RESOLUTION 2017-049  PASSED: MARCH 27, 2017

AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH HAMPTON, LENZINI, AND RENWICK, INC. FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE KISHWAUKEE-KIWANIS MULTI-USE PATH PROJECT FOR AN ESTIMATED AMOUNT OF $115,894.50, NOT TO EXCEED THE AMOUNT OF $120,000

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

Section 1: That the Mayor of the City of DeKalb be authorized and directed to execute an Engineering Services Agreement with Hampton, Lenzini, and Renwick, Inc. for construction engineering services for the Kishwaukee-Kiwanis Bike Path in the estimated amount of $115,894.50. However, the Council recognizes that during the course of the project, additional design or construction inspection needs may be identified. Accordingly, the Council authorizes and directs the City Manager or designee thereof to implement this agreement, and authorizes the approval of additional contract expenses, not to exceed $120,000 as a component of this approval. Such services shall be provided in accordance with the scope of work within the agreement at the hourly rates included therein.

Section 2: That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of March, 2017, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre. Rey.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
March 7, 2017

Mr. John Laskowski
City of DeKalb
200 South Fourth Street
DeKalb, Illinois 60115

RE: Kishwaukee-Kiwanis Bike Path: Phase III Construction Engineering Agreement

Dear Mr. Laskowski:

Thank you again for selecting HLR to provide construction engineering services for the subject improvements. Enclosed are three executed copies of IDOT’s BLR 05512 agreement for use of MFT Funds for construction engineering services.

I also emailed a scanned copy of the signed agreement your attention on March 7, 2017. If you have any questions or issues with the executed copies or agreement, please contact me at 847-697-6700 or srodseth@hlreng.com.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By:

Scott Rodseth, PE
Construction Engineering Manager

Enclosures
May 31, 2017

Ms. Sue Herrmann, City Clerk
City of DeKalb
200 S. Fourth St.
DeKalb, IL 60115

ITEP
City of DeKalb
Section No. 13-00182-00-BT
Engineering Agreement

Dear Ms. Herrmann:

The agreement dated March 27, 2017 between the City of DeKalb and Hampton, Lenzini, & Renwick, Inc. for engineering services to be performed in connection with this section was approved by the department on May 31, 2017.

The costs for engineering services are permitted for Motor Fuel Tax funds and will be authorized upon receipt of a Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 09150).

The city’s file copy of the agreement is attached.

Sincerely,

Kevin Marchek, P.E.
Region Two Engineer

[Signature]

By: Donald R. Ermat, P.E.
Local Roads and Streets Engineer

Enclosure

cc: Hampton, Lenzini, & Renwick, Inc. (Elgin)
Compliance Review
Municipality
City of DeKalb

LOCAL AGENCY

Illinois Department of Transportation

CONSULTANT
Hampton, Lenzini and Renwick, Inc.
Contact: Scott Rodseth, PE

Address
380 Shepard Drive

City
Elgin

State
IL

Preliminary/Construction Engineering Services Agreement
For Motor Fuel Tax Funds

THIS AGREEMENT is made and entered into this 21st day of March 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

Regional Engineer
Deputy Director Division of Highways, Regional Engineer, Department of Transportation

Resident Construction Supervisor
Authorized representative of the LA in immediate charge of the engineering details of the PROJECT

Contractor
Company or Companies to which the construction contract was awarded

Section Description

Name Kishwaukee River Trail Route Length 0.397 miles Structure No. 

Termini IL Route 38 (north limit) to Prairie Park (south limit)

Description
Kishwaukee Kiwanis Multi-Use Trail: The proposed improvement consists of constructing a multi-use trail along the west/north side of the Kishwaukee River to connect with the existing path system. This work includes construction of a 10-foot-wide bike path of HMA and PCC pavements with 2-foot aggregate shoulders, storm sewer construction of culvert crossings, trench backfill, grading and shaping of ditches, topsoil, seeding, structural railroad protective cover, tree removal, and other appurtenant items.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

   a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.

f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE: Four copies to be submitted to the Regional Engineer

g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. Furnish or cause to be furnished:

(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.

(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.

(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.

(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.

(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. Furnish or cause to be furnished

(1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)

a. Continuous observation of the work and the contractor’s operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.

b. Establishment and setting of lines and grades.

c. Maintain a daily record of the contractor’s activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.

e. Revision of contract drawings to reflect as built conditions.

f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER’s assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.

3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.

4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.

5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a. ☐ A sum of money equal to _______ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

   
   
   
<table>
<thead>
<tr>
<th>Awarded Cost</th>
<th>Percentage Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $50,000</td>
<td>(see note)</td>
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   Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. “Cost to ENGINEER” to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.
<table>
<thead>
<tr>
<th>Grade Classification of Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$144.00</td>
</tr>
<tr>
<td>Resident Construction Supervisor</td>
<td>$124.00</td>
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<tr>
<td>Chief of Party</td>
<td>$118.00</td>
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<tr>
<td>Instrument Man</td>
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<tr>
<td>Rodmen</td>
<td></td>
</tr>
<tr>
<td>Inspectors</td>
<td></td>
</tr>
<tr>
<td>Structural Engineer I</td>
<td>$123.00</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$82.00</td>
</tr>
</tbody>
</table>

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2017. In event the services of the ENGINEER extend beyond 12/31/17, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
   c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
   d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 0% percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 0% percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the
ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

[Signature]

City of Dekalb
(Municipality/Township/County)

State of Illinois. acting by and through its

By

[Seal]

Executed by the ENGINEER:

[Signature]

Hampton, Lenzini and Renwick, Inc.
Executive Vice President

Title:

Approved

5/3/17

Department of Transportation

[Signature]

Regional Engineer
# City of DeKalb
## Detailed Cost Breakdown for Kishwaukee Bike Path

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Employee Classification</th>
<th>Direct Cost</th>
<th>Hours</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 Pre-Construction Services</td>
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<tr>
<td>Public Relations/Coordination</td>
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<td>Centerline and Construction Limit Layout for Tree Downing Confirmation</td>
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<td>2.0 Construction Services</td>
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<tr>
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<td>Documentation</td>
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<td>$7,902.50</td>
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<td>3.0 Post-Construction Services</td>
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<td>Final Inspection</td>
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<td>$1,992.00</td>
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<td>As-Built Drawings</td>
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<td>Final Agreement to Quantities</td>
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<td>Documentation Closeout</td>
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<td>4</td>
<td>$8,016.00</td>
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<td>4.0 Project Administration &amp; QA/QC</td>
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<tr>
<td>Project Administration</td>
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<td>$1,140.00</td>
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<td>Quality Assurance Reviews</td>
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<td>8</td>
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<td>Shop Drawing Reviews</td>
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<td>4</td>
<td>$1,180.00</td>
<td></td>
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</tbody>
</table>

Sub-Total: 0 40 780 0 8 8 8 8 0 16 0 0 0 0 0 0 0 $7,902.50 868 $115,894.50

**TOTAL COSTS** $115,894.50

3/7/2017
February 14, 2017

To: Scott Rodseth, P.E.  
Hampton Lenzini and Renwick Inc.  
380 Shepard Drive  
Elgin, IL 60123  
P. 847.697.6700  
Via email: srodseth@hireng.com

Re: Quality Assurance Testing Services  
Kishwaukee Bike Path  
DeKalb, IL  
Rubino Proposal # Q17.073

Dear Mr. Rodseth,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services on various transportation related projects in DeKalb, IL.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on February 13, 2017 and the following outlines our understanding of the requested scope of services:

Project Name and Description

PROPOSED TRAIL PLANS

CITY OF DEKALB
SECTION 13-00182-06-BT
PROJECT TEO003 (089)
KISHWAUKEE KIWANIS MULTI-USE TRAIL
DEKALB COUNTY
C-03-048-13

General Scope of Services

- Field testing of on-site and borrow soil material – compaction by nuclear method
- Laboratory testing of on-site and borrow material – Standard Proctor ASTM D698
- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition
- QA Core Density Testing

Extras

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

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

Based on your email on February 13th, the following summarizes our estimate for testing and is subject to change based on final scheduling:
<table>
<thead>
<tr>
<th>Material</th>
<th>Estimated Number of trips</th>
<th>Half / Full Day *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earthwork Testing</td>
<td>2</td>
<td>Half (4 hours)</td>
</tr>
<tr>
<td>PCC Testing</td>
<td>3</td>
<td>Half (4 hours)</td>
</tr>
<tr>
<td>HMA Testing</td>
<td>4</td>
<td>Half (4 hours)</td>
</tr>
</tbody>
</table>

*Portal to Portal*

**FEES**

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

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

**PROJECT SCHEDULING**

Please contact Tim Dunne via email or on his cell phone to schedule testing services:

847-343-0749

tim.dunne@rubinoeng.com (copy sheri.kosmos@rubinoeng.com)
CLOSING

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

Respectfully submitted,

RUBINO ENGINEERING, INC.

Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com
AUTHORIZATION AND PROPOSAL ACCEPTANCE

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

AGREED TO, THIS _________ DAY OF ___________________, 20__.

BY (please print):__________________________________________

TITLE:____________________________________________________

COMPANY:________________________________________________

SIGNATURE:______________________________________________

PROJECT INFORMATION:

1. Project Name:______________________________________________

2. Project Location:__________________________________________

3. Your Job No.:______________________Purchase Order No.:______________________

4. Project Manager:__________________________________________

5. Site Contact:______________________________________________

6. Number and Distribution of Reports:
   ( ) Copies To:______________________________________________
       ( ) Copies To:______________________________________________
       Attn:_____________________________________________________
       Email:___________________________________________________

   IDOT Section No.:__________________________________________
   IDOT Route No.:____________________________________________
   IDOT Job No.:______________________________________________
   City:______________________________________________________
   QC Plan(s) Attached: ☐

   IDOT Contract No.:________________________________________
   County:____________________________________________________

7. Invoicing Address:__________________________________________

       Attn:____________________________________________________
       Email:___________________________________________________

8. Other Pertinent Information Or Previous Subsurface Information Available:

       _________________________________________________________
Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through March 1, 2018 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

- Compression testing of concrete, mortar and grout specimens by ASTM procedures
  Per Cylinder $ 17.00
- Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4)
  (Does not include vehicle charge)
  Per hour $ 91.00
- Density relationship of soils
  ASTM D698 - AASHTO T99 (Standard Proctor)
  Each $ 195.00
  ASTM D1557 - AASHTO T180 (Modified Proctor)
  Each $ 215.00
- Asphalt
  Maximum Theoretical Specific Gravity
  Each $ 115.00
  Bulk Specific Gravity
  Each $ 95.00
  Ignition Oven Test / Reflux Extraction + Sieve Analysis
  Each $ 126.00
  Core Densities
  Each $ 40.00
- Sieve Analysis (Washed)
  Each $ 85.00
- Sample preparation for the above tests
  Each $ 40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour $ 93.00
Per Hour Overtime (before 8am, after 5pm and Saturdays) $ 139.50
Per Hour Overtime Sundays and Holidays $ 176.70

MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour $ 97.00
Per Hour Overtime (before 8am, after 5pm and Saturdays) $ 145.50
Per Hour Overtime Sundays and Holidays $ 184.30

MATERIAL TESTER - 2 - Field inspection of welds and structural steel

Per Hour $ 110.00
Per Hour Overtime (before 8am, after 5pm and Saturdays) $ 154.00
Per Hour Overtime Sundays and Holidays $ 209.00

EQUIPMENT CHARGES

- Vehicle Charge - Round Trip
  Per Day $ 65.00
- Nuclear Density Gage
  Per Day $ 40.00
- Windsor Probe (Probe Charge is per set of 3)
  Per Set $ 65.00
- Steel Testing Equipment Charge
  Per Day $ 200.00
- Floor Flatness Equipment
  Per Day $ 95.00
- Prime Coat Test Kit (Per set of 3)
  Each $ 50.00
- DCP Equipment
  Per Day $ 20.00
- GPR Meter Rental
  Per Day $ 250.00

CORING SERVICES

- P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment
  Per Hour $ 225.00
- Diamond Bit Charge, per inch diameter, per inch depth
  Per Inch $ 3.25

ENGINEERING SERVICES

- Principal Engineer
  Per Hour $ 185.00
- Project Engineer/Manager
  Per Hour $ 125.00
- Administrative Assistant
  Per Hour $ 65.00
- Report Review
  Each $ 50.00
REMARKS
1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter.
3) Overtime rates are applicable for services performed in excess of 8 hours per day portal to portal, Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
4) All rates are billed on a portal-to-portal basis.
5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
6) Transportation and per diem are charged at the applicable rates per trip.
  Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
8) A minimum charge of 4 hours applies to field testing and observation services.
9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
11) The minimum billing increment for time is a half hour.
12) A project set-up charge of a minimum of two hours applies to all projects.
13) Professional Services rates are exclusive of expert deposition or testimony time.
14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
17) Services and fees not listed on this schedule may be quoted on request.
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 geographical, 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 be subject to the 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. Client represents and warrants that the nature and scope 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 proposal, Client's acceptance thereof and these General Conditions. The order for services, proposal, acceptance of services, Independent Contractor 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 proposal, Client's acceptance thereof 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, its officers, employees and agents unless Client shall have actually paid the expenses of any claim, suit, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that such claims, suits and inspections are not performed or Rubino Engineering, Inc.'s recommendations are not followed except to the extent that such failure is in whole or in part 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 these General Conditions are to be delayed or modified in any manner by reason of circumstances beyond the control of Rubino Engineering, Inc., Rubino Engineering, Inc. is not included in its fee the cost of restoration of damage which may occur. If Client desires or requests 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.

4. ACCESS TO SITE: Client will arrange and provide access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall make reasonable arrangements and accommodations to minimize damage to the site and any improvements located thereon as the result of services or the use of its equipment. Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requests 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 provide services hereunder, and Client shall assume full responsibility for locating all such 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 and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with in the scope of Rubino Engineering, Inc.'s performance of work and responsibilities related to the location, 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 its subcontractors or sub consultants.

6. RESPONSIBILITY: Rubino Engineering, Inc. shall not be liable for 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 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 will be invoiced 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 involved 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, if any, allowable by law), until the 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 mechanical 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 of execution of this proposal, Client's acceptance thereof, and these General Conditions. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON RUBINO ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

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, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY REPORTS AND RESULTS 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 RUBINO ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. NO WARRANTY: NO WARRANTY WHETHER IN TREATY, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC. ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.壽 WORK, MORE THAN TWO (2) YEARS AFTER THE COMPLETION 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 attorney's 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 their negligence.

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, counterclains, disputes and other matters in question through direct negotiation and good faith representations. 2) If such negotiations are not fully successful in resolving all and any remaining unsettled claims, counterclains, disputes and other matters in question to mediation in accordance with the Construction Industry Dispute Resolution Act of the United States Arbitration Board, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc. shall not be required to retain an expert witness except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s reasonable costs, administrative and costs 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. retaining 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, 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 or 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. Page 7 of 7
Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Mr. Anthony Quigley, PE  
Regional Engineer  
Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

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

3/30/2017  
Date  

Scott Rodseth, PE  
Applicants Name (Type or Print)

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

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 15-0705.

Registration: Professional Engineer, Illinois, #062-063857, 2011

Education: B.S., Civil Engineering, Valparaiso University, Valparaiso, IN, 2007

Experience: Scott leads HLR's Construction Engineering efforts with 9 years of engineering experience focusing on neighborhood construction, roadway and multi-use path resurfacing, ADA/PROWAG compliance, and infrastructure construction. His responsibilities include managing the Phase III team, resident engineering services, and communication/coordination with clients, contractors, and local agencies throughout the construction process. Below is a list of local agency projects where IDOT/ICORS documentation was required that he has been associated with:

1. Dauberman Road over Welch Creek - Kane County Division of Transportation (Project Manager)
2. U.S. 14 and Wilke Road Intersection - Village of Arlington Heights (Project Manager)
3. Centralized Traffic Management System - City of Naperville (Project Manager)
4. Country Club Multi-Use Path and Pedestrian Bridge - City of Crystal Lake (Project Manager)

3/3/2017  
Date  

Construction Engineering Manager  
Job Title of Applicant

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

Approved  
6/6/17  
Date  

Regional Engineer

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

Printed 3/3/2017  
Page 1 of 2  
BC 775 (Rev. 06/16/16)
23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.
I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Don Ryba, PE
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

**For Consultants Employees:** Documentation of Contract Quantities certificate number is 14-0383.

Registration: Professional Engineer, Illinois, #062-056769, 2003

Education: B.S., Civil Engineering, Illinois Institute of Technology, Chicago, IL, 1996
B.S., Industrial Technology, Concentration in Construction Management, Illinois State University, Normal, IL 1990

Experience: Don has over 26 years of experience and has provided resident engineering services on several infrastructure and bridge projects. He has been responsible for administration, coordination, and inspection of various types of construction improvements. He is responsible for ensuring specification compliance and the timely completion of all project-related documentation. Don is also experienced with ICORS. Below is a list of local agency projects where IDOT/ICORS documentation was required that he has been associated with:

1. U.S. 14 and Wilke Road Intersection - Village of Arlington Heights (Resident Engineer)
2. Centralized Traffic Management System - City of Naperville (Resident Engineer)
3. Central Signal System - DuPage County Division of Transportation (Resident Engineer)
4. Schmale Road Traffic Signal Interconnect - DuPage County Division of Transportation (Resident Engineer)
5. Lemont/Naperville Signal Interconnect - DuPage County Division of Transportation (Resident Engineer)

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved 3/30/2017

John Q. Public
Signature and Title of Responsible Charge from BC-775

Printed 3/3/2017
23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

A consultant may be utilized for periodic examination and consultation or for full-time technical inspection of construction. However, the prime responsibility for general supervision of the construction must remain with the state. The state (or county or municipality under agreement with the state) cannot be relieved of its responsibility to ensure that the work is performed in accordance with the approved project plans, specifications and estimate.

Therefore, the Department of Transportation requires the local public agency to submit the qualifications of all personnel who will be assigned to construction layout and inspection duties on each Federal-Aid project which will be constructed under the supervision of the county, municipality or other local public agency. This form will be approved by the resident construction supervisor. If the resident construction supervisor is a consultant, this form will also be approved by the local public agency employee in responsible charge.

If a consultant is named on this form, the approved form will be included as an attachment to the construction engineering consultant agreement.

The approved form will be submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This form should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.