

RESOLUTION 23-2024

VILLAGE OF GILBERTS

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SCHROEDER ASPHALT SERVICES, INC. FOR THE 2024 ROAD PROGRAM IN AN AMOUNT NOT TO EXCEED \$687,968

WHEREAS, the Village of Gilberts intends to complete certain roadway improvements within the Old Town and Gilberts Town Center Subdivisions; and

WHEREAS, sealed bids were solicited and opened at Village Hall at 10:00 a.m. on July 10, 2024; and

WHEREAS, the lowest responsive and responsible bid was received from Schroeder Asphalt Service, Inc.

Now, Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator, upon receipt of all final contract documents to the satisfaction of the Village Administrator and Village Engineer, to execute the necessary documents attached as with Schroeder Asphalt Service, Inc. for the 2024 Roadway Resurfacing Program in an amount not-to-exceed \$687,968.00.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

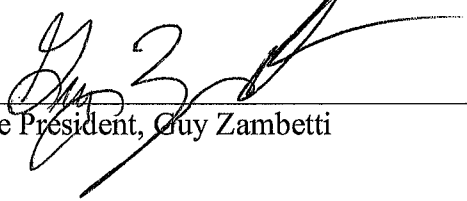
PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 16th day of July 2024.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	X	_____	_____	_____
Trustee Frank Marino	X	_____	_____	_____
Trustee Brandon Coats	X	_____	_____	_____
Trustee Jeanne Allen	X	_____	_____	_____
Trustee Robert Chapman	X	_____	_____	_____
Trustee Justin Redfield	X	_____	_____	_____
President Guy Zambetti	X	_____	_____	_____

Resolution No. 23-2024



APPROVED THIS 16th DAY OF July, 2024



Village President, Guy Zambetti

(SEAL)
ATTEST:



Village Clerk

Resolution No. 23-2024

Exhibit A
Agreement



Jonathon Zabrocki, PE, LEED-AP (BD+C), CFM, CPESC
President
Cell: (708) 932-8244
Email: jzabrocki@reltd.com

July 8, 2024

Mr. Brian Bourdeau, Village Administrator
Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

RE: Proposal for Construction Engineering Services
2024 Roadway Program:
Matteson St & Turner St Reconstruction & Various Location Pavement Patching
Gilberts, Illinois

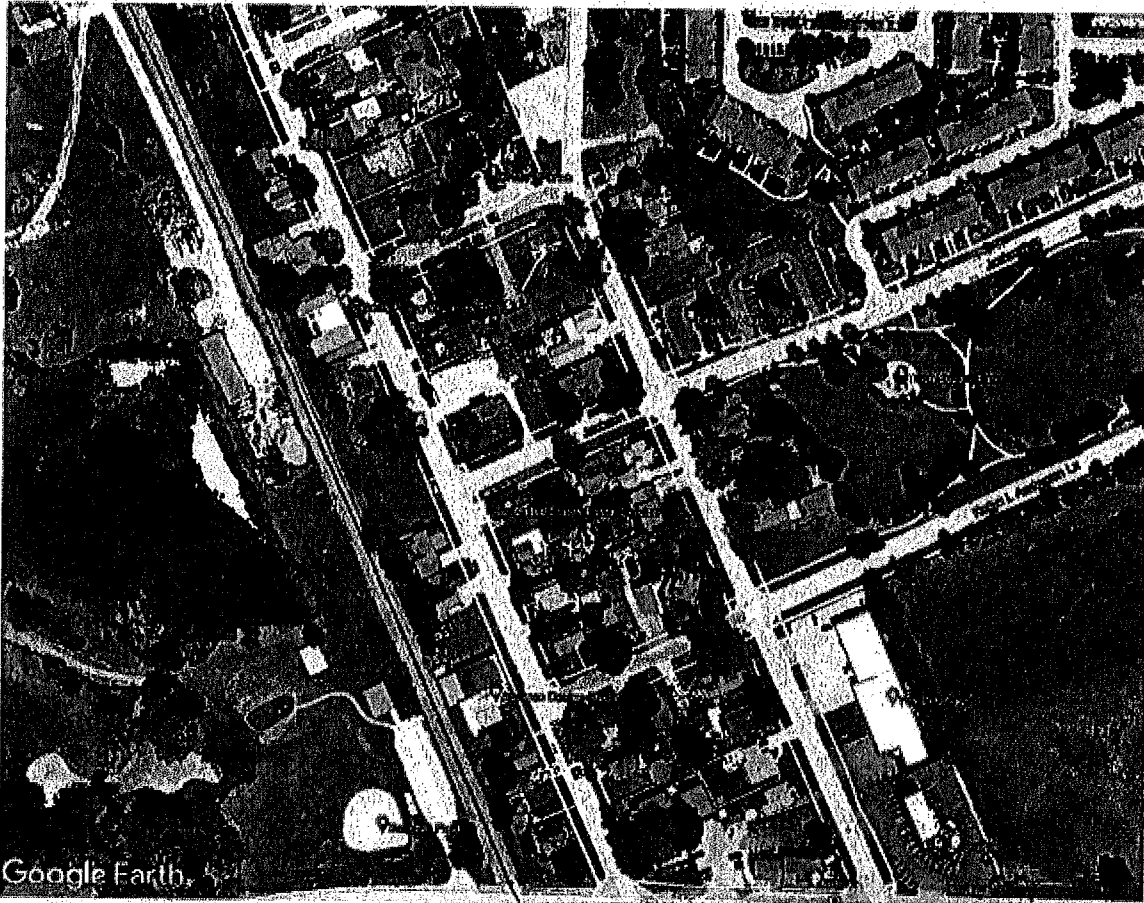
Dear Mr. Bourdeau:

Robinson Engineering, Ltd. (REL) is pleased to present this proposal to provide construction engineering services for the 2024 Roadway Program in the Village of Gilberts (Village). Project scope consists of roadway reconstruction in accordance with the Bid Documents Prepared by REL for the project area. Included in this proposal is an Overview of the Project, discussion of the proposed Scope of Services, Schedule, and Estimated Fee. Our Standard Terms and Conditions are also enclosed and should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

The 2024 Roadway Program includes the reconstruction of two residential streets, Matteson Street and Turner Street, as well as a pavement patching maintenance program for various roadways throughout the Village.

Matteson Street and Turner Street are located in the historical part of the Village. They are 2 residential streets that provide access to multiple residences as well as a connection between Railroad Street and Galligan Road. Both of these streets will be reconstructed, and the following exhibit highlights the approximate limits of the improvement:



It is noted that Matteson Street, Turner Street, Railroad Street, and Galligan Road at this location are all under local jurisdiction. The construction will be funded with Village's Road Bonds. The Construction Engineering will be funded with Road Bonds.

2. SCOPE OF SERVICES

Construction Engineering, Observation & Documentation

For the project REL will perform construction engineering services consisting of the following

A. 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 IDOT.
- (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 IDOT.
- (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 IDOT and submit inspection reports to the LA and IDOT in accordance with the policies of the said DEPARTMENT.

B. 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. part time 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. 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 Village.

f. Locations for Various Pavement Patching shall be marked in the Field by Public Works. This work will be coordinated with the engineer. REL will assist with quantity documentation for payout approvals.

3. PROJECT SCHEDULE

The project will be advertised for bid in June 2024 and awarded in July 2024, with construction to proceed in the summer and fall of 2024. It is anticipated that this project will be completed by November of 2024.

4. ENGINEERING FEES

In accordance with our understanding and experience on similar projects, we've estimated the time associated with performing the tasks identified in the Scope of Services. We propose to perform these services on an hourly rate basis, according to the Attached Standard Hourly Billing Rates. For Budgeting purposes an upper limit of \$65,000 has been set for this project based on the attached manhour estimate. This fee will not be exceeded without prior authorization.

5. STANDARD TERMS AND CONDITIONS

A copy of our firm's Standard Terms and Conditions are attached hereto and incorporated herein into this proposal. We will commence work immediately upon your authorization to proceed.

Please indicate your acceptance of this proposal by signing both copies and returning one to my attention and retaining the other for your records. Feel free to call or email me with any questions regarding this proposal or if any additional information is needed. We again thank you for the opportunity to submit this proposal for your consideration and look forward to working with you on this important project.

Very truly yours,

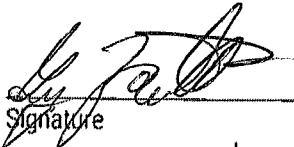
ROBINSON ENGINEERING, LTD.

Jonathon Zabrocki 

Jonathon Zabrocki, PE, LEED-AP (BD+C), CFM, CPESC
President

Accepted this 16th day of July, 2024.

By:


Signature

Guy Lambetti
Printed Name, Title

Classification	Rate
Principal Engineer 1	\$219.00
Senior Project Manager 1 / 2	\$199.00 / \$209.00
Senior Engineer 1 / 2 / 3	\$176.00 / \$189.00 / \$197.00
Project Engineer 1 / 2 / 3 / 4	\$140.00 / \$148.00 / \$158.00 / \$169.00
Project Manager 1 / 2 / 3	\$148.00 / \$156.00 / \$166.00
Engineering Technician	\$140.00
Chief Land Surveyor	\$176.00
Land Surveyor 1 / 2 / 3	\$134.00 / \$151.00 / \$164.00
Surveying Technologist 1 / 2	\$119.00 / \$134.00
Senior Planner	\$166.00
Planner	\$145.00
Project Scientist	\$164.00
Grant Writer 1 / 2	\$102.00 / \$121.00
Project Developer 1 / 2 / 3	\$119.00 / \$159.00 / \$181.00
GIS Coordinator	\$176.00
GIS Developer	\$144.00
GIS Technologist	\$117.00
CAD Manager	\$166.00
CAD Designer	\$145.00
CAD Technologist 1 / 2	\$110.00 / \$126.00
Resident Engineer 1 / 2 / 3	\$140.00 / \$156.00 / \$168.00
Resident Engineering Representative 1 / 2 / 3	\$139.00 / \$145.00 / \$153.00
Field Superintendent	\$185.00
Assistant Field Superintendent	\$175.00
Field Crew Chief	\$139.00
Field Crew Member 1 / 2	\$89.00 / \$106.00
Operations Manager	\$156.00
Operations Coordinator	\$112.00
Operator 1 / 2 / 3	\$96.00 / \$102.00 / \$109.00
IT Technologist / IT Coordinator	\$119.00 / \$159.00
Administrative 1 / 2	\$89.00 / \$101.00
Project Administration	\$117.00
Intern / Engineering Intern	\$59.00
1 Man Field Crew - Prevailing Wage*	\$185.00
2 Man Field Crew - Prevailing Wage*	\$310.00

* Rates are subject to revision on or after 1/1/2025.

* Reimbursable Expenses at a factor of 1.10 Sub-Consultant Fee Markup at 10%

* *Estimated Illinois prevailing wage rate for covered work based on recent Department of Labor Davis Bacon clarification.



**ROBINSON ENGINEERING, LTD ("REL")
STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

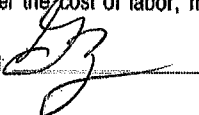
REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of

Client's Initial



Date: _____

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed \$50,000.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

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

INDEMNIFICATION - To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER - To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

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

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

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

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

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

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

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

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

DIGITAL TRANSMISSIONS - The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT - As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____

Date: _____