

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND S.T.A.T.E. TESTING, LLC.
FOR PROFESSIONAL MATERIALS TESTING & ENGINEERING SERVICES
UPON REQUEST - VARIOUS LOCATIONS
SECTION NO. 25-MATLS-07-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC., licensed to do business in the State of Illinois, with offices at 910 W. Algonquin Road, Algonquin, IL 60102; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional materials testing and engineering services for various county highway improvements upon request, Section No. 25-MATLS-07-EG (hereinafter referred to as "Work Order(s)"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional material testing and engineering services and is willing to perform the required services upon request for a total amount not to exceed \$200,000.00; and

WHEREAS, the CONSULTANT acknowledges that it is pre-qualified with the Illinois Department of Transportation (IDOT) for the work covered by this AGREEMENT and is in good standing and has not been barred from performing these professional services; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event a Work Order necessitates this scope of work.

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT;

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the Work Order(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in approved Work Order(s). Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall it be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT

or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair. Authorization to proceed with Work Order(s) for various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work under the terms of this AGREEMENT. COUNTY approval of

sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant(s), in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by May 31, 2028 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the approved Work Order(s) by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of

termination or when the Director directs, the deliverables specified in Exhibit A herein for each approved Work Order.

7.0 COMPENSATION

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$200,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Paragraph 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein.

The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C and the maximum rate allowed (per Exhibit C) at the time of execution of this AGREEMENT shall not increase for the duration of this AGREEMENT.

It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the Work Orders.

- 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have

worked more than 40 hours in a given week (Sunday-Saturday) on the Work Order(s).

- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. Approved Work Order(s) may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www2.illinois.gov/idol/> or calling 312-793-2800. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the

CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.6 The CONSULTANT shall submit invoices for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status.

The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgements under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in

addition to any other remedies the COUNTY may have under the law for this AGREEMENT.

- 7.9 Upon acceptance of all deliverables specified as approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the

CONSULTANT shall require that said excess/umbrella liability policy includes in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultant's insurance coverage at any time.

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged

breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor**

Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupagecounty.gov/>).

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on May 31, 2028, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before May 31, 2028.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

S.T.A.T.E. Testing LLC
910 W. Algonquin Road
Algonquin, IL 60102
ATTN: Jay Behnke
President
PHONE: 847.366.4234
EMAIL: jbehnke@statetestingllc.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Stephen M. Travia, P.E.

Director of Transportation

PHONE: 630.407.6900

EMAIL: Stephen.travia@dupagecounty.gov

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the

performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation,

treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 Failure by the CONSULTANT to properly staff the Work Order(s) with qualified personnel shall be enough cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.3 The CONSULTANT shall require any sub-consultant(s) utilized in approved Work Orders to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in approved Work Orders.

(Remainder of Page Left Intentionally Blank)

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

S.T.A.T.E. TESTING LLC

Signature on file

Deborah A. Conroy, Chair
DuPage County Board

Jay J. Behnke
President

ATTEST BY:

ATTEST BY:

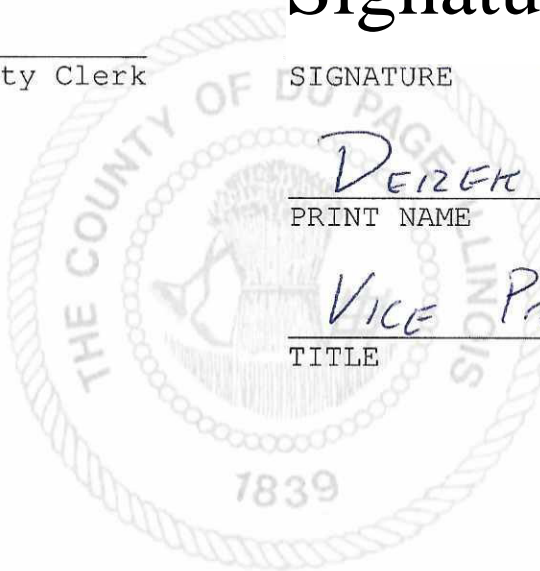
Signature on file

Jean Kaczmarek, County Clerk

SIGNATURE

DEIZEK A. WHITE
PRINT NAME

VICE PRESIDENT
TITLE





570 Rock Road Dr., Unit K
East Dundee, IL 60118

P: 847-836-6002
F: 847-836-6342

Mr. William C. Eidson, P.E., PTOE
County Engineer
DuPage County Division of Transportation.
421 North County Farm Road
Wheaton, IL 60187-2553

07/30/2025

RE: Various Materials Testing & Engineering Services
Section: 25-MATLS-08-EG

Dear Mr. Eidson,

State Materials Engineering, DBA S.T.A.T.E. Testing, LLC is pleased to provide various material testing & engineering services for the DuPage County Division of Transportation section 25-MATLS-08-EG. The following presents our understanding of the scope of services for this project.

EXHIBIT A: SCOPE OF SERVICES

1. Perform quality assurance responsibilities for hot-mix asphalt (HMA).
2. Perform quality assurance responsibilities for Portland cement concrete (PCC).
3. Perform soil and aggregate testing at various jobsites and quarries.
4. Assist County staff with various mix designs, pavement designs, new products, and updates to specifications.
5. Review of COUNTY prepared contract specifications to ensure they are consistent with the latest Illinois Department of Transportation (IDOT) policies and guidance.
6. Assist the COUNTY with the development/incorporation of materials specifications into the contract documents.
7. Review project-specific QC plans.

Thank you for the opportunity to work with the DuPage County Division of Transportation.

Sincerely,

Signature on file

Derek A. White, P.E.

EXHIBIT B

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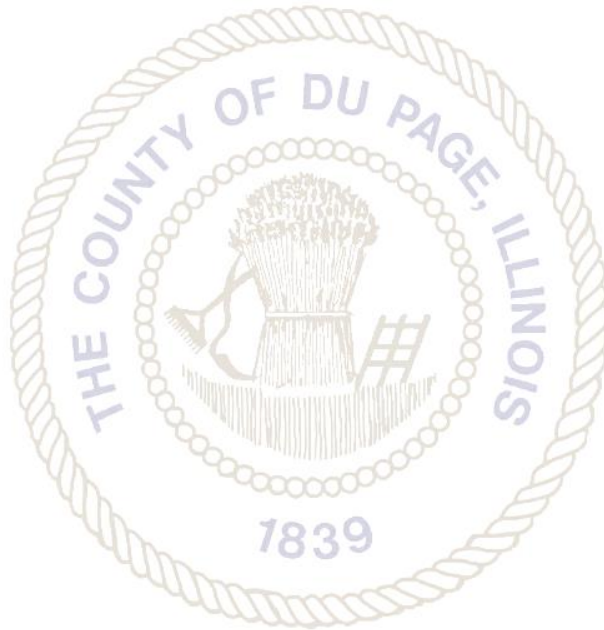


EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing**

CONSULTANT: State Materials Engineering, LLC DBA S.T.A.T.E. Testing, LLC

PROJECT: DuPage County Various Materials Testing 25-MATLS-08-EG

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	\$78	\$82	
Associate Engineer	\$78	\$82	
Professional Engineer	\$42	\$82	
Civil Engineer	\$32	\$47	
Engineering Technician	\$18	\$38	
Materials Coordinator	\$47	\$68	
Laboratory Manager	\$47	\$68	
Senior Engineer	\$60	\$74	
Quality Assurance Manager	\$45	\$61	
Level III Technician	\$43	\$66	
Level II Technician	\$40	\$61	
Material Tester I	\$43	\$66	
Material Tester II	\$43	\$66	
Laboratory Technician II	\$27	\$40	
Laboratory Technician I	\$18	\$32	
Certified Welding Inspector (CWI)	\$43	\$66	
Senior Geological Technician	\$45	\$56	
Senior Source Inspector	\$45	\$56	
Staff Accountant	\$35	\$53	
Administrative Assistant II	\$30	\$40	

Note: Maximum rate shall not exceed \$90.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on file

Signature

Jake Behnke

Print Name

Date: 08/04/2025

Approved By COUNTY:

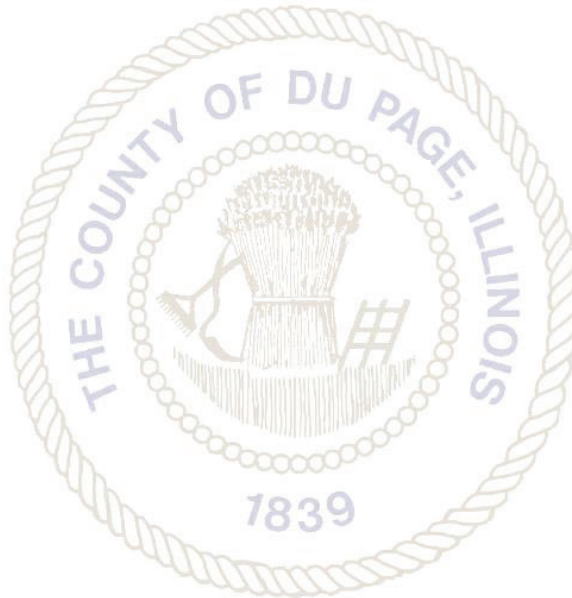
Signature on file

Yifang Lu Chief Highway Engineer

Date: 8/21/2025

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.





Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
State Materials Engineering, LLC		25-MATLS-08-EG
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>07/31/25</u>		

Consultant

State Materials Engineering, LLC

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input checked="" type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input checked="" type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input checked="" type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input checked="" type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

[illegible]

*If other allowable costs are needed and not listed, please add in the above spaces provided.

W.O. = Work Order



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
State Materials Engineering, LLC		25-MATLS-08-EG
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>08/04/25</u>		

Consultant

Rubino Engineering, Inc Q25.431

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input checked="" type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

QA TESTING TASKS AND DESCRIPTIONS

All tasks/descriptions shall include costs related to reporting of results using IDOT approved documentation procedures/paperwork(s).

Task No.	Description	Type	AASHTO/ASTM	Unit Rate
1	Conduct a passing TSR test using 150-mm molds and Superpave gyratory compaction using current IDOT procedure. May require more than one TSR if antistrip is required. (Includes aggregate separation, batching, blending, mixing)	HMA	T 283	1430.00
2	Superpave bituminous mix design verification: A: Gmm; Gmb; two ignition oven tests with washed gradation; reflux extraction; and asphalt content and gradation correction factor determination from ignition and reflux. Verification conducted from premixed, pre-made samples ready for testing. Includes TSR on provided specimens prepared at required air void content.	HMA	Gmm -T 209 Gmb -T 166 Ign – T 308 Ext – T 164 TSR – T 283 Gradation -T 27	1430.00
3	Superpave bituminous mix design verification (for N90 and N105): B: Gmm; Gmb; two ignition oven tests with washed gradation; reflux extraction; and asphalt content and gradation correction factor determination from ignition and reflux; reflux extraction of one Gmm test sample; reflux extraction of one Gmb test sample. Verification conducted from premixed samples ready for testing. Includes TSR on provided specimens prepared at required air void content.	HMA	Gmm -T 209 Gmb -T 166 Ign – T 308 Ext – T 164 TSR – T 283 Gradation -T 27	1975.00
4	Single point asphalt mix design: Includes aggregate separation, washed gradations, blending, mixing, Gmm, Gmb, and analysis	HMA	Gradation -T 27 Mixing -TP 4 Gmm -T 209	1190.00
5	Superpave bituminous mix design including Hamburg Wheel: A: Gmm; Gmb; two ignition oven tests with washed gradation; reflux extraction; and asphalt content and gradation correction factor determination from ignition and reflux. Verification conducted from premixed, pre-made samples ready for testing. Includes TSR on provided specimens prepared at required air void content.	HMA	Gmm -T 209 Gmb -T 166 Ign – T 308 Ext – T 164 TSR – T 283 Gradation -T 27	7350.00
6	Draindown test, an additional requirement for SMA and SML mix designs	HMA	T 305	155.00
7	Superpave bituminous mix design verification: A: Gmm; Gmb; and reflux extraction. Verification conducted from premixed samples ready for testing.	HMA	T 283	1010.00
8	Reflux extraction using a plant or otherwise premixed sample, including wash gradation & splitting as needed. HMA & RAP	HMA	T 164 & T27	370.00
9	Reflux extraction using a plant or otherwise premixed sample, including wash gradation & splitting as needed. RAS	HMA		370.00
10	Centrifuge extraction including washed gradation and splitting as needed. RAS	HMA	Method A T-164-11	370.00
11	Maximum specific gravity (Gmm or “D”) using a plant or otherwise premixed sample, including splitting as needed (2 tests, averaged as one value).	HMA	T 209	500.00
12	Mixture bulk specific gravity (Gmb or “d”) using a plant or otherwise premixed sample, including splitting as needed (2 tests averaged as one value).	HMA	T 166	600.00
13	Ignition oven test, reporting asphalt content only using a plant or otherwise premixed sample, including splitting as needed.	HMA	T 308	330.00
14	Ignition oven test, reporting asphalt content and washed gradation using a plant or otherwise premixed sample, including splitting as needed.	HMA	T 308 & T 27	350.00
15	Nuclear asphalt content – Conduct a nuclear asphalt content test using a plant or otherwise premixed sample, including pan preparation.	HMA	T 287	350.00
16	TSR verification using a plant or otherwise premixed sample.	HMA	T 283	625.00
17	Mix Analysis & TSR: Gmm, Gmb, and reflux extraction plus TSR completed on the same plant or otherwise premixed samples	HMA	T 209, T 166, T 164, T 283	1420.00
18	Core density testing, per core	HMA	T 166	70.00
19	Hamburg Wheel Testing on Pavement Cores includes prep and trimming the specimens (20,000 cycles @ 50C)	HMA	T 324	755.00
20	Hamburg Wheel Testing on Loose HMA by SGC (20,000 cycles @ 50C)	HMA	T 324	970.00

21	Hamburg Wheel Testing on Pavement Cores includes prep and trimming the specimens (10,000 cycles @ 50C)	HMA	T 324	755.00
22	Hamburg Wheel Testing on Loose HMA by SGC (10,000 cycles @ 50C)	HMA	T 324	970.00
23	RAP - Loss of Abrasion using Micro-Deval (on Extracted Material)	HMA	T 327	420.00
24	RAP Aggregate Bulk Dry Specific Gravity (Gsb)	HMA		380.00
25	Warm Mix Asphalt (WMA) Mix Design using a Foamer (four point design includes aggregate separation, mixing, blending, TSR and four ignition batches)	HMA	M 323 & T 283	11550.00
26A	Field Permeability Testing of Asphalt Pavements (Per test)	HMA	B25	75.00
26B	Field Permeability Testing of Asphalt Pavements: mobilization to job site	HMA	MISC	165.00
27	Disk Shaped Compact Tension Test using a plant or otherwise premixed sample, including splitting as needed	HMA	ASTM D7313(07)	1000.00
28	Disk Shaped Compact Tension Test on Pavement Cores or provided specimens prepared at required air void content, includes prep and trimming the specimens	HMA	ASTM D7313(07)	840.00
29	Illinois Flexibility Index (IFIT) Test using a plant or otherwise premixed sample, including splitting as needed	HMA	ITP 405	785.00
30	Illinois Flexibility Index (IFIT) Test on Pavement Cores or provided specimens prepared at required air void content, includes prep and trimming the specimens	HMA	ITP 405	470.00
31	Extraction via Asphalt Analyzer using a plant or otherwise premixed sample, including wash gradation & splitting as needed.	HMA	ASTM D2172	350.00
32	Average rate for HMA Level I Technician (per hour)	HMA		Labor Rates
33	Average rate for HMA Level II Technician (per hour)	HMA		Labor Rates
34	Average rate for HMA Level III Technician (per hour)	HMA		Labor Rates
35	Average rate for Density Technician (per hour)	HMA		Labor Rates
36A	ASHPHALT ANALYZER AASHTO M320- Verification	HMA	ASSHTO M320	\$1,520
36B	AASHTO M320- Classification	HMA	AASHTO M320	\$2,080
36C	AASHTO M320- Classification w/ MSCR	HMA	ASSHTO M320	\$2,150
36D	Extraction/Recovery + PG- Design/Field Mix	HMA	AASHTO M320	\$2,100
36E	Extraction/Recovery + PG- Field Core	HMA	ASSHTO M320	\$2,025
36F	Extraction/Recovery + PG- RAP/RAS Sample	HMA	AASHTO M320	\$2,615
36G	Asphalt Extraction - Analyzer	HMA	ASSHTO M320	\$375
36H	Asphalt Binder Recovery from Solution	HMA	AASHTO M320	\$300
36I	MSCR (includes % Recovery)	HMA	ASSHTO M320	\$300

36J	RTFO+ MSCR	HMA	AASHTO M320	\$455
36K	Softening Point	HMA	ASSHTO M320	\$155
36L	Separation of Polymer-Softening Point	HMA	AASHTO M320	\$365
36M	Separation of Polymer-DSR	HMA	ASSHTO M320	\$455
36N	Elastic Recovery-DSR	HMA	AASHTO M320	\$340
36O	High/Low Shear Blending	HMA	ASSHTO M320	\$400
36P	Flashpoint	HMA	AASHTO M320	\$60
36Q	Rotational Viscosity	HMA	ASSHTO M320	\$60
36R	Original DSR (1 Temp)	HMA	AASHTO M320	\$300
36S	Original DSR (2 Temp)	HMA	ASSHTO M320	\$435
36T	RTFO w/ Mass Loss	HMA	AASHTO M320	\$75
36U	RTFO DSR (1 Temp)	HMA	ASSHTO M320	\$300
36V	RTFO DSR (2 Temp)	HMA	AASHTO M320	\$435
36W	PAV	HMA	ASSHTO M320	\$75
36X	PAV DSR (1 Temp)	HMA	AASHTO M320	\$285
36Y	PAV DSR (2 Temp)	HMA	ASSHTO M320	\$435
36Z	BBR (1 Temp)	HMA	AASHTO M320	\$325
36AA	BBR (2 Temp)	HMA	ASSHTO M320	\$420
37	Concrete breaks: Cylinder (wet curing) using neoprene pads (6x12 and 4x8)	PCC	T 22 (ASTM C39)	27.00
38	Concrete breaks: Cylinder (dry curing) using neoprene pads (6x12 and 4x8)	PCC	T 22 (ASTM C39)	27.00
39	Concrete breaks: Cylinder (sulfur capped) (6x12 and 4x8)	PCC	ASTM 617 & 1231	42.00
40	Concrete breaks: Beams center point loading (with curing)	PCC	T 177	60.00
41	Concrete breaks: Beams 1/3 point loading (with curing)	PCC	T 97 (ASTM C78)	60.00
42	Concrete core cutting and sample preparation (in Lab)	PCC		65.00

43	Concrete Level I Technician with Equipment (per hour)	PCC		Labor Rates
44	Concrete Level II Technician with Equipment (per hour)	PCC		Labor Rates
45	Magnetic Tomography Technology (MIT) to Evaluate Dowel Placement including analysis. (Per Day-Equipment)	PCC	ASTM E3013/3013M	155.00
46	Washed gradation including splitting as needed	AGG	T 27	170.00
47	Dry gradation including splitting as needed	AGG		130.00
48	Fine particle size classification – gradation and hydrometer analysis	AGG	T 88	260.00
49	ASTM D6928 and 7428 Resistance of Coatse/Fine Aggregation in Degradation by abrasion in Micro-Deval apparatus	AGG	ASTM D6928	400.00
50	Coarse aggregate specific gravity test, reporting Gsb, Gsa, Gsb (SSD) and absorption (Submerged Method)	AGG	T 85	245.00
51	Fine aggregate specific gravity test, reporting Gsb, Gsa, Gsb (SSD) and absorption (Submerged Method)	AGG	T 84	270.00
52	Aggregate specific gravity verification – Fine aggregate (Submerged Method)	AGG	T 84	295.00
53	Aggregate specific gravity verification – Coarse aggregate (Submerged Method)	AGG	T 85	280.00
54	Aggregate Voids - fine aggregate	AGG		260.00
55	Aggregate Voids - coarse aggregate	AGG		260.00
56	Aggregate specific gravity verification – reclaimed asphalt pavement (RAP-Vacuum Method)	AGG	Manual of Test Procedures Appendix B21	255.00
57	Aggregate specific gravity verification – recycled asphalt shingles (RAS - Vacuum Method) average of two tests	AGG	T 209 (Modified)	375.00
58	Slag counts (Ignition test plus count)	AGG		240.00
59	Aggregate proctors (complete) MOD	AGG	T 180	315.00
60	Fine Aggregate Angularity (FAA)	AGG		210.00
61	Flat and elongated	AGG		260.00
62	Aggregate Technician 5 day (per hour)	AGG		Labor Rates
63	Standard Proctor	SOIL	T 99	240.00
64	Liquid & Plastic Limit	SOIL	T 89 & T 90	140.00
65	Hydrometer Analysis (AASHTO T88)	SOIL	T 88	215.00
66	Soils Technician (S-33 Certified)	SOIL		Labor Rates
67	Laboratory Technician (per hour) IDOT Laboratory (Level II)	MISC		Labor Rates
68	Source Inspector (per hour) (Non-union)	MISC		Labor Rates
69	Sample pick-up (per hour)	MISC		Labor Rates
70	Core cutting: traffic control only	MISC		Actual Cost
71	Core cutting: mobilization to job site	MISC		135.00
72	Core cutting: coring for density, per core under 12” depth	MISC		170.00
73	Core cutting: coring for density, per core over 12” depth	MISC		205.00
74	Core sawing: concrete & bituminous	MISC		47.00
75	Polarized Light Microscopy (PLM) – Test method to identify asbestos following: EPA 600/R-93/116. Laboratories shall be accredited through the National Institute of Standards and Technology (NIST).	MISC		40.00
76	Dry Shake Gradation (RAS)	MISC		140.00

77	Project Manager	MISC		Labor Rates
78	Project Manager, Field Supervisor and Special Tasks	MISC		Labor Rates
79	Technical Office Staff (non-union)	MISC		Labor Rates
80	Materials Certification Technician (non-union)	MISC		Labor Rates
81	Mileage (*per IDOT policy)	MISC		IDOT Rates
82	Vehicle Cost (daily)	MISC		65.00
83	Average rate for Overtime (per hour)	MISC		Labor Rates
84	Average rate for Overtime Holidays and Sundays (per hour)	MISC		Labor Rates
85	Average Night Differential, additional cost for labor outside standard working hour, (per hour)	MISC		Labor Rates
86	Per Diem	MISC		IDOT Rates
87	Accommodations	MISC		IDOT Rates
88	Per Diem	MISC		IDOT Rates
89	Fourier Transform Infrared Spectroscopy (FTIR)	HMA		150