

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HAMPTON, LENZINI, AND RENWICK, INC. FOR DESIGN ENGINEERING PROFESSIONAL SERVICES FOR THE RECONSTRUCTION OF LUCINDA AVENUE IN AN AMOUNT NOT TO EXCEED \$400,230.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City Engineer recommends retaining Hampton, Lenzini, and Renwick, Inc. to perform design engineering services for the reconstruction of Lucinda Avenue in an amount not to exceed \$400,230 pursuant to the terms of the agreement attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this resolution are adopted and incorporated herein as Section One to this Resolution.

SECTION 2: The City's corporate authorities approve, authorize, and direct the City Manager to execute the Agreement attached hereto and incorporated herein as Exhibit A, and further direct the City Manager to perform such acts which may be necessary to effect the Agreement.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the City's corporate authorities' intent that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 26th day of September 2022 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Larson, Smith, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Morris, Perkins.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

EXHIBIT A
Scope of Service
Lucinda Avenue from Annie Glidden Road to the Kishwaukee River
City of DeKalb

SCOPE OF SERVICES

The City of DeKalb (hereinafter the "Client") has requested professional engineering services for rehabilitation of Lucinda and the inclusion of at roundabout at the intersection of Lucinda/Normal (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:

- Discussions with the City Engineer

The following is a list of basic project understandings

- Crash Data will be collected from the clients Police Department.
- Boundary verification is included to check the right-of-way projected by GIS data. This does not include full boundary survey or property titles that would be needed if this level of detail is needed.
- Utility design for water and sanitary is not included.
- Proposed storm sewer will be designed in the roundabout area only. Existing drainage structures that are in poor conditions or areas where known drainage problems will be evaluated to determine if modifications to the existing system can help improve the system.
- Sidewalks outside of the right-of-way will not be considered part of the project.
- The roundabout at the intersection of Lucinda and Normal will likely have sidewalk outside of the existing right-of-way. The sidewalk outside of the right-of-way will be constructed by the University outside of this contract.

The project limits are understood to be Lucinda Avenue from Annie Glidden Road intersection to the Lucinda Avenue Bridge project limits

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

Notice to Proceed	September 27, 2022
Begin Phase I and Environmental Services	October 3, 2022
Begin Phase II Services	January 2023
Draft PDR to IDOT	March 2023
Pre-Final Plans and Bid Documents	September 2023
Final Plans and Bid Documents	October 2023
Project Letting (State)	January 2024
Board Approval – Construction	March 2024
Start of Construction	April 2024
End of Construction	November 2024

SCOPE OF SERVICES

PHASE I ENGINEERING

Based on the goals of the project, the following services are provided to seek approval by IDOT for the project.

☐ **Preliminary Design Studies** - HLR will complete a Preliminary Design Study in accordance with IDOT BLR procedures and is limited to the following tasks:

- **Traffic Counts** – A 13-hour count will be provided at the following locations:

- Lucinda Avenue and Annie Glidden Road
- Lucinda Avenue and Normal Road

The traffic counts will be based traffic cameras and processed by a third-party vendor that utilizes IDOT approved methods.

- **Preliminary Design Report** – A Project Development Report (PDR) will be prepared and submitted to IDOT and will include the following:

- Project Narrative
- General Exhibits
- Project Geometry
- Plan and Profiles
- Cross Sections
- Maintenance-of-traffic plan
- Detour Route Planning
- Engineer's opinion of probable costs
- Crash data to determine any necessary safety improvements

It is understood that the project will be a State Approved Categorical Exclusion with Report (BLR 22211). In the event that IDOT requires a different process, additional compensation may be requested to complete the PDR.

- **Intersection Design Study (IDS)** – An IDS will be prepared and will include intersection geometry and approach profiles in accordance with IDOT Standards based on the following assumptions:

- Design Vehicle = WB-65
- Traffic Project = 2050
- Design Speed = 35mph

The IDS will be prepared for the following intersections:

- Lucinda Avenue and Normal Road

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

- **Wetland Delineation and Report** - HLR will perform a formal wetland delineation of the proposed project area. The wetland delineation will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands", Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit), and Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to private as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying

the type, functions, and boundary of the involved wetlands.

"Wetlands" are defined by the U.S. Army Corps of Engineers (USACE) for jurisdictional purposes as "those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions" (33 CFR 323.3(c)).

HLR will conduct a map review of the project. The following maps and documents will be reviewed prior to conducting the field investigation:

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory Maps
- USDA Soil Survey
- Hydric Soils of the United States
- Regulatory Flood Map

According to the National Wetlands Inventory there is a stream crossing under Lucinda within the project area.

The field investigation will be conducted by our environmental personnel who are experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeter (s) will be staked and surveyed. Wetland boundary stake locations will be surveyed using a handheld Trimble R1 GNSS receiver.

HLR has reviewed available data and aerial photography and anticipate a potential stream crossing located within the project limits. Significant changes to the number of wetland found within the project during the field review will require additional compensation. HLR will notify the client if there are major unanticipated changes prior to proceeding.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland boundaries will be defined in accordance with the Corps of Engineers Wetlands Delineation Manual: Midwest Region. This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations.

A farmed wetland determination will be required for the portion of the project that is used for agricultural purposes. Farmed wetland areas are determined according to National Food Security Act Methodology (NFSAM). This requires areas that are currently or have recently been farmed (within 5 years) to be reviewed as potential farmed wetland areas. Aerial photographs are reviewed for wetland signatures, and areas that appear in more than fifty (50) percent of reviewed aerials are verified in the field.

A wetland delineation letter report will be prepared summarizing the findings of the fieldwork. Included in the report will be the required wetland delineation data sheets that summarize the findings of the field investigation as well as figures that detail the maps reviewed and current wetland boundaries of the site.

- **Agency Coordination** – HLR anticipates that coordination will be necessary with:
 - **IDOT** – HLR will prepare and submit an Environmental Survey Request (ESR) to obtain the latest natural resource information from various regulatory agencies, both federal and state. This information will be critical for the permitting phase and

will be requested through correspondence.

- **IDNR** – HLR will request a formal ECOCAT to determine if the presence of threatened or endangered species may be present.
 - **USFWS** – HLR will coordinate with the US Fish and Wildlife Service as part of a Section 7 consultation for federally listed threatened and endangered species as required by the USFWS.
 - **USACE** – HLR will coordinate with the US Army Corps of Engineers, as needed for jurisdictional wetlands and Waters of the U.S.
- **Tree Survey and Memorandum** - A Certified Arborist will conduct a tree survey of all trees 6 inches and greater within the project limits. All trees will be tied with ribbons and numbered accordingly to be surveyed by others. We will identify all trees by type, diameter, health and structure. During the tree survey we will evaluate potential bat habitat. The finding of the tree survey will be summarized in a tree memorandum.

The following is an estimated number of trees or acres of trees anticipated with this project:

- **50 Trees**

Significant changes to the number or acres of trees found within the project during the survey will require additional compensation. HLR will notify the client if there are major unanticipated changes prior to proceeding.

- **Special Waste Screening and Preliminary Environmental Site Assessment (PESA) Report** - Prior to completing the Preliminary Environmental Site Assessment (PESA) for the project, a Special Waste Assessment screening, including a Level I and Level II screening, will be completed. This includes ordering the Environmental Database Review summary.

If the Level I and II screenings lead to a determination that further action is required, a PESA will be recommended. The PESA will be prepared using historical and geological information. The specific methods used to conduct the assessment are contained in 1) ASTM Standards E1527-13, 2) A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects (Erdmann et al., 2012), 3) Special Wastes Procedures for Local Highway Improvements (IDOT Local Roads Manual, July 22, 2004), and 4) "IDOT Bureau of Design and Environment Manual (BDE Manual), Section 27-3.03 (b), October 2015). The PESA will include a database search, review of historical records, an on-site evaluation, and review of other project conditions that may give us insight into the existing environmental conditions along the route.

Once the review has been completed, a written report will be completed and submitted as documentation to the on-site analysis. This report will accompany various site photographs, maps, and the above referenced documentation, which will be utilized to assist the project evaluation and any applicable recommendations.

- **Preliminary Site Investigation (PSI)** - HLR will complete a Preliminary Site Investigation, including Soil Sampling and Laboratory Analysis for this project. At each PIP location we propose a minimum of 1 soil boring and 1 sample analyzed for VOCs, Semi-VOCs, PNAs, RCRA Metals, PCBs and pH.

HLR will provide the following services:

- Obtaining a permit to drill in the right-of-way
- Locating and clearing underground utilities (public and private locate)

- Collecting soil samples and screening for volatile organics with a photoionization detector (PID)
- Submitting soil samples to Illinois NELAP-accredited laboratory using proper chain-of-custody procedures.
- Analyzing soil samples for VOCs, SVOCs, PNAs, RCRA Metals, PCBs, and pH. Additional TCLP analysis shall be performed on inorganics as needed, which is an additional costs.
- Collecting contingency sample for Subtitle D landfill waste characterization analysis and completing waste disposal facility profiling, if needed.

For this project we anticipate that 10 soil samples will be required. In the event more samples are needed, HLR will notify the client in writing to approve the additional direct expense to the contract.

We will prepare a PSI Report to document the findings of the investigation. The report will include a narrative of the field investigation, boring logs, figures with sample locations, data tables and laboratory analytical reports, and estimate of the quantity of impacted soil.

☐ **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** – 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
 - Detailed Bridge Information
 - Detailed Waterway Cross Sections
 - 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

- **Boundary Determination** – HLR will determine the existing right-of-way based on information found in the field and publicly available information including Plat of Highways, GIS, Sidwells, and preliminary plats from the County Recorder online
 - **Recorded Document Acquisition** - HLR anticipates that recorded subdivision/parcel plats available only at the County Recorder office will be needed. Scope of Service includes the time necessary for travel, research, and ordering of the plats. Based on our experience we estimate that the needed information will cost \$500.00. In the event that these costs are higher than anticipated, HLR will notify the Client that additional compensation will be necessary to cover the direct costs.

□ **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:
 - Hydraulic Report
 - Flooding Repos
 - "As-Built" Plans
 - Construction Plans
 - Existing Utility Atlases
 - Publicly available GIS data
 - Technical Reports provided by the Client
- **Field Review** – HLR will scheduled a field review of the project to determine site-specific constraints and document existing conditions. A photographic log will not be prepared of the project.
- **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:
 - 8 – 10' Soil Borings
 - Geotechnical Report

□ **Utility Coordination** - HLR will coordinate with utilities with determining their facility location, potential conflict determination, and resolution of those conflicts. During the duration of the design engineering contract, the client shall make HLR aware of any utilities that are requesting construction permits along with their plans for inclusion into the project construction plans. The major work items under this task will include:

- A J.U.L.I.E. Design Level Locate request will be submitted.
- Project status letters will be prepared to the individual utility companies along with location map.
- HLR will verify the utilities identified on the atlas maps provided by the utilities.
- HLR will identify potential utility conflicts with the proposed improvements based on information provided by the contractor and/or client. These locations will be identified and sent to the utility for evaluation and verification. Often there are no depths provided by the utility owner therefore assumed depths based on typical installations by the utility will be assumed. In the event of this occurrence, no implied knowledge of actual depth shall be the responsibility of the HLR.
- Pre-final plans will be sent to the utility companies that previously indicated that they had facilities within the area. The client shall notify HLR if additional utilities outside of

those currently permitted within the project have been constructed. This submittal will include location of conflicts identified by the utilities

- HLR will review all utility permit request submitted to the Client to check that the relocations are consistent with coordination and the proposed improvements. The first review of submitted permit materials from utilities in conflict will be included in the cost of service. Subsequent reviews and coordination with the utilities will require additional compensation. HLR will notify the client in the event that there are multiple reviews for a utility
- HLR will assist the Client in the coordination effort to obtain utility relocation schedules. If the utility is no longer communicating or provides schedules that are not adhered to, HLR will notify the Client that additional coordination is required by the Client. HLR will complete any necessary coordination once assurances are made by the utility to provide open communication and/or accurate schedules. Additional compensation will be request by HLR to the Client for excessive utility coordination is required.

☐ 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:
 - **Concept Level** – Basic plan used to further discussion of desired outcome and possible issues and unforeseen expenses.
 - **Preliminary (50%)** – Basic plans with well-defined concept of the proposed improvement
 - **Pre-Final (90%)** – Plans and concepts are nearly complete and minor modifications are expected.
 - **Final (100%)** – Plans are fully developed and are ready for distribution to contractors.

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:

Title Sheet	1 Sheet(s)
General Notes	1 Sheet(s)
Summary of Quantities	1 Sheet(s)
Alignment, Ties and Benchmarks	1 Sheet(s)
Existing Typical Sections	1 Sheet(s)
Proposed Typical Sections	1 Sheet(s)
Detour Plan	3 Sheet(s)
Existing Conditions and Removals	3 Sheet(s)
Roadway Plan & Profile	2 Sheet(s)
Roadway Plan & Profile – Roundabout	5 Sheet(s)
Drainage and Utilities Plan and Profiles - Roundabout Only	2 Sheet(s)
Soil Erosion and Sediment Control Plans and Details	3 Sheet(s)
Pavement Marking and Signing Plan	3 Sheet(s)
Street Lighting Plans and Details – Roundabout Area Only	5 Sheet(s)
Traffic Signal Plans and Details	8 Sheet(s)
ADA Ramp Details	28 Ramps

Special Details	2 Sheet(s)
Cross Sections – Roundabout Area Only	32 Sections

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:

- **IDOT Format** – HLR will prepare a bid document based on IDOT standard format.

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.

☐ **Calculations** – HLR will provide backup calculations to ensure that the design meets the standard of care. Calculations necessary for this project will include:

- **Pavement Design** – HLR will prepare the necessary calculations to determine appropriate depth of pavement and subgrade necessary based on future traffic predictions. Pavement design will be based on IDOT methodology.
- **Storm Sewer System – Proposed Conditions** – HLR will prepare a model for the proposed storm sewer system. Evaluation will be based on the recently revised (2019) Bulletin 70 rainfall data, Huff Distribution, average coefficient of runoff (C value), and Time of Concentrations for each tributary area. Evaluation will be for all inlets within the project limits. Inlet spacing will be determined based on procedures outlined in the IDOT Drainage Manual.

☐ **Cost Estimate** - 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.

☐ **Consultation and Coordination** – HLR will prepare and attend the following meetings.

In the event that additional meetings are required, HLR will notify the client in writing for additional compensation.

- **Kickoff Meeting** - Kickoff Meeting with Client and IDOT (assume 1 meeting).
- **Utility Coordination Meeting** - Utility Coordination Meeting are assumed to be necessary for the project. (assume 1 meeting).
- **Coordination Meeting** - Coordination and design meeting with the Client (assume 2 meetings).
- **Public Open House** – HLR will prepare on public open house meeting for resident and businesses to attend. HLR will prepare exhibits about utilities relocation, schedule, and what can be expected. Three staff members will attend the public open house.



CITY OF DEKALB
PROPOSED DESIGN ENGINEERING SERVICES
LUCINDA AVENUE FROM ANNIE GLIDDEN ROAD TO KISHWAUKEE RIVER (APPROX. 3,500')
DETAILED COST BREAKDOWN

		Employee Classification																	
Task	Description	E6	E5	E4	E3	E2	E1	T3	T2	T1	SUR 2	SUR 1	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee	
1. SURVEY AND LAND ACQUISITION SERVICES																			
	Research										2						2	\$ 290.00	
	Subdivision Plats, documents (direct costs)															\$ 500.00			
	Control/Level Circuit										20	20					40	\$ 5,200.00	
	Topographic/Route Survey	8							40		8						56	\$ 7,520.00	
	Land/Boundary/Right of Way Survey										80	80					160	\$ 20,800.00	
	Manhole Inspection (200 structures)										16						40	\$ 7,000.00	
	Boundary/Right-of-Way Determination	24															32	\$ 3,840.00	
	Drafting/Plat Preparation								32										
	Legal Descriptions																		
	Review QC/QA																		
	Right-of-Way Staking																		
	Construction Staking																		
	Appraisal																		
	Review Appraisal																		
	Negotiations																		
2. PHASE I DESIGN ENGINEERING SERVICES																			
	Data Collection (GIS, Utility Plans, Construction Plans, Field Visit)				8												8	\$ 1,200.00	
	Geotechnical Investigation			2												\$ 10,325.00	2	\$ 10,645.00	
	Prepare ESR and WIEs	2				18											20	\$ 2,550.00	
	Section 4(f)																		
	Crash Analysis	2			12												14	\$ 2,190.00	
	Traffic Analysis - 2 intersections counted and analyzed (video processing by Sprack Consulting LLC)	2				12										\$ 400.00	14	\$ 2,230.00	
	Prepare Intersection Design Study				40				20								60	\$ 8,400.00	
	Prepare Geometric Study																		
	Memorandum of Geometric Findings	4			12	12			12								40	\$ 5,460.00	
	Plan and Profile	4			36				16								56	\$ 8,100.00	
	Typical Sections	1			4												5	\$ 795.00	
	Cross Sections	2			20				6								28	\$ 4,110.00	
	Right-of-Way Requirements	1			8												9	\$ 1,395.00	
	Traffic Management Plan (including Detour Exhibit)		4		12												16	\$ 2,500.00	
	Prepare Location Drainage Study - Roundabout Area Only	6	24				12										42	\$ 6,630.00	
	Prepare Hydraulic Report - This will be needed if existing culvert is modified																		
	Prepare Bridge Condition Report																		



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	Prepare Phase I Design Report																	
	Cost Estimate	6			20												26	\$ 4,170.00
	Draft Report	2			34	50								4			90	\$ 11,810.00
	Final Report based on comments				14	16									6		36	\$ 4,500.00
3. DESIGN ENGINEERING SERVICES																		
	Prepare Plans																	
	Title Sheet				2				2								4	\$ 600.00
	General Notes				3				2								5	\$ 760.00
	Alignment, Ties, and Benchmarks				1				6								7	\$ 1,000.00
	Summary of Quantities				1				1								2	\$ 300.00
	Schedule of Quantities																	
	Typical Sections				16				8								24	\$ 3,680.00
	Removal Plan (50 scale - 3 sheets)				36				24								60	\$ 9,120.00
	Plan and Profiles - Rehabilitation (Mill and Resurface ~2,500 ft - 50 scale - 2 sheets)				48				36								84	\$ 12,720.00
	Plan and Profiles - Roundabout Area (5 sheets including Circle, 20 scale, high detail)				180				120								300	\$ 45,600.00
	Grading Plan																	
	Drainage and Utility Plan and Profile (Roundabout Area Only, 2 sheets, 20 scale)				40				24								64	\$ 9,760.00
	Hydraulic Calculation for new Storm Sewer				24												24	\$ 3,840.00
	Soil Erosion and Sediment Control Plan (50 scale - 3 sheets)				36				24								60	\$ 9,120.00
	Landscaping Plan																	
	Modular Block Retaining Wall Details																	
	ADA Sidewalk Grading Plan (28 ramps)				70				42								112	\$ 17,080.00
	Structural Details																	
	Pavement Marking and Signing Plan (50 scale - 3 sheets)				36				24								60	\$ 9,120.00
	Street Lighting Plan and Details	4			8	60			6								78	\$ 11,900.00
	Traffic Signal Plan and Details (Annie Glidden)				120				50								170	\$ 26,200.00
	Cross Sections (Roundabout Area Only - 50' C-C - Est 32 X Sections)				64				32								96	\$ 14,720.00
	Staged Cross Sections																	
	Special Details																	
	Standard Details																	
	Prepare Bid Documents				48												48	\$ 7,680.00
	Prepare Estimate of Cost				24												24	\$ 3,840.00
	Prepare Estimate of Time and Lump Sum Cost Breakdown				8												8	\$ 1,280.00
	Utility Coordination				28												28	\$ 4,480.00



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Task	Description	E6	E5	E4	E3	E2	E1	T3	T2	T1	SUR 2	SUR 1	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee
	Response to IDOT Comments			32				24									56	\$ 8,480.00
	Bidding Assistance (State Let)			4													4	\$ 640.00
4.	PERMITTING																	
	Wetland Delineation									4			3	26			33	\$ 3,390.00
	Wetland Report																	
	Wetland Mitigation																	
	Prepare USACE Permit																	
	Coordination with IDNR (ECOCAT), Section 7 Memo, and/or IHPA																	
	Threatened and Endangered Species Survey																	
	Prepare Soil and Water Conservation District Submittal																	
	Tree Survey											2	18	2			22	\$ 3,130.00
	Prepare Floodway Permit																	
	Prepare Stormwater Pollution Prevention Plan (SWPPP)																	
	Prepare IEPA Notice of Intent																	
	Prepare IEPA Notice of Termination																	
	Prepare IEPA Watermain Construction Permit																	
	Prepare IEPA Sanitary Sewer Construction Permit																	
	Prepare IEPA Water Treatment or Wastewater Treatment Permits																	
	Prepare County Stormwater Permit																	
	Obtain Environmental Database Report (EDR)					2										\$ 400.00	2	\$ 640.00
	Prepare Clean Construction and Demolition Debris (CCDD) Form 663					20											20	\$ 2,400.00
	Obtain soil samples for testing (10 samples at \$1000 each)					16										\$ 10,000.00	16	\$ 11,920.00
	Additional Borings															\$ 3,000.00	0	\$ 3,000.00
	Prepare a Preliminary Environmental Site Analysis (PESA)					48			4				12				64	\$ 8,040.00
	Prepare a Preliminary Site Investigation (PSI)					36			2				16				54	\$ 6,960.00
5.	CONSTRUCTION ENGINEERING																	
	Not Included																	



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DETAILED COST BREAKDOWN

		Employee Classification																	
Task	Description	E6	E5	E4	E3	E2	E1	T3	T2	T1	SUR 2	SUR 1	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee	
6. COORDINATION AND CONSULTATION																			
	Prepare and Attend Kick-off Meeting	6	3														9	\$ 1,695.00	
	Prepare and Attend Coordination Meeting	6		6													12	\$ 2,130.00	
	Prepare Monthly Status Report to Client			24													24	\$ 3,840.00	
	Prepare property owner letters and exhibits (no Public Meeting or Hearing)																		
	Prepare and attend property owner meetings																		
	Prepare and attend status meetings	8		8													16	\$ 2,840.00	
	Public Meeting																		
	Compile list of property owners within corridor	2				2											4	\$ 630.00	
	Prepare Notification Letters, Postcards, and Newspaper Advertisements	2				2											4	\$ 630.00	
	Prepare Exhibits	2				36										\$ 500.00	38	\$ 5,210.00	
	Prepare Audio/Visual Presentation																		
	Attend Public Meeting	8				4											12	\$ 2,040.00	
	Prepare Summary of Public Meeting	2															2	\$ 390.00	
	Assemble and Prepare Response to Comments	2															2	\$ 390.00	
	Request for Information																		
7. QUALITY ASSURANCE AND PROJECT ADMINISTRATION																			
	Quality Assurance and Quality Control	32	12														44	\$ 8,340.00	
	Project Administration	48															48	\$ 9,360.00	
Total		186	43	869	280	274	12	425	132	4	126	102	49	28	10	\$ 25,125.00	2540	\$ 400,230.00	



April 18, 2022

To: Randy Newkirk, P.E.
Hampton, Lenzini and Renwick, Inc.
380 Shepard Drive
Elgin, Illinois
P: 630.803.7508

Re: Proposal - Geotechnical Exploration
Proposed Lucinda Avenue Rehabilitation
and Intersection Reconstruction
Dekalb, Illinois

Proposal No. Q22.187g

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 Randy Newkirk, P.E. of Hampton, Lenzini and Renwick, Inc. via email on April 14, 2022.

PROJECT UNDERSTANDING

Rubino understands that Hampton, Lenzini and Renwick, Inc. (HLR) is planning to aid in the rehabilitation of Lucinda Avenue from Annie Glidden Road to Kishwaukee River and the complete reconstruction of the intersection of Lucinda Avenue and Annie Glidden Road. HLR had requested that Rubino provide soil borings at 500-foot increments along the length of the project.

Information received:

- RFP email from Randy Newkirk, P.E. of Hampton, Lenzini and Renwick, Inc. on April 14, 2022.

Field Services Scope of Services Summary

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

Field Equipment / Soil Sampling Method Proposed	Track-mounted Geoprobe 7822DT
Traffic Control Needs	Flaggers
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	SPT – 2 ½ ft to 10 feet
Backfill Needs	Cuttings
Patching	Cold Patch

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 BORINGS	NUMBER OF CORES WITH PAVEMENT THICKNESS	DEPTH (FEET BEG*)	LOCATION	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
8	8	10	Approximately 500 feet increments along Lucinda Avenue	2 ½ ft to 10 ft	USCS
8	8	80			

*BEG = below existing grade

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 7822DT drilling equipment.

Traffic Control

Rubino anticipates that traffic control will be necessary along Lucinda Avenue and at the intersection of Lucinda Avenue and Annie Glidden Road. Rubino will subcontract a traffic control company to provide flaggers.

Boring Locations

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



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 8 feet

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 6.
- Granular soils with an N-value less than 10.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar 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 are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	2	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	32	Shelby Tube, Cohesive Samples
Organic Content	2	Split spoon, bulk, or Shelby Tube

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:*
 - *Subgrade preparation*
 - *Subgrade Stability*
 - *Estimated IBV value at each boring location*
- *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	\$ 650.00	Total
	Drill Rig Mobilization and Drilling	\$ 3,750.00	Lump sum
	Pavement Cores (\$200 per core)	\$ 1,600.00	Total
Lab	Geotechnical Lab Tests as described above	\$ 365.00	Total
Reporting	Preparation of the Geotechnical Report	\$ 1,200.00	Total
Traffic Control	Flaggers – Two Flaggers with Travel	\$ 2,760.00	Lump sum
		\$10,325.00	Grand Total

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

Scope Limitations

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

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

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

AUTHORIZATION

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

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

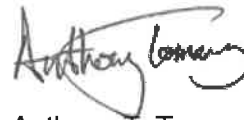
Respectfully submitted,

RUBINO ENGINEERING, INC.

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.
2022 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	\$	125.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	95.00
Administrative Assistant	Per Hour	\$	65.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
All-Terrain Vehicle (ATV) Usage Surcharge	Per Day	\$	195.00
Boring Layout - Two-man crew (2 hour minimum)	Per Hour	\$	166.00
Soil Sampling using split-barrel sampler (ASTM D-1586) 2.5-foot intervals to 15 feet and 5-foot intervals thereafter, 3-1/4" E.D. HAS:			

Depth Range		
Feet	Easy Drilling*	Hard Drilling**
0 - 25	\$24.50	\$27.00
25 - 50	\$26.50	\$29.00
50 - 72	\$30.50	\$31.00
75 - 100	\$32.00	\$33.50

* Less than 50 blows per foot or a Qp of 4 tsf

** 50 blows or more per foot, Qp more than 4 tsf, or strata containing coarse gravel or cobbles

Hourly Rate Drilling	Per Hour	\$	275.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, Tube Sample	Each	\$	35.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	85.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (loss on ignition)	Each	\$	25.00
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$	225.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$	275.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00
pH Testing	Each	\$	15.00
Triaxial Testing (TXC-CIU) 3-Point Envelope	Each	\$	1,300.00

FEE REMARKS

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

Client#: 1171577

RUBINENG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/01/2021

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: laurie.cloninger@usi.com														
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: RLI Insurance Company	13056	INSURER B: Berkley Insurance Company	32603	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

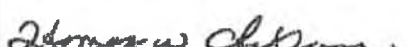
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

LINE LTR	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"/> PROJECT <input type="checkbox"/> LOC OTHER:		PSB0003777	09/01/2021	09/01/2022	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 <input checked="" type="checkbox"/> AUTO ONLY <input checked="" type="checkbox"/> USED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001861	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE CERO RETENTION \$		PSE0002142	09/01/2021	09/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N Y N/A	PSW0002789	09/01/2021	09/01/2022	<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		AEC904730502	09/01/2021	09/01/2022	\$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.

Contractors Pollution Liability Coverage:
Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)
(See Attached Descriptions)

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
#S33180242/M33180212

LXCAA

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rubino Engineering, Inc.



CITY OF DEKALB
PROPOSED DESIGN ENGINEERING SERVICES
LUCINDA AVENUE FROM ANNIE GLIDDEN ROAD TO KISHWAUKEE RIVER (APPROX. 3,500')
DETAILED COST BREAKDOWN

		Employee Classification																
Task	Description	E6	E5	E4	E3	E2	E1	T3	T2	T1	SUR 2	SUR 1	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee
1. SURVEY AND LAND ACQUISITION SERVICES																		
	Research										2						2	\$ 290.00
	Subdivision Plats, documents (direct costs)															\$ 500.00		
	Control/Level Circuit										20	20					40	\$ 5,200.00
	Topographic/Route Survey	8							40		8						56	\$ 7,520.00
	Land/Boundary/Right-of-Way Survey																	
	Manhole Inspection (200 structures)										80	80					160	\$ 20,800.00
	Boundary/Right-of-Way Determination	24									16						40	\$ 7,000.00
	Drafting/Plat Preparation								32								32	\$ 3,840.00
	Legal Descriptions																	
	Review QC/QA																	
	Right-of-Way Staking																	
	Construction Staking																	
	Appraisal																	
	Review Appraisal																	
	Negotiations																	
2. PHASE I DESIGN ENGINEERING SERVICES																		
	Data Collection (GIS, Utility Plans, Construction Plans, Field Visit)				8												8	\$ 1,200.00
	Geotechnical Investigation			2												\$ 10,325.00	2	\$ 10,645.00
	Prepare ESR and WIEs	2				18											20	\$ 2,550.00
	Section 4(f)																	
	Crash Analysis	2			12												14	\$ 2,190.00
	Traffic Analysis - 2 intersections counted and analyzed (video processing by Sprack Consulting LLC)	2				12										\$ 400.00	14	\$ 2,230.00
	Prepare Intersection Design Study				40				20								60	\$ 8,400.00
	Prepare Geometric Study																	
	Memorandum of Geometric Findings	4			12	12			12								40	\$ 5,460.00
	Plan and Profile	4			36				16								56	\$ 8,100.00
	Typical Sections	1			4												5	\$ 795.00
	Cross Sections	2			20				6								28	\$ 4,110.00
	Right-of-Way Requirements	1			8												9	\$ 1,395.00
	Traffic Management Plan (including Detour Exhibit)		4		12												16	\$ 2,500.00
	Prepare Location Drainage Study - Roundabout Area Only	6	24				12										42	\$ 6,630.00
	Prepare Hydraulic Report - This will be needed if existing culvert is modified																	
	Prepare Bridge Condition Report																	



CITY OF DEKALB
PROPOSED DESIGN ENGINEERING SERVICES
LUCINDA AVENUE FROM ANNIE GLIDDEN ROAD TO KISHWAUKEE RIVER (APPROX. 3,500')
DETAILED COST BREAKDOWN

		Employee Classification																
Task	Description	E6	E5	E4	E3	E2	E1	T3	T2	T1	SUR 2	SUR 1	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee
	Prepare Phase I Design Report																	
	Cost Estimate	6			20												26	\$ 4,170.00
	Draft Report	2			34	50									4		90	\$ 11,810.00
	Final Report based on comments				14	16									6		36	\$ 4,500.00
3. DESIGN ENGINEERING SERVICES																		
	Prepare Plans																	
	Title Sheet			2				2									4	\$ 600.00
	General Notes			3				2									5	\$ 760.00
	Alignment, Ties, and Benchmarks			1				6									7	\$ 1,000.00
	Summary of Quantities			1				1									2	\$ 300.00
	Schedule of Quantities																	
	Typical Sections			16				8									24	\$ 3,680.00
	Removal Plan (50 scale - 3 sheets)			36				24									60	\$ 9,120.00
	Plan and Profiles - Rehabilitation (Mill and Resurface ~2,500 ft - 50 scale - 2 sheets)			48				36									84	\$ 12,720.00
	Plan and Profiles - Roundabout Area (5 sheets including Circle, 20 scale, high detail)			180				120									300	\$ 45,600.00
	Grading Plan																	
	Drainage and Utility Plan and Profile (Roundabout Area Only, 2 sheets, 20 scale)			40				24									64	\$ 9,760.00
	Hydraulic Calculation for new Storm Sewer			24													24	\$ 3,840.00
	Soil Erosion and Sediment Control Plan (50 scale - 3 sheets)			36				24									60	\$ 9,120.00
	Landscaping Plan																	
	Modular Block Retaining Wall Details																	
	ADA Sidewalk Grading Plan (28 ramps)			70				42									112	\$ 17,080.00
	Structural Details																	
	Pavement Marking and Signing Plan (50 scale - 3 sheets)			36				24									60	\$ 9,120.00
	Street Lighting Plan and Details	4		8	60			6									78	\$ 11,900.00
	Traffic Signal Plan and Details (Annie Glidden)			120				50									170	\$ 26,200.00
	Cross Sections (Roundabout Area Only - 50' C-C - Est 32 X Sections)			64				32									96	\$ 14,720.00
	Staged Cross Sections																	
	Special Details																	
	Standard Details																	
	Prepare Bid Documents			48													48	\$ 7,680.00
	Prepare Estimate of Cost			24													24	\$ 3,840.00
	Prepare Estimate of Time and Lump Sum Cost Breakdown			8													8	\$ 1,280.00
	Utility Coordination			28													28	\$ 4,480.00



CITY OF DEKALB
PROPOSED DESIGN ENGINEERING SERVICES
LUCINDA AVENUE FROM ANNIE GLIDDEN ROAD TO KISHWAUKEE RIVER (APPROX. 3,500')
DETAILED COST BREAKDOWN

		Employee Classification																
Task	Description	E6	E5	E4	E3	E2	E1	T3	T2	T1	SUR 2	SUR 1	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee
	Response to IDOT Comments			32				24									56	\$ 8,480.00
	Bidding Assistance (State Let)			4													4	\$ 640.00
4. PERMITTING																		
	Wetland Delineation									4			3	26			33	\$ 3,390.00
	Wetland Report																	
	Wetland Mitigation																	
	Prepare USACE Permit																	
	Coordination with IDNR (ECOCAT), Section 7 Memo, and/or IHPA																	
	Threatened and Endangered Species Survey																	
	Prepare Soil and Water Conservation District Submittal																	
	Tree Survey											2	18	2			22	\$ 3,130.00
	Prepare Floodway Permit																	
	Prepare Stormwater Pollution Prevention Plan (SWPPP)																	
	Prepare IEPA Notice of Intent																	
	Prepare IEPA Notice of Termination																	
	Prepare IEPA Watermain Construction Permit																	
	Prepare IEPA Sanitary Sewer Construction Permit																	
	Prepare IEPA Water Treatment or Wastewater Treatment Permits																	
	Prepare County Stormwater Permit																	
	Obtain Environmental Database Report (EDR)					2										\$ 400.00	2	\$ 640.00
	Prepare Clean Construction and Demolition Debris (CCDD) Form 663					20											20	\$ 2,400.00
	Obtain soil samples for testing (10 samples at \$1000 each)					16										\$ 10,000.00	16	\$ 11,920.00
	Additional Borings															\$ 3,000.00	0	\$ 3,000.00
	Prepare a Preliminary Environmental Site Analysis (PESA)					48			4				12				64	\$ 8,040.00
	Prepare a Preliminary Site Investigation (PSI)					36			2				16				54	\$ 6,960.00
5. CONSTRUCTION ENGINEERING																		
	Not Included																	
6. COORDINATION AND CONSULTATION																		
	Prepare and Attend Kick-off Meeting	6	3														9	\$ 1,695.00
	Prepare and Attend Coordination Meeting	6		6													12	\$ 2,130.00
	Prepare Monthly Status Report to Client			24													24	\$ 3,840.00
	Prepare property owner letters and exhibits (no Public Meeting or Hearing)																	
	Prepare and attend property owner meetings																	
	Prepare and attend status meetings	8		8													16	\$ 2,840.00



CITY OF DEKALB
PROPOSED DESIGN ENGINEERING SERVICES
LUCINDA AVENUE FROM ANNIE GLIDDEN ROAD TO KISHWAUKEE RIVER (APPROX. 3,500')
DETAILED COST BREAKDOWN

		Employee Classification																		
Task	Description	E6	E5	E4	E3	E2	E1	T3	T2	T1	SUR 2	SUR 1	ENV 2	ENV 1	A1	Direct Costs	Hours	Fee		
	Public Meeting																			
	Compile list of property owners within corridor	2				2											4	\$ 630.00		
	Prepare Notification Letters, Postcards, and Newspaper Advertisements	2				2											4	\$ 630.00		
	Prepare Exhibits	2				36										\$ 500.00	38	\$ 5,210.00		
	Prepare Audio/Visual Presentation																			
	Attend Public Meeting	8				4											12	\$ 2,040.00		
	Prepare Summary of Public Meeting	2															2	\$ 390.00		
	Assemble and Prepare Response to Comments	2															2	\$ 390.00		
	Request for Information																			
7. QUALITY ASSURANCE AND PROJECT ADMINISTRATION																				
	Quality Assurance and Quality Control	32	12																44	\$ 8,340.00
	Project Administration	48																	48	\$ 9,360.00
Total		186	43	869	280	274	12	425	132	4	126	102	49	28	10	\$ 25,125.00	2540	\$ 400,230.00		



2024002937

Owner IQRA Moral Cartoon, Inc.
Address 401 Normal Road
DeKalb, IL 60115
Route Normal Road / Lucinda Avenue
County DeKalb
Job No. C-93-019-24
Parcel No. 0001
P.I.N. No. 08-15-377-060
Section 22-00200-00-PV
Project No.
Station 118+85.72
Station 120+83.55
Contract No.
Catalog No.

TASHA SIMS
RECORDER - DEKALB COUNTY, IL
RECORDED: 5/3/2024 08:50 AM
REC FEE: 55.00
PAGES: 4

CERTIFIED RESOLUTION
(Corporation)

I, *Mohammad Hossain*, as *President* of IQRA Moral Cartoon, Inc, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business in the State of Illinois, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the board of directors of said corporation, a quorum of its directors being present, at a meeting held on the day of *4/25* 2024, and
2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that *Mohammad Hossain* as *President*, and
as _____ of the above-referenced corporation are hereby authorized and directed to convey the corporation's interest in and use of the following described real estate in DeKalb County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$5,000.00:

See attached legal description

PARTIAL TAKE

Lucinda Avenue
City of DeKalb
County: DeKalb
Parcel: 0001
P.I.N.: 08-15-377-060
Owner: IQRA Moral Cartoon Inc.

That part of the southerly 80 feet of Lot 1 in Block 1 of Garden Place Addition to the City of DeKalb, being a subdivision of part of the East Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the plat thereof recorded November 26, 1907 in Book "D" of Plats, Page 26 as Document Number 39951, except that part taken for roadway purposes by Document Number 93001243, recorded January 28, 1993 in DeKalb County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the southwest corner of said Lot 1; thence South 89 degrees 51 minutes 41 seconds East, 34.53 feet along the south line thereof to the Point of Beginning; thence North 71 degrees 59 minutes 21 seconds East, 41.27 feet; thence North 36 degrees 00 minutes 13 seconds East, 45.08 feet to the east line of said Lot 1; thence South 00 degrees 18 minutes 59 seconds West, 23.39 feet along said east line to the northeast corner of that part taken for road per Document Number 93001243; thence South 57 degrees 08 minutes 09 seconds West, 31.10 feet along said right-of-way; thence continuing on said right-of-way South 70 degrees 12 minutes 59 seconds West, 26.59 feet to the south line of said Lot 1; thence North 89 degrees 51 minutes 41 seconds West, 14.47 feet along said south line to the Point of Beginning.

Said parcel contains 0.011 acre, more or less.

TEMPORARY EASEMENT

Lucinda Avenue
City of DeKalb
County: DeKalb
Parcel: 0001TE
P.I.N.: 08-15-377-060
Owner: IQRA Moral Cartoon Inc.

That part of the southerly 80 feet of Lot 1 in Block 1 of Garden Place Addition to the City of DeKalb, being a subdivision of part of the East Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the plat thereof recorded November 26, 1907 in Book "D" of Plats, Page 26 as Document Number 39951, except that part taken for roadway purposes by Document Number 93001243, recorded January 28, 1993 in DeKalb County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the southwest corner of said Lot 1; thence South 89 degrees 51 minutes 41 seconds East, 18.48 feet along the south line thereof to the Point of Beginning; thence North 71 degrees 59 minutes 21 seconds East, 49.32 feet; thence North 57 degrees 08 minutes 09 seconds East, 14.63 feet; thence North 36 degrees 00 minutes 13 seconds East, 38.49 feet to the east line of said Lot 1; thence South 00 degrees 18 minutes 59 seconds West, 5.14 feet along said east line; thence South 36 degrees 00 minutes 13 seconds West, 45.08 feet; thence South 71 degrees 59 minutes 21 seconds West, 41.27 feet to the south line of said Lot 1; thence North 89 degrees 51 minutes 41 seconds West, 16.05 feet along said south line to the Point of Beginning.

Said parcel contains 0.009 acre [401 square feet], more or less.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale and use.

Dated this 25th day of April, 2024

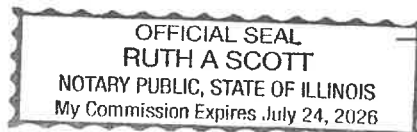
By: [Signature]
Signature

Mohammad Hossain
Print Name and Title

State of ILLINOIS)
County of DEKALB) ss
)

This instrument was acknowledged before me on April 25, 2024, by
Ruth A. Scott, as Executive Asst.
of City of DeKalb

(SEAL)



[Signature]

Notary Public

My Commission Expires: 7/24/26

~~Prepared by:~~
~~Edward Kalina, P.E.~~
~~Certified Negotiator~~
N/A per Z. G.

Prepared &
Return to:
City of DeKalb
164 E. Lincoln Hwy
DeKalb, IL 60115
ATTN: City Engineer



2024002938

**Illinois Department
of Transportation**

Owner Address
 Route Section
 County
 Project
 Job No.
 Parcel No.
 P.I.N. No.
 Station
 Station
 Catalog No.
 Contract No.

IQRA Moral Cartoon, Inc.
 401 Normal Road
 DeKalb, IL 60115
 Normal Road / Lucinda Avenue
 22-00200-00-PV
 DeKalb
 Normal Road and Lucinda Avenue Intersection Improvement
 C-93-019-24
 0001
 08-15-377-060
 118+85.72
 120+83.55

Do not write in this area.
County Recorder's Office use.

County

Date

Doc. No.

Vol.

Page

Recorded by

TASHA SIMS**RECORDER - DEKALB COUNTY, IL****RECORDED: 5/3/2024 08:50 AM****REC FEE: 55.00****PAGES: 4**

State of ILLINOIS)
) ss.
 County of DEKALB)

I, Mohammad Hossain, Owner

being first duly sworn upon oath states as follows:

- Affiant has personal knowledge of the facts averred herein.
- ☒ There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
- ☐ There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

- This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
- The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
- The said premises described in Exhibit "A" are: (Check One)

☐ Vacant and unimproved
☒ Improved and

☐ Agricultural and unimproved

 - There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 - To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

☐ **Individual.** Individual owner of the property is: _____

☒ **Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

☐ **Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

☐ **Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

NA ☒ **Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	EQRA Moral Cartoon, Inc.	401 Normal Road, DeKalb, IL
2.		60115
3.		
4.		

☐ **Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of interest
*1.			
2.			
3.			
4.			

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this 25th day of April, ~~2020~~ 2024

By: 
Signature
Mohammad Hossain
Print Name and Title if applicable

State of Illinois)
County of DeKalb) ss

This instrument was acknowledged before me on April 25, ~~2020~~ ²⁰²⁴, by
Ruth A. Scott

(SEAL)





Notary Public

My Commission Expires: 7/24/2026

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Prepared by and return to:

City of DeKalb
164 E. Lincoln Hwy
DeKalb, IL 60115

EXHIBIT "A"

ORIGINAL LEGAL DESCRIPTION

ALTA COMMITMENT FORM

THE SOUTHERLY 145 FEET OF LOT 2 IN BLOCK 1 OF GARDEN PLACE ADDITION TO THE CITY OF DEKALB ACCORDING TO THE PLAT THERE OF RECORDED IN BOOK "D" OF PLATS PAGE 26 ON NOVEMBER 26, 1907, SITUATED IN DEKALB COUNTY ILLINOIS EXCEPTING THAT PART FALLING IN FOUNTAIN VIEW SUBDIVISION RECORDED APRIL 4, 1977, AS DOCUMENT NUMBER 401160.

ALSO

THE SOUTHERLY 80 FEET OF LOT 1 IN BLOCK OF GARDEN PLACE ADDITION TO THE CITY OF DEKALB EXCEPT THAT PART TAKEN FOR ROAD ACCORDING TO THE PLAT THERE OF RECORDED IN BOOK D OF PLATS PAGE 26 ON NOVEMBER 26, 1907, SITUATED IN DEKALB COUNTY ILLINOIS.

PERMANENT TAX NUMBER(S): 08-15-377-060.



2024002939

Owner IQRA Moral Cartoon, Inc.
Address 401 Normal Road
DeKalb, IL 60115
Route Normal Road / Lucinda Avenue
County DeKalb
Job No. C-93-019-24
Parcel No. 0001
P.I.N. No. 08-15-377-060
Section 22-00200-00-PV
Project No.
Station 118+85.72
Station 120+83.55
Contract No.
Catalog No.

TASHA SIMS
RECORDER - DEKALB COUNTY, IL
RECORDED: 5/3/2024 08:50 AM
REC FEE: 55.00
PAGES: 4

WARRANTY DEED
(Corporation) (Non-Freeway)

IQRA Moral Cartoon, Inc. , a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Four Thousand and Four Hundred Dollars (\$4,400.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, grants, conveys, and warrants to the People of the City of DeKalb, (Grantee), the following described real estate:

See attached legal description.

situated in the County of DeKalb, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 25th day of April, 2024

IQRA Moral Cartoon
Corporation Name

By: [Signature]
Signature

ATTEST: [Signature] Mohammad Hssain
Print Name and Title

By: [Signature]
Signature

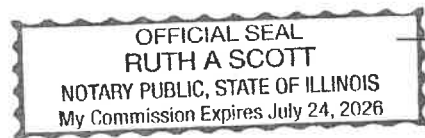
Ruth A. Scott, Executive Asst.
Print Name and Title

State of ILLINOIS)
County of DeKalb) ss

This instrument was acknowledged before me on April 25, 2024, by Ruth A. Scott, as Executive Asst.

And _____, as _____
Of City of DeKalb

(SEAL) [Signature]
Notary Public



My Commission Expires: 7/24/26

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

4-28-24
Date

[Signature]
Buyer, Seller or Representative

This instrument was prepared by and after Recording, mail this instrument and future tax bills to: the Grantee →

CITY OF DeKALB
164 E. Lincoln Hwy
DeKalb, IL 60115

PARTIAL TAKE

401 Normal Road
DeKalb, IL 60115

Lucinda Avenue
City of DeKalb
County: DeKalb
Parcel: 0001
P.I.N.: 08-15-377-060
Owner: IQRA Moral Cartoon Inc.

That part of the southerly 80 feet of Lot 1 in Block 1 of Garden Place Addition to the City of DeKalb, being a subdivision of part of the East Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the plat thereof recorded November 26, 1907 in Book "D" of Plats, Page 26 as Document Number 39951, except that part taken for roadway purposes by Document Number 93001243, recorded January 28, 1993 in DeKalb County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the southwest corner of said Lot 1; thence South 89 degrees 51 minutes 41 seconds East, 34.53 feet along the south line thereof to the Point of Beginning; thence North 71 degrees 59 minutes 21 seconds East, 41.27 feet; thence North 36 degrees 00 minutes 13 seconds East, 45.08 feet to the east line of said Lot 1; thence South 00 degrees 18 minutes 59 seconds West, 23.39 feet along said east line to the northeast corner of that part taken for road per Document Number 93001243; thence South 57 degrees 08 minutes 09 seconds West, 31.10 feet along said right-of-way; thence continuing on said right-of-way South 70 degrees 12 minutes 59 seconds West, 26.59 feet to the south line of said Lot 1; thence North 89 degrees 51 minutes 41 seconds West, 14.47 feet along said south line to the Point of Beginning.

Said parcel contains 0.011 acre, more or less.

TASHA SIMS
DEKALB COUNTY RECORDER
PLAT ACT AFFIDAVIT

State of Illinois

} ss

County of DeKalb

Zachary Gill, being duly sworn on oath, states that ___he resides at
827 Lewis Street DeKalb, IL 60115

And further states that: *(please check the appropriate box)*

A. ☐ That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or

B. ☒ That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: *(please circle the appropriate number)*

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances.
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale is of a single lot of less than 5 acres from a larger tract, and a survey has been made by an Illinois Registered Land Surveyor, and the sale is not a sale of any subsequent lot or lots from the same larger tract of land as determined by the dimensions and configuration of the larger tract on October 01, 1973; and further, local requirements applicable to the subdivision of land have been met.

Affiant further states that ___he makes this affidavit for the purpose of inducing the Recorder of DeKalb County, Illinois, to accept the attached deed for recording.


Signature of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 2nd DAY OF May, 2024


Signature of Notary Public



Revised 12/01/2022



2024002940

Owner IQRA Moral Cartoon, Inc.
Address 401 Normal Road
DeKalb, IL 60115
Route Normal Road / Lucinda Avenue
County DeKalb
Job No. C-93-019-24
Parcel No. 0001
P.I.N. No. 08-15-377-060
Section 22-00200-00-PV
Project No.
Station 118+85.72
Station 120+83.55
Contract No.
Catalog No.

TASHA SIMS
RECORDER - DEKALB COUNTY, IL
RECORDED: 5/3/2024 08:50 AM

REC FEE: 55.00
PAGES: 3

TEMPORARY CONSTRUCTION EASEMENT
(Corporation)

IQRA Moral Cartoon, Inc. , a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Six Hundred Dollars (\$ 600.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, grants, conveys, and warrants to the People of the City of DeKalb, (Grantee), a temporary construction easement for the purpose of Highway construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of DeKalb, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate Five [5] years from the execution of this document, or on the completion of the proposed project, whichever is sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantors use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantors.

Dated this 25th day of April, 2024

IGRA Moral Cartoon
Corporation Name

By: Shahid
Signature

ATTEST:

By: [Signature]
Signature

Mohammad Hossain
Print Name and Title

Ruth A. Scott
Print Name and Title

State of ILLINOIS)
County of DEKALB) ss
)

This instrument was acknowledged before me on April 25, 2024, by
Ruth A. Scott, as Executive Assistant
And _____, as _____
of City of DeKalb

(SEAL)



[Signature]
Notary Public

My Commission Expires: 7/24/26

This instrument was prepared by and after
Recording return to:

CITY OF DeKALB
164 E. Lincoln Hwy
DeKalb, IL 60115

TEMPORARY EASEMENT

Lucinda Avenue
City of DeKalb
County: DeKalb
Parcel: 0001TE
P.I.N.: 08-15-377-060
Owner: IQRA Moral Cartoon Inc.

That part of the southerly 80 feet of Lot 1 in Block 1 of Garden Place Addition to the City of DeKalb, being a subdivision of part of the East Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the plat thereof recorded November 26, 1907 in Book "D" of Plats, Page 26 as Document Number 39951, except that part taken for roadway purposes by Document Number 93001243, recorded January 28, 1993 in DeKalb County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the southwest corner of said Lot 1; thence South 89 degrees 51 minutes 41 seconds East, 18.48 feet along the south line thereof to the Point of Beginning; thence North 71 degrees 59 minutes 21 seconds East, 49.32 feet; thence North 57 degrees 08 minutes 09 seconds East, 14.63 feet; thence North 36 degrees 00 minutes 13 seconds East, 38.49 feet to the east line of said Lot 1; thence South 00 degrees 18 minutes 59 seconds West, 5.14 feet along said east line; thence South 36 degrees 00 minutes 13 seconds West, 45.08 feet; thence South 71 degrees 59 minutes 21 seconds West, 41.27 feet to the south line of said Lot 1; thence North 89 degrees 51 minutes 41 seconds West, 16.05 feet along said south line to the Point of Beginning.

Said parcel contains 0.009 acre [401 square feet], more or less.