

November 18, 2021

Bill McKenna, P.E.
Village Engineer
Village of Oak Park
201 South Boulevard
Oak Park, IL 60302

**Re: Village of Oak Park
2022 Roadway Resurfacing Improvements**

Dear Mr. McKenna:

Hancock Engineering is pleased to submit our proposal for providing professional engineering services to the Village of Oak Park for the **2022 Roadway Resurfacing Improvements**

Project Understanding

We understand that the Village of Oak Park is seeking a proposal for engineering services to:

- Perform necessary topo and investigative field work to enable the design of the 2022 program
- Create a set of final plans, specifications, and bidding documents to procure Contractor Bids to complete the work
- Update and obtain IEPA and MWRD permits as necessary
- Provide Bid Engineering including the review of obtained Bids and submitted paperwork in regard to DBE/MBE Requirements as required by DCEO grant
- Construction Engineering Services

We understand that the following locations will be included in the 2022 Street Program:

Street	From	To	Total Cost
Euclid	Chicago Ave	Augusta	\$ 131,000.00
East Ave	Chicago Ave	Iowa	\$ 68,000.00
Maple	Erie	Chicago Ave	\$ 122,000.00
Superior	Ridgeland	Harvey	\$ 80,000.00
Ontario	Scoville	Elmwood	\$ 50,000.00
Pleasant	Kenilworth	Oak Park Ave	\$ 96,000.00
Maple	Roosevelt	Lexington	\$ 174,000.00
Lombard	Pleasant	South Blvd	\$ 35,000.00
Pleasant	Lombard	Humphrey	\$ 146,000.00
South Blvd	Euclid	East Ave	\$ 205,000.00
Taylor	Madison	Washington	\$ 102,000.00
Taylor	Erie	Chicago Ave	\$ 146,000.00
Garfield	Harlem	Home & Wenonah	\$ 243,000.00
Maple	Harrison	Jackson	\$ 101,000.00
Kenilworth	Augusta	Thomas	\$ 109,000.00
Elmwood	Madison	Washington	\$ 78,000.00
Linden	Thomas	Division	\$ 101,000.00

We understand the total expected construction cost of this project to be approximately \$2,000,000.

We acknowledge that the project will utilize CDBG funds and State DCEO funds. We also understand that the majority of the project is related to roadway work, but that there is also some water work on Pleasant and Garfield at Maple, resulting in the need for an IEPA permit.

We understand that the majority of these streets will have “spot repairs” done to the existing curb and gutter, however Pleasant is expected to receive full curb replacement.

Project Approach

We have been fortunate enough to work with the Village of Oak Park on their Capital Improvement projects for the past seven years. These projects have provided us an opportunity to become accustomed with the expectations of the Village and the residents of Oak Park. Like most Villages, the Public Works staff at the Village of Oak Park is very busy. We understand that the Village is fully capable of providing the services outlined in this RFP and have done so in the past. However, it is also understood that the staff at PW is assigned a litany of other important tasks that they are expected to complete each day. To this end, **we plan to make a concerted effort to eliminate any undue burden on staff** concerning this project throughout the entire construction process.

The Village will be invited to be as involved as much as their schedule permits and as they desire, but we will be staffed to operate as a fully-functional independent unit, without the need to involve Village staff with every minute issue that is brought up by the Contractor. Our proposed project team has completed significant work in Oak Park over the past few years and we believe we have a very good grasp on the expectations of the Village allowing us to competently act on behalf of Public Works.

Project Schedule

Hancock Engineering anticipates beginning design for this project in December to allow for the following schedule:

<u>Engineering Task</u>	<u>Project Completion Date</u>
Receive Award of Contract	December 6, 2021 (Assumed)
Kick-Off Meeting with Village	December 10, 2021
Complete Topographic Survey	January 15, 2022
Complete Spot Curb Selection	January 31, 2022
Submit Preliminary Design to Village for Review	February 15, 2022
Submit all Permits	February 28, 2022
Complete Final Design	March 15, 2022
Advertise Bid	April 1, 2022
Bid Opening	May 15, 2022
Award Construction Contract	June 2, 2022
Commence Construction	June 25, 2022
Complete Construction	September 25, 2022
Close Project	October 30, 2022

Project Cost

Upon award of this Contract, Hancock Engineering will provide the Village of Oak Park with design and construction services to complete these alley improvements. The following is a break-down of expected Man-Hours for the various tasks needed to complete this project:

	<u>Hours</u>		
	<u>Chris Baker</u>	<u>Eric Windsor</u>	<u>Engineer II</u>
<u>Design Services</u>			
Coordination and Meetings	8	8	0
Topographic Survey	4	10	100
Utility Coordination	4	0	12
Preparation of Base Sheets	2	68	8
Permits	8	0	32
Preparation of Contract Documents	38	129	236
Submittal of Final Documents	84	22	40
Bid Engineering	16	4	0
Total Phase Hours:	164	241	428
Total Individual Cost:	\$ 23,652.00	\$ 29,375.00	\$ 46,224.00
Total Hancock Cost:	\$ 99,251.00		
Pavement Cores and CCDD Testing:	\$ 24,749.00		
Total Design Costs:	\$ 124,000.00		
<u>Construction Services</u>			
Pre-Construction Activities	16	16	0
Layout of Spot Curb and Removals	4	20	4
Construction Observation (13 Weeks)	66	218	504
Parking Coordination	16	8	4
Pay Estimates and Documentation	40	16	16
Construction Close-Out	10	20	40
Total Phase Hours:	152	298	568
Total Individual Cost:	\$ 20,700.00	\$ 35,070.00	\$ 63,940.00
Total Hancock Cost:	\$ 119,710.00		
QA Material Testing:	\$ 7,400.00		
Total Construction Engineering Costs:	\$ 127,110.00		

In summary, Hancock Engineering will provide the services detailed above for the following fee breakdown:

<u>Engineering Phase</u>	<u>Hancock Cost</u>	<u>Sub-Consultant Cost</u>	<u>Lump Sum Fee</u>
2022 Design Services	\$99,251.00	\$24,749.00	\$124,000.00
2022 Construction Engineering	\$119,710.00	\$7,400.00	\$127,110.00
Total Engineering Cost	\$218,961.00	\$32,149.00	\$251,110.00

November 18, 2021

Village of Oak Park
2022 Roadway Resurfacing Improvements

We appreciate the opportunity to provide this proposal to the Village of Oak Park for the 2022 Roadway Resurfacing project.

If you should have any questions, please feel free to call myself or Chris Baker.

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.

A handwritten signature in cursive script, reading "Derek Treichel", is written over a horizontal line.

Derek Treichel, P.E.
President

Enclosures

Hourly Rates

PERSONNEL CLASSIFICATION	(Team Members)	2021 BILLING RATE
ENGINEER –VI	(Baker)	\$ 146.00
ENGINEER -V		\$ 136.00
ENGINEER -IV		\$ 126.00
ENGINEER -III		\$ 121.00
ENGINEER -II	(Supplemental)	\$ 108.00
ENGINEER -I		\$ 96.00
CADD MANAGER		\$ 121.00
CADD TECHNICIAN -II		\$ 111.00
CADD TECHNICIAN -I		\$ 101.00
ENGINEERING TECHNICIAN – V	(Windsor)	\$ 126.00
ENGINEERING TECHNICIAN – IV		\$ 116.00
ENGINEERING TECHNICIAN – III		\$ 86.00
ENGINEERING TECHNICIAN – II		\$ 68.00
ENGINEERING TECHNICIAN – I		\$ 43.00
ADMINISTRATIVE ASSISTANT		\$ 68.00

*All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. **Hancock Engineering has no hidden fees.***

Note: The Schedule of Hourly Rates are subject to change annually as of March 1st. The most current Schedule of Hourly Rates will be in effect at the date of service.



PROPOSAL - PAVEMENT CORES + CCDD

November 22, 2021

To: Chris Baker, P.E.
Vice President
Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, Illinois 60154
P: 708.865.0300

Re: Proposal – Pavement Cores + CCDD
Oak Park 2022 Paving Project

Proposal No. Q21.586g

Via email: cbaker@ehancock.com

Dear Mr. Baker,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide coring services for the above referenced project. Rubino received a request for proposal from Chris Baker of Edwin Hancock Engineering Co. via email on November 18, 2021.

PROJECT UNDERSTANDING

Rubino understands that Edwin Hancock Engineering Co. is planning to help make improvements to the following streets:

Street	From	To
Euclid	Chicago Ave	Augusta
East Ave	Chicago Ave	Iowa
Maple	Erie	Chicago Ave
Superior	Ridgeland	Harvey
Ontario	Scoville	Elmwood
Pleasant	Kenilworth	Oak Park Ave
Maple	Roosevelt	Lexington
Lombard	Pleasant	South Blvd
Pleasant	Lombard	Humphrey
South Blvd	Euclid	East Ave
Taylor	Madison	Washington
Taylor	Erie	Chicago Ave
Garfield	Harlem	Home & Wenonah
Maple	Harrison	Jackson
Kenilworth	Augusta	Thomas
Elmwood	Madison	Washington
Linden	Thomas	Division

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

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 pavement coring on 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.

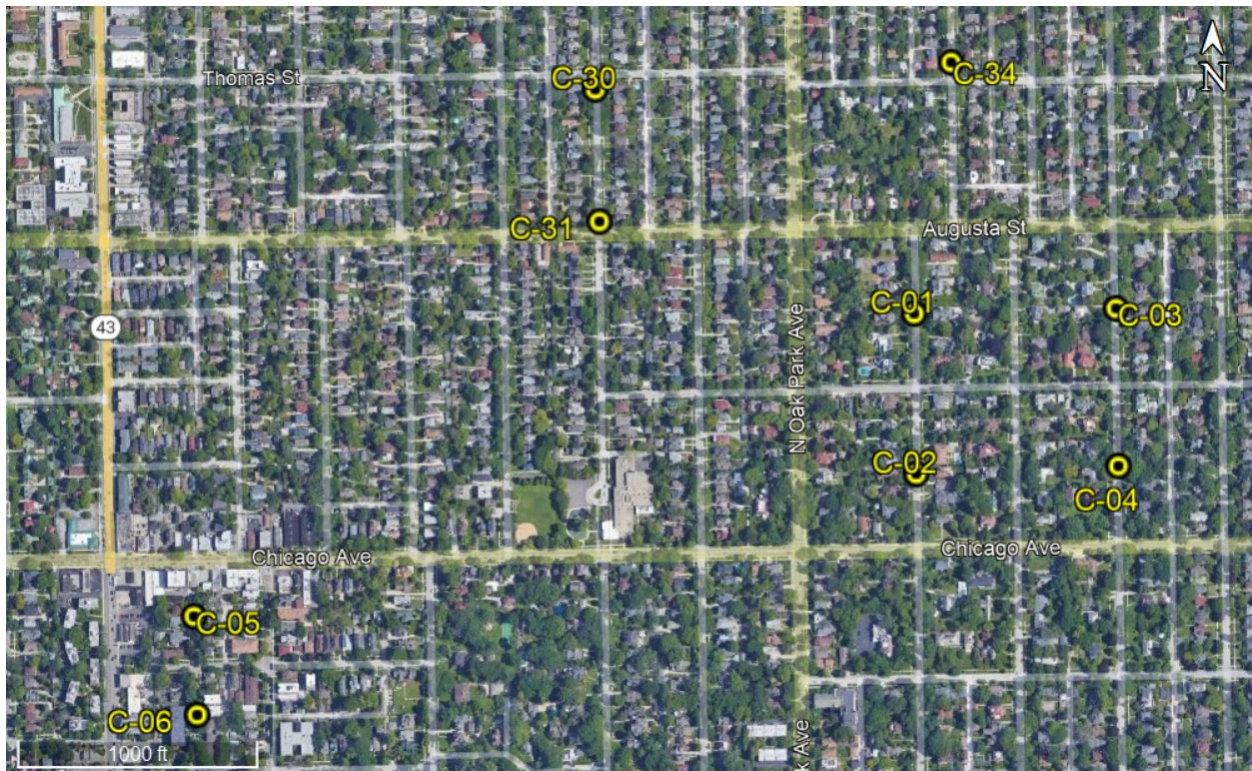
Site Access and Traffic Control

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the proposed core locations will be within existing paved areas and will therefore be accessible to a pickup truck.

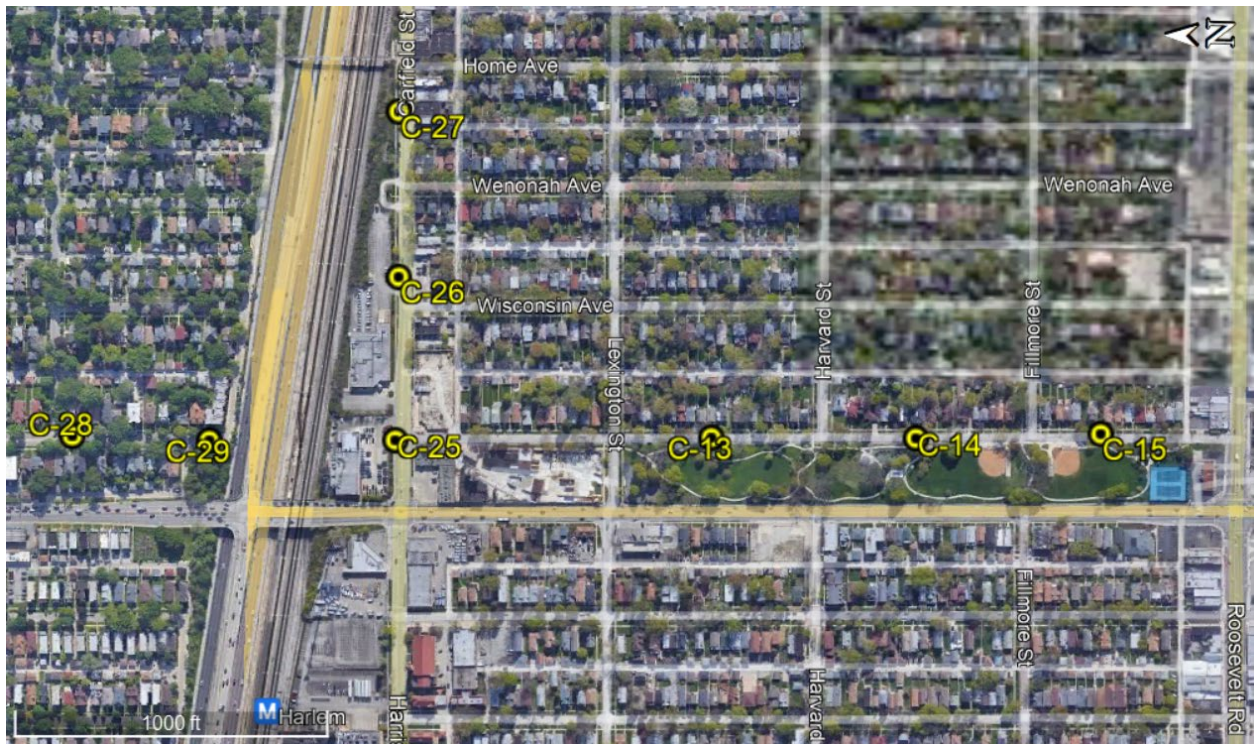
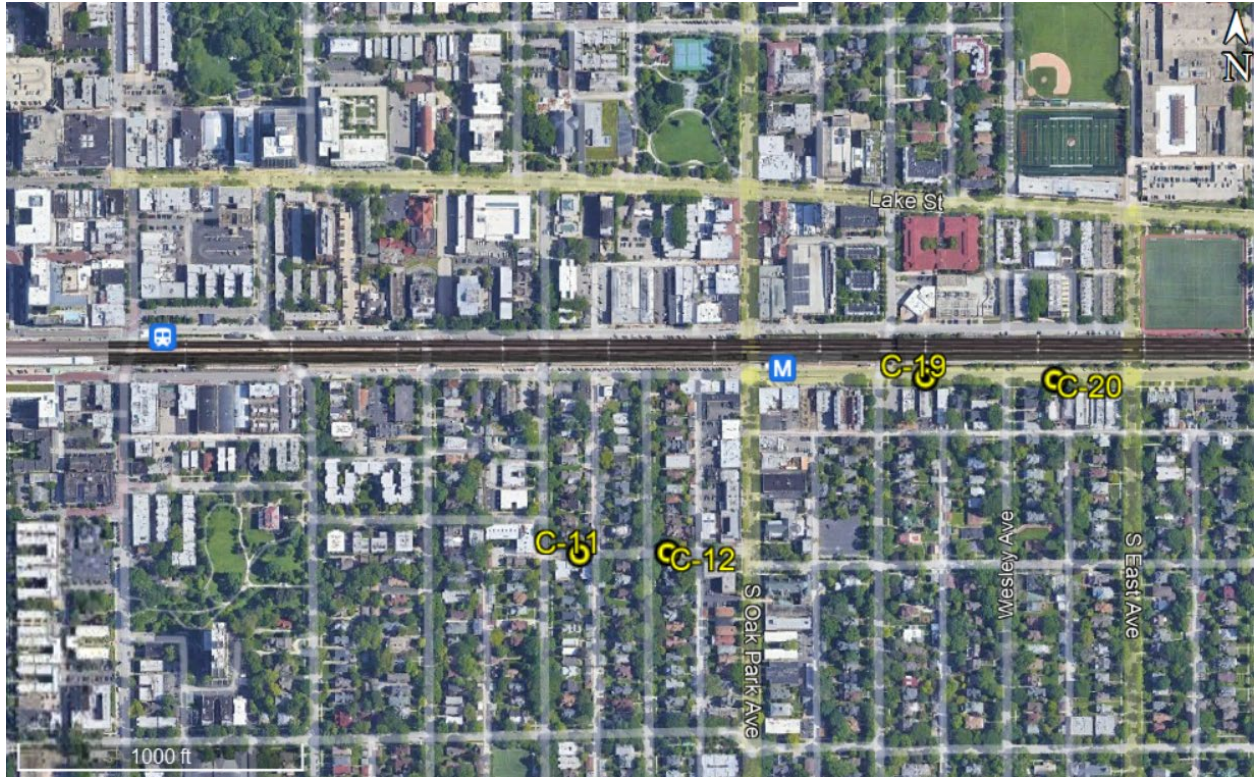
Traffic control will consist of cones and approach signage. Flaggers are not anticipated for this project but can be provided for an additional fee. An attenuator truck is anticipated to be needed for the cores and CCDD Testing along Garfield Street.

Core Locations

Rubino will locate the cores in the field by measuring distances from known, fixed site features.







Pavement Coring

To obtain data to evaluate subsurface conditions within the proposed pavement reconstruction areas, Rubino proposes to perform the pavement core with a Milwaukee Drill and a two-foot diamond-bit core barrel in the pavement core locations.

NUMBER OF CORES W/SUBBASE THICKNESS DETERMINATION	MAX DEPTH	LOCATION
34	2 feet below pavement surface	Various Street in Oak Park. See Boring Location Plans.

*BEG = below existing grade

Completion of Cores

Upon completion of sampling, the cores will be backfilled and capped with asphalt cold patch. Some damage to ground surface may result from the coring operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the core holes are included.

It should be noted that over time, some settlement may occur in the core hole or the patch may be damaged by traffic or snow plows. If Rubino is requested to return to the site for the purpose of filling any holes that may have settled, additional time and material charges may apply.

CCDD TESTING – LPC 662 ONLY

Rubino will obtain a “Potential Impacted Property” (PIP) evaluation of the area near the proposed roadway improvements.

If the PIP evaluation indicates no further testing is needed for form LPC-662, Rubino will composite soil samples from each borehole for soil analytical testing in general compliance with the IEPA CCDD requirements.

- PIP Evaluation (Historical & Regulatory)
- Soil Analytical Tests:
 - pH (8 total tests)
- P.E. Certification (LPC #662)
- *LPC-662 CCDD Certification, as applicable*

CCDD 662 SAMPLE LOCATIONS		
• Euclid Avenue	• East Avenue	• Superior Street
• Pleasant Street	• Taylor Ave	• Maple Street
• Kenilworth Avenue	• Linden Avenue	

CCDD TESTING – LPC 663 ONLY

Rubino has obtained a “Potential Impacted Property” (PIP) evaluation of the area near the proposed roadway improvements.

The PIP evaluation indicates further testing is needed for form LPC-663, Rubino will perform PID testing on the soil samples and soil analytical testing in general compliance with the IEPA CCDD requirements. Laboratory testing will be at the discretion of the environmental professional based on knowledge of the location of the borings.

LPC 663 Testing Scope
<ul style="list-style-type: none"> • PIP Evaluation (Historical & Regulatory) • Soil Analytical Tests (11 estimated): 10 ERIS REPORTS <ul style="list-style-type: none"> ○ Volatile Organic Compounds (VOCs), Polynuclear Aromatic Hydrocarbons (PNAs), Resource Conservation Recovery Act (RCRA) Metals, pH ○ TCLP / SPLP RCRA Metal (only if necessary) • P.E. / P.G. Review & Certification (LPC #663) • <i>LPC-663 CCDD Certification, as applicable</i>

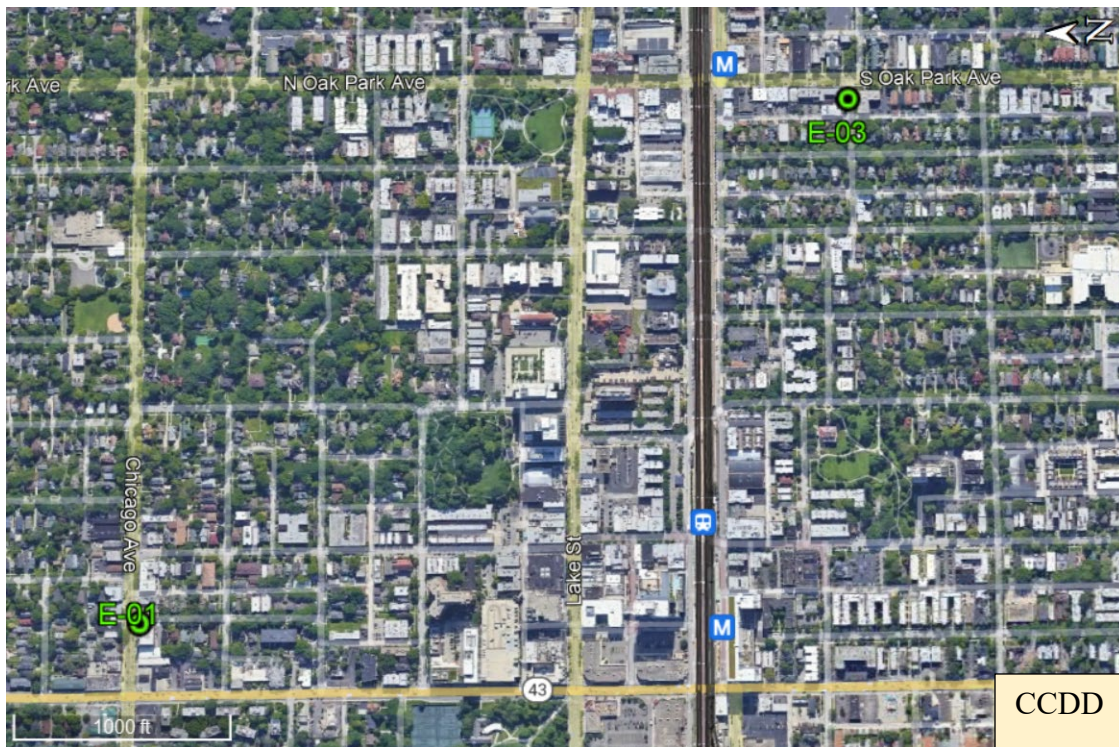
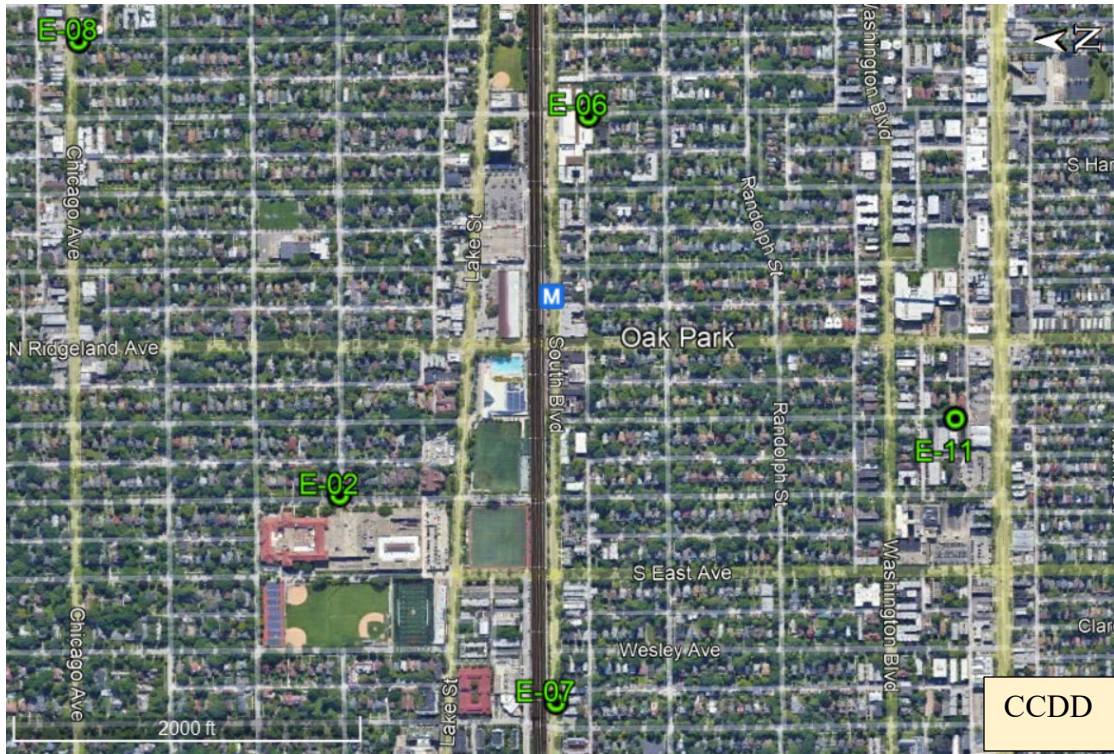
If the analytical testing indicates the soils are contaminated, additional testing and an additional disposal source may be necessary (Composite Non-Hazardous Non-Special Waste Analytical for landfill disposal if necessary).

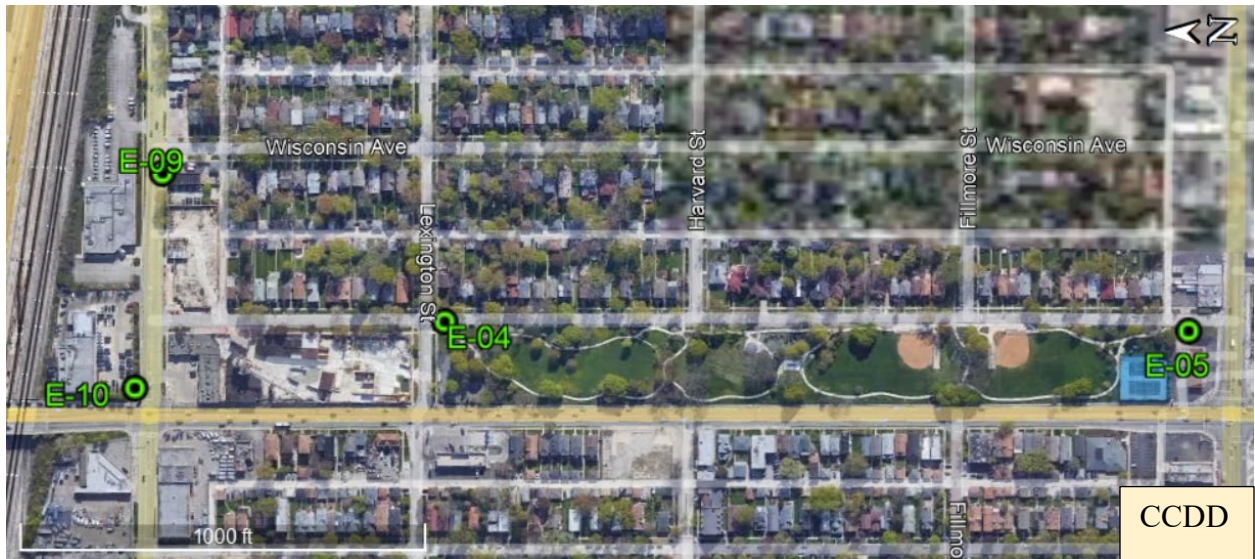
Direct Push Depths

CCDD BORING No.	DEPTH (FEET BEG*)	LOCATION
E-01	5	Along Maple Ave near 1112 Chicago Ave
E-02	5	Along Ontario St near 201 N Scoville
E-03	5	Along Pleasant St near 810 Pleasant St
E-04	5	Along Maple Ave near 915 Maple Ave, 7140
E-05	5	Along Maple Ave near 7140 Roosevelt Rd
E-06	5	Along Lombard Ave near 201 South Blvd
E-07	5	Along South Blvd near 651 South Blvd
E-08	5	Along Taylor Ave near 62 W Chicago Ave
E-09	5	Along Garfield St near 1103 Garfield Ave
E-10	5	Along Garfield St near 1140 Garfield Ave
E-11	5	Along Elmwood Ave near 414 W Madison St

*BEG = below existing grade

CCDD 663 Sample Locations





CORE REPORT

Upon completion of field and laboratory work, Rubino will prepare a **Core Summary Report** using the collected data. The report will include the following:

- *Summary of client-provided project information and report basis*
- *Core Location Plan*
- *Photo documentation of field conditions and core specimens*
- *Subbase stone thickness*
- *CCDD results provided under separate cover*

An electronic copy of the report will be provided. The report will be addressed to Edwin Hancock Engineering Co.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 10 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
Field work including site layout and coring	5 – 10
Laboratory Testing – CCDD	10 – 15
Preparation of the Field Report	5

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 results can be made to appropriate parties upon completion of the field investigation.

Rubino will need to receive a signed copy of this proposal intact prior to mobilizing.

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 fee will be:

Task	Unit Rate x Qty	Unit	Total
Site Layout and Utility Check	\$ 750	Lump sum	\$ 750.00
Pavement Cores	\$ 200 x 26	Per core	\$ 5,200.00
Pavement Cores + Soil Grab (for 662)	\$ 275 x 8	Per Core	\$ 2,200.00
Environmental Sampling for 663	\$ 1,950	Per Day	\$ 1,950.00
Admin & Core Report Preparation	\$ 500	Lump sum	\$ 500.00
CCDD ERIS Reports	\$2,500	Lump sum	\$ 2,500.00
CCDD 662 Evaluation, pH and LPC Form	\$ 1,000	Lump sum	\$ 1,000.00
CCDD 663 Soil Analytical Testing	\$ 650 x 11	Total	\$ 7,150.00
CCDD 663 Form LPC 663 and Report	\$ 1,000	Lump sum	\$ 1,000.00
Attenuator Truck (Garfield St, as needed)	\$ 2,500	Estimate	\$2,500.00
Grand Total			\$ 24,750.00

Please see the attached fee schedule for additional unit rates for services requested after issuing the field 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.

AUTHORIZATION

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

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

Respectfully submitted,
RUBINO ENGINEERING, INC.


 Michelle A. Lipinski, PE
 President

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

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 _____ , 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: _____ 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.
2021 Schedule of Geotechnical Services & Fees

CORING SERVICES

Project Engineer/Manager	Per Hour	\$	125.00
Staff Engineer	Per Hour	\$	91.00
Material Tester 1 (Coring)	Per Hour	\$	91.00
Coring Equipment (vehicle, Milwaukee core rig, generator)	Per Day	\$	200.00

LABORATORY TESTING

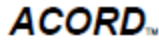
Sieve Analysis (washed)	Each	\$	85.00
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REMARKS

- 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. 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.
- 8) 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.
- 9) The minimum billing increment for time is a half hour.
- 10) A project set-up charge of a minimum of two hours applies to all projects.
- 11) Professional services rates are exclusive of expert deposition or testimony time.
- 12) Drilling and field service rates are based on OSHA Level D personnel protection.
- 13) 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.
- 14) 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.
- 15) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG



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	INSURER(S) AFFORDING COVERAGE
	INSURER A: RLI Insurance Company
	INSURER B: Berkley Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0003777	09/01/2021	09/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POF AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0001881	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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		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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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.