

July 7, 2026

Robert Constantine, AFO, CPSI
Superintendent of Parks and Facility Maintenance
900 W Romeo Road
Romeoville, IL 60446

Subject: Proposal for Professional Engineering Services
Civil Design and Construction Engineering Services
Romeo Crossing Park Phase 4

Dear Mr. Constantine,

Robinson Engineering, Ltd. (Robinson) is pleased to submit this proposal for providing civil engineering design and construction services to the Village of Romeoville (Village) for the path through Romeo Crossing Park. The original path layout was prepared by Robinson and Hitchcock Design Group and previously approved by the Village. The project location is indicated on Exhibit 1.

Project Understanding

Based on our discussions with the Village, it is our understanding that the Village would like to proceed with the final path grading design. The path will begin near the fields, head to the north property line, head east to the Diocese of Joliet's (Diocese) property east of the park, south towards W 135th Street, and west to connect to the parking lot entrance.

Anticipated services and design considerations include the development of civil engineering site development plans including an erosion control plan. The proposed scope also includes a topographic survey to collect existing grades. Construction observation will be part time, and material testing will be completed by a sub-consultant.

Scope of Work

Robinson will prepare civil engineering plans as outlined in this proposal for this project to prepare one bid package that will be administered by Robinson. The following tasks will be completed and/or managed by Robinson for the civil engineering design portion:

- 1) Field / CAD work. The topographic survey will include an area 100 feet wide along the proposed path.
- 2) Civil Engineering Design. Robinson will complete plans and specifications for the path and restoration.
 - a. Grading Plan Design
 - i. Preparation of a grading plan for a path. The grading plan will include general notes, details, a schedule of values, specifications, and prevailing wage rates.
 - ii. If required, the design shall include haul off and disposal of all excess material generated by anticipated excavation activities.
 - iii. Path to be compliant with the Americans with Disabilities Act (ADA)
 - b. Erosion Control Plan. Revise and update the Stormwater Pollution Prevention Plan (SWPPP) for Phases 1, 2, and 3 where applicable.
 - c. Preparation and submittal of a new Illinois Environmental Protection Agency (IEPA) National Pollution Discharge Elimination System (NPDES) permit including the Notice of Intent.

- d. Preparation and submittal of revised State Historic Preservation Office (SHPO) cultural review and Illinois Department of Natural Resources (IDNR) EcoCAT endangered species consultation
 - e. Preparation of construction details and general notes for civil engineering scope of work in accordance with Village Standards.
 - f. Submittal of 95% design plans to review with the Village.
 - g. Progress/design coordination meetings with the Village, and three meetings are included in the budget. It is assumed these meetings will be held virtually; travel time has not been included.
- 3) Preparation of contract bid documents and bidding administration for the path project
- a. Preparation of civil engineering bid package including Notice to Bidders, and preparation of Engineer's Opinion of Probable Construction Costs for proposed scope of work as outlined above.
 - b. Coordination with the Village to administer bid advertisement for Civil Engineering bid.
 - c. Schedule with Village personnel and administer bid opening at the Village's Recreation Department Building.
 - d. Review of bids received with Village staff, preparation of bid tabulation, preparation of recommendation to award, and coordination with Village staff to award the project at a Village chosen Board Meeting.
 - e. Once awarded by the Village, preparation and administration of final contracts up to and including final execution of the contracts by the Village.
- 4) Civil Engineering Construction Services.
- a. Preparation, administration and attendance at one preconstruction meeting. Preparation of preconstruction meeting minutes will be distributed to meeting attendees.
 - b. Shop drawings review(s) including one re-submittal review.
 - c. Part-Time Resident Engineer construction observation including four hours per day for thirty working days, totaling 120 hours.
 - d. Coordination with Diocese for work on their property.
 - e. Staking plan preparation and construction layout and staking.
 - f. Responses to contractor inquiries.
 - g. Preparation and review of change orders as necessary.
 - h. Review of contractor payment application and preparation of payment recommendations.
 - i. Two punch list inspection meetings with Village staff and contractor and preparation of two punch lists.
 - j. Project closeout services to include review of final quantities, final contractor material testing report, and receipt of contractor final documents as outlined in the contract.
- 5) Material testing. Robinson will coordinate with Geocon Professional Services (GPS) for material testing and proof roll testing. Material testing includes nuclear density testing for the hot-mix asphalt.

Schedule

Robinson anticipates sixty working days to prepare initial civil engineering design plans. For any design updates from the Village, Robinson requires a minimum of seven working days to prepare civil engineering design revisions. Once final design plans are approved by the Village, Robinson will need ten working days for the internal Quality Control/Quality Assurance process before final "For Bid" plans will be submitted to the Village.

Limitations

The following items are specifically excluded from this proposal as we do not anticipate that they will be required. If they become necessary, then the work associated with the task would be considered an additional service:

- Changes to our engineering documents caused by a change in the path location after the path location has been provided to us.
- Changes in design required through no fault of the Engineer, including changes in the previously approved scope of work and changes to the path location after initial approval of the path location.

The following construction-related items have been specifically excluded from this proposal but are able to be provided in the future if needed. Robinson would be pleased to provide you with budgetary costs for these items, if desired.

- Erosion control inspections
- As-Built Survey

Other items specifically excluded from this proposal are:

- Boundary survey / Legal descriptions
- Filing and permit fees
- Engineering and survey work for permits, other than as allowed for in this proposal
- Landscaping plans or any pond landscaping
- Geotechnical services
- Structural design work
- Hydrological and/or ground water studies
- Wetland Permitting
- Legal services

Fee Proposal

Robinson proposes to perform this work utilizing our standard hourly rates for budget. Any requested additional services or tasks not included in the scope outlined above requested the Village will be invoiced on a Time & Materials basis in accordance with the billing rates in effect at the time of service. All scope of work is considered professional engineering services and is not covered by Davis-Bacon / Prevailing Wage.

<u>Scope Item</u>	<u>Basis</u>	<u>Total Fee</u>
Civil Design Engineering Services – items 1 through 4	Lump Sum	\$89,500.00
Civil Design Engineering Services – item 5	Lump Sum	\$5,800.00

Robinson will proceed with the work outlined in this proposal on the basis of written authorization, which may be in the form of a copy of this proposal signed along with the Standard Conditions initialed and dated and a copy of each returned to Robinson.



Should you have any questions regarding this proposal, or if we could be of any additional assistance, please do not hesitate to contact me at 815-412-2012. We are looking forward to partnering with you on this endeavor and hope to be able to provide additional assistance to you in the future.

Sincerely,
ROBINSON ENGINEERING, LTD.

A handwritten signature in blue ink, appearing to read "Joel Drabicki", written over a horizontal line.

Joel R. Drabicki, CFM
Senior Engineer

Attachments: General Conditions
 Billing Rates

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

Client: Village of Romeoville

Name (Print): _____

Title: _____

Signature: _____

Date: _____

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 and REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL and 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. If applicable, the Client shall ensure that REL and REL's independent professional associates or consultants are named on any contractor's General Liability Policy on a primary and non-contributory basis.

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 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: _____

