Contract Plans	214	\$33.58	\$7,186	\$12,435		\$300	\$2,845	\$22,766	45.54%
Spec. Prov., Quant., & Est.	47	\$31.04	\$1,459	\$2,524			\$578	\$4,561	9.12%
Reviews & Coord.	52	\$32.67	\$1,699	\$2,940			\$673	\$5,311	10.62%
Final Plans, QC/QA & Admin	63	\$39.62	\$2,496	\$4,320		\$300	\$988	\$8,104	16.21%
Totals	456		15,799	27,342	0	600	6,256	49,997	100.00%

ASSUMPTIONS:

- 1) Services by Others = None
- 2) Direct costs: Delivery and printing costs

**EXHIBIT F
AVERAGE HOURLY WORK RATES**

Firm: Robinson Engineering, Ltd.
 Route: Park Boulevard/ITEP
 Section: 14-00063-00-SW
 County: DuPage
 Job No.: P-
 ITEP Number: 131113
 TIP ID Number: 03-96-0021

Date: March 22, 2017
 Complexity Factor (R): 0.00

JOB CLASSIFICATION	SALARY	Early Coordination & Data Collection		Supplemental Field Survey		Alternate Geometric Studies		Prepare ROW Plans & Legals		Prel. Bridge/Hydraulic Studies		Draft Project Report	
		% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate
PRINCIPAL ENGINEER 1	\$63.10			2.50%	\$1.58								
SENIOR ENGINEER 2	\$43.65			12.50%	\$5.46								
SENIOR PROJECT MANAGER 1	\$45.16			43.75%	\$19.76								
PROJECT ENGINEER 2	\$33.52			0.00%									
CHIEF LAND SURVEYOR	\$41.70			0.00%									
LAND SURVEYOR 3	\$39.40			0.00%									
CAD MANAGER	\$38.80			10.00%	\$3.88								
CAD DESIGNER	\$31.30			0.00%									
CAD TECHNOLOGIST 2	\$27.02			10.00%	\$2.70								
FIELD SUPERINTENDENT	\$40.10			1.25%	\$0.50								
FIELD CREW CHIEF	\$31.28			10.00%	\$3.13								
ADMINISTRATIVE 1	\$14.56			0.00%									
AVERAGE PAYROLL RATE		0.00%	\$0.00	90.00%	\$37.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00

JOB CLASSIFICATION	SALARY	Public Involvement		Final Project Report		Pre-Final Plans		Special Provisions, Quantities & Estimates		Submittals, Reviews & Coordination		Final Contract Plans & QC/QA	
		% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate
PRINCIPAL ENGINEER 1	\$63.10					0.00%		0.00%		7.69%	\$4.85	15.87%	\$10.02
SENIOR ENGINEER 2	\$43.65					0.00%		0.00%		0.00%		0.00%	
SENIOR PROJECT MANAGER 1	\$45.16					5.61%	\$2.53	6.38%	\$2.88	15.38%	\$6.95	19.05%	\$8.60
PROJECT ENGINEER 2	\$33.52					56.54%	\$18.95	76.60%	\$25.67	30.77%	\$10.31	25.40%	\$8.51
CHIEF LAND SURVEYOR	\$41.70					0.00%		0.00%		0.00%		0.00%	
LAND SURVEYOR 3	\$39.40					0.00%		0.00%		0.00%		0.00%	
CAD MANAGER	\$38.80					3.27%	\$1.27	0.00%		0.00%		7.94%	\$3.08
CAD DESIGNER	\$31.30					34.58%	\$10.82	0.00%		0.00%		0.00%	
CAD TECHNOLOGIST 1	\$27.02					0.00%		0.00%		30.77%	\$8.31	25.40%	\$6.86
FIELD SUPERINTENDENT	\$40.10					0.00%		0.00%		0.00%		6.35%	\$2.55
FIELD CREW CHIEF	\$31.28					0.00%		0.00%		0.00%		0.00%	
ADMINISTRATIVE 1	\$14.56					0.00%		0.00%		0.00%		0.00%	
AVERAGE PAYROLL RATE		0.00%	\$0.00	0.00%	\$0.00	100.00%	\$33.58	100.00%	\$31.04	100.00%	\$32.67	100.00%	\$39.62



Prime Consultant

Name Robinson Engineering, Ltd.
 Address 300 Park Blvd./Suite 309/Itasca, IL 60143
 Telephone (847) 250-5635
 TIN Number 36-2407339

Project Information

Local Agency Village of Itasca
 Section Number 14-00063-00-SW
 Project Number P-
 Job Number M-4003(

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
None		
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

EXHIBIT A
Robinson Engineering, Ltd.
Average Hourly Rate

Labor Billing Category	Average of Rate
Principal Engineer 2	\$69.15
Principal Engineer 1	\$63.10
Senior Project Manager 2	\$53.25
Senior Project Manager 1	\$45.16
Senior Structural Engineer	\$75.00
Senior Engineer 2	\$43.65
Senior Engineer 1	\$39.61
Project Engineer 3	\$35.76
Project Engineer 2	\$33.52
Project Engineer 1	\$26.28
Project Manager 2	\$38.85
Engineering Technologist 2	\$23.00
Engineering Technician 2	\$29.20
Chief Land Surveyor	\$41.70
Land Surveyor 3	\$39.40
Planner	\$32.60
Grant Writer 2	\$28.80
Grant Writer 1	\$22.10
Project Developer 3	\$45.00
Project Developer 1	\$35.00
GIS Coordinator	\$41.20
GIS Developer	\$33.55
CAD Manager	\$38.80
CAD Designer	\$31.30
CAD Technologist 2	\$27.02
Resident Engineer 3	\$35.95
Resident Engineer 2	\$33.00
Resident Engineer 1	\$31.85
Resident Engineering Representative 2	\$31.89
Resident Engineering Representative 1	\$29.10
Field Superintendent	\$40.10
Operations Manager	\$35.70
Operator 3	\$24.90
Operator 2	\$19.30
Operator 1	\$17.20
Field Crew Chief	\$31.28
IT Coordinator	\$28.90
IT Technolgist	\$26.00
Administrative 1	\$14.56
Administrative 2	\$20.15
Project Administration	\$33.78

EXHIBIT B		
Robinson Engineering, Ltd.		
Average Hourly Rate Range		
Labor Billing Category	Min Rate	Max Rate
Principal Engineer 2	\$67.90	\$70.40
Principal Engineer 1	\$63.10	\$63.10
Senior Project Manager 2	\$49.00	\$61.50
Senior Project Manager 1	\$42.10	\$47.30
Senior Structural Engineer	\$75.00	\$75.00
Senior Engineer 2	\$40.30	\$46.20
Senior Engineer 1	\$36.50	\$42.90
Project Engineer 3	\$34.30	\$38.70
Project Engineer 2	\$32.60	\$35.00
Project Engineer 1	\$25.73	\$27.10
Project Manager 2	\$37.80	\$39.90
Engineering Technologist 2	\$20.80	\$25.20
Engineering Technician 2	\$29.20	\$29.20
Chief Land Surveyor	\$41.70	\$41.70
Land Surveyor 3	\$39.40	\$39.40
Planner	\$32.60	\$32.60
Grant Writer 2	\$28.80	\$28.80
Grant Writer 1	\$22.10	\$22.10
Project Developer 3	\$45.00	\$45.00
Project Developer 1	\$25.34	\$50.77
GIS Coordinator	\$41.20	\$41.20
GIS Developer	\$33.40	\$33.70
CAD Manager	\$38.80	\$38.80
CAD Designer	\$31.30	\$31.30
CAD Technologist 2	\$26.10	\$27.90
Resident Engineer 3	\$35.10	\$36.80
Resident Engineer 2	\$33.00	\$33.00
Resident Engineer 1	\$30.00	\$33.70
Resident Engineering Representative 2	\$30.10	\$34.80
Resident Engineering Representative 1	\$27.90	\$30.30
Field Superintendent	\$40.10	\$40.10
Operations Manager	\$35.70	\$35.70
Operator 3	\$24.90	\$24.90
Operator 2	\$19.10	\$19.50
Operator 1	\$16.70	\$17.70
Field Crew Chief	\$29.90	\$32.10
IT Coordinator	\$28.90	\$28.90
IT Technolgist	\$26.00	\$26.00
Administrative 1	\$8.25	\$31.40
Administrative 2	\$19.80	\$20.50
Project Administration	\$22.80	\$45.00

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIROMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.