

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CIORBA GROUP, INC.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2024 PAVEMENT MAINTENANCE – NORTH REGION
SECTION #: 24-PVMTC-22-GM

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2024, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Ciorba Group, Inc., licensed to do business in the State of Illinois, with offices at 8725 W. Higgins Road, Suite 600, Chicago, Illinois 60631; (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 construction engineering services for 2024 Pavement Maintenance-North Region, Section # 24-PVMTC-22-GM (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional construction engineering services and is willing to perform the required services for an amount not to exceed \$452,425.00; and

WHEREAS, the CONSULTANT acknowledges that it is qualified with the Illinois Department of Transportation (IDOT) to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing 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 the PROJECT necessitates this scope of work.

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. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein.
- 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 PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall 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 regarding 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/County Engineer (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 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 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, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 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 if permitted 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, or sub-consultants, 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 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in working for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional construction engineering services on the PROJECT after the COUNTY issues its written Notice to Proceed. 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 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2025, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the PROJECT 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 files, records, reports, documentation, etc. specified in Exhibit A or as otherwise agreed to by the COUNTY and CONSULTANT.

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 \$452,425.00, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. 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 Article 14.0.
- 7.3 For services performed by the CONSULTANT, the COUNTY shall pay a cost-plus fixed fee of \$452,425.00. This total fee includes any and all direct labor, direct costs (BDE 436 Form), overhead and the fixed fee, which are all costs the CONSULTANT will be reimbursed for in its performance of the work defined in Exhibit A. 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 additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY, provided the adjustments do not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. 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 PROJECT.
- 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 PROJECT
- 7.4 Direct costs which are included in the total fees referenced in paragraph 7.3 above, are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this

AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet 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 ensure 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.
- 7.5 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. 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 be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. 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.

- 7.6 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."
- 7.7 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 judgments 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 or this AGREEMENT.
- 7.8 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT, 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 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/County Engineer, 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/County Engineer, 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 include 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-consultants' 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, officers, agents, 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 subconsultant(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 Either party's failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. 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.

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.dupageco.org/>).**

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 June 30, 2025, 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 June 30, 2025.

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/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 fulfil 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:

Ciorba Group, Inc.

8725 W. Higgins Road, Suite 600
Chicago, Illinois 60631
ATTN: Duane O'Laughlin
Chief Operating Officer
Phone: 773.355.2923
Email: dolaughlin@ciorba.com

DuPage County Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187
ATTN: William C. Eidson, P.E.
County Engineer/Acting Director of Transportation
Phone: 630.407.6900
Email: william.eidson@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, with 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 The CONSULTANT'S key personnel specified in the AGREEMENT (Project Manager: Jesse Singer, Senior Construction Project Manager) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

26.3 Failure by the CONSULTANT to properly staff the PROJECT 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.

26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT 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 26.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DU PAGE

Deborah A. Conroy, Chair
DuPage County Board

ATTEST BY:

Jean Kaczmarek
County Clerk

CIORBA GROUP, INC.

Signature on File

Duane O'Laughlin
Chief Operating Officer

ATTEST BY:

Signature on File

BY: _____

NAME: _____

TITLE: _____

Brett Sauter

Vice President - Structures

**DuPAGE COUNTY 2024 PAVEMENT MAINTENANCE – NORTH
SCOPE OF SERVICES**

The CONSULTANT agrees to provide, to the satisfaction of the COUNTY, certain engineering services including construction surveys, staking, inspection, measurement, computation and documentation of quantities, reporting and record keeping for construction work to be performed by the CONTRACTOR until completion of work by the CONTRACTOR and acceptance by the COUNTY of the construction section. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the COUNTY, and will become familiar with the contract documents, which will include the contract between the COUNTY and the CONTRACTOR and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction section and approved changes thereto.

The CONSULTANT further agrees:

- (1) That all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.
- (2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.
- (3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the CONTRACTOR and monitor the activities of all personnel furnished by the CONTRACTOR. The designated representative will report to and be directly responsible to the County's Engineer who is in responsible charge of the construction section.
- (4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within 5 days after notification by the COUNTY.
- (5) To withdraw from the PROJECT, within two weeks after notification by the COUNTY, any personnel or services no longer required.
- (6) To verify initial horizontal and vertical control prior to contractor staking efforts; obtain cross sections and other necessary measurements required for compilation of progress and final estimates in a timely manner so that payment to the CONTRACTOR will not be unduly delayed.
- (7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER / COUNTY as well as all situations incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.
- (8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be kept in permanent form and will become part of the construction section records.
- (9) The RESIDENT ENGINEER will keep the PROJECT diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. The CONSULTANT'S staff shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction section records. All records, including one set of prints showing recorded changes from the contract plans, will be submitted to the County's Engineer and become the property of the COUNTY.

EXHIBIT A

Page 2 of 14

- (10) To furnish all necessary field survey equipment, transportation, communication devices and safety equipment for personnel as required for work performed as required by the COUNTY.
- (11) To complete all measurements, records, including ADA inspection forms, record plans and final pay estimate not later than six (6) weeks after completion of the actual construction by the CONTRACTOR.
- (12) Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.
- (13) Notify the Material Testing consultant when its' services are required and monitor the expenditures of said consultant. The CONSULTANT shall maintain a record of the Material Testing consultant's work and review all invoices submitted by the Material Testing consultant for payment for accuracy. The CONSULTANT shall monitor the work activities of the Material Testing consultant to be certain all required testing is performed within budget.

SCOPE OF SERVICES

PHASE III CONSTRUCTION ENGINEERING 2024 PAVEMENT MAINTENANCE NORTH - DUPAGE COUNTY

Construction Administration

Preconstruction Meeting - Ciorba Group will chair a preconstruction meeting with the County and contractor prior to work. Topics will include the progress schedule, traffic control, equipment location, material storage, progress meetings, work notifications needed, sediment and erosion control conformance, permit requirements, material inspection, work hour restrictions, payment requirements, and plan clarifications. Ciorba will prepare and distribute the meeting agenda and minutes for this, and all future meetings held during construction.

Shop Drawing Review - Ciorba will request that the contractor submit all shop drawings prior to the preconstruction meeting. Ciorba will review shop drawings to verify that proposed materials and equipment meet the contract documents.

RFI Responses - Ciorba will respond to requests for information (RFI's) from the contractor.

Pay Requests - Ciorba will daily document contract quantities completed. Once every month Ciorba will provide quantities to the contractor to produce an invoice. Ciorba will review the contractor's invoice for accuracy, ensure material requirements have been satisfied, see that the proper waivers and affidavits are provided, and then recommend payment by DuPage County.

Change Orders - Ciorba focuses on providing solutions that minimize delay and added cost when adjustments are needed to the original design. Concerns will be presented to DuPage County with alternatives and a recommended course of action.

Progress Meetings - Ciorba will prepare and distribute the progress meeting agenda and minutes. Invitees to the progress meeting will include County staff, the contractor, and relevant subcontractors. Topics will include work completed, a look ahead schedule, pay estimates, extra work, traffic control, erosion control, submittals, RFI's, and any other relevant discussion items.

Weekly Reports - Ciorba will maintain a diary describing the work accomplished each day. Weekly progress reports will be prepared using the diary information and provided to both the County and contractor. Reports will include what and where work was performed by each contractor. Weather will be tracked along with manpower, equipment used, and the controlling work item. Traffic control will be noted along with visitors and any meetings held.

Punch List - Ciorba will perform a walk through with the County and develop a punch list of items requiring correction before final acceptance. This list will be provided to the contractor and the County and updated until completion. Any concerns identified at the walk through will be resolved prior to final acceptance.

Record Drawings - Modifications to the plans will be measured and documented for inclusion in the final construction record drawings. Electronic drawings will be provided to the County via PDF showing all field changes and contract quantities used.

Project Closeout - Project closeout includes material certifications, testing results, final quantity measurements, balancing change orders and final pay estimates. Field measurements, documentation, diary records, and photos will be provided to the County in the project job box.

Construction Observation

Full Time Construction Observation - Contract work will be monitored for conformance with the contract documents, IDOT Standard Specifications, and County requirements. Ciorba will evaluate and layout any required removals. Ciorba will spot check elevations as needed during construction.

Video Record - Ciorba will walk the project limits and provide a video record of the existing site conditions before any contract work takes place. The digital file will be provided to the County on a flash drive.

Material Verification and Testing - No payment for work will be allowed until the proper material requirements and needed testing have been satisfied. Testing and material requirements will be monitored according to the contract documents and IDOT Project Procedures Guide (PPG). Ciorba has included Quality Assurance material testing by Rubino Engineering, Inc in this proposal for HMA and PCC placements. Ciorba will enforce the testing requirements defined in the contract documents.

Measure and Document Quantities - Measurements and calculations will be made daily and Inspector Daily Reports will be filled out and entered into the Quantity Book on a regular basis. All documentation will be completed per IDOT standards.

Daily Diary Record - Ciorba will maintain a Daily Diary describing the work accomplished each day. Reports will include what and where work was performed by each contractor. Weather will be tracked along with manpower, equipment used, and the controlling work item. Traffic control will be noted along with visitors and any meetings held.

Daily Communication - As an on-site extension of the County, Ciorba will maintain daily communication as needed with DuPage County's designated representative.

[illegible]

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Ciorba Group, Inc.
PRIME/SUPPLEMENT Prime
Prepared By Jesse Singer

DATE 03/14/24
PTB-ITEM# 0

CONTRACT TERM 15 MONTHS
START DATE 4/1/2024
RAISE DATE 1/1/2025

END DATE 6/30/2025

OVERHEAD RATE 144.72%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

Year	First date	Last date	Months	% of Contract
0	4/1/2024	1/1/2025	9	60.00%
1	1/2/2025	7/1/2025	6	41.20%

The total escalation = 1.20%

EXHIBIT A
Page 7 of 14

PAYROLL RATES

03/14/24

1.20%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Resident Engineer	\$73.00	\$73.88
Senior Technician	\$44.00	\$44.53
Senior Technician	\$50.00	\$50.60

Subconsultants

FIRM NAMECiorba Group, Inc.

DATE03/14/24

PRIME/SUPPLEMENTPrime

PTB-ITEM #0

NAME	Direct Labor Total	Contribution to Prime Consultant
Rubino Engineering, Inc	11,855.00	1,185.50
Total	11,855.00	1,185.50

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM
PTB-ITEM #
PRIME/SUPPLEMENT

Ciorba Group, Inc.

0

Prime

OVERHEAD RATE	144.72%
COMPLEXITY FACTOR	<u>0</u>

DATE 03/14/24

D B E	I T E M	M A N H O U R S	P A Y R O L L	O V E R H E A D & F R I N G E B E N F	D I R E C T C O S T S	F I X E D F E E	S E R V I C E S B Y O T H E R S	D B E T O T A L	T O T A L	% O F G R A N D T O T A L
		(A)	(B)	(C)	(D)	(E)	(G)	(H)	(B-G)	
	Pre-Construction	138	8,199	11,866	1,105	3,034		-	24,204	5.35%
	Construction	2243	118,570	171,594	17,160	43,871		-	351,195	77.63%
	Post-Construction	194	9,636	13,946	1,560	3,565		-	28,707	6.35%
DBE	Rubino Material Testing		-	-		-	47,133	47,133	47,133	10.42%
			-	-		-		-	-	
			-	-		-		-	-	
			-	-		-		-	-	
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			-	-		-		-	-	
	Subconsultant DL					1,186			1,186	0.26%
	TOTALS	2575	136,405	197,406	19,825	51,656	47,133	47,133	452,425	100.00%

333,811

DBE 10.42%

AVERAGE HOURLY PROJECT RATES

FIRM	Ciorba Group, Inc.
PTB-ITEM#	0
PRIME/SUPPLEMENT	Prime

DATE 03/14/24

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Pre-Construction			Construction			Post-Construction			Rubino Material Testing					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Resident Engineer	73.88	592.0	22.99%	16.98	70	50.72%	37.47	488	21.76%	16.07	34	17.53%	12.95						
Senior Technician	44.53	1,263.0	49.05%	21.84	68	49.28%	21.94	1035	46.14%	20.55	160	82.47%	36.72						
Senior Technician	50.60	720.0	27.96%	14.15				720	32.10%	16.24									
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TOTALS		2575.0	100%	\$52.97	138.0	100.00%	\$59.41	2243.0	100%	\$52.86	194.0	100%	\$49.67	0.0	0%	\$0.00	0.0	0%	\$0.00

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	<u>Rubino Engineering, Inc.</u>
PRIME/SUPPLEMENT	<u>Prime</u>
Prepared By	<u>Michelle Lipinski</u>

DATE	<u>03/12/24</u>
PTB-ITEM#	<u>0</u>

CONTRACT TERM	<u>5</u>	MONTHS
START DATE	<u>5/13/2024</u>	
RAISE DATE	<u>3/1/2025</u>	
END DATE	10/12/2024	

OVERHEAD RATE	<u>176.27%</u>
COMPLEXITY FACTOR	<u>0</u>
% OF RAISE	<u>3%</u>

ESCALATION PER YEAR

<u>year</u>	<u>First date</u>	<u>Last date</u>	<u>Months</u>	<u>% of Contract</u>
0	5/13/2024	10/12/2024	5	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #

Rubino Engineering, Inc. DATE
Prime
0

03/12/24

ESCALATION FACTOR

0.00%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Material Tester 1 & 2	\$44.04	\$44.04
Project Manager / Engineer	\$50.22	\$50.22
Staff Engineer / Geologist / Soil Scien	\$37.07	\$37.07
Principal	\$74.00	\$74.00

FIRM
PTB-ITEM #
PRIME/SUPPLEMENT

0

Prime

COMPLEXITY FACTOR	0
-------------------	---

03/12/24

32,752

BDE 3608 Template (Rev. 03/31/23)

FIRM	<u>Rubino Engineering, Inc.</u>
PTB-ITEM#	<u>0</u>
PRIME/SUPPLEMENT	<u>Prime</u>

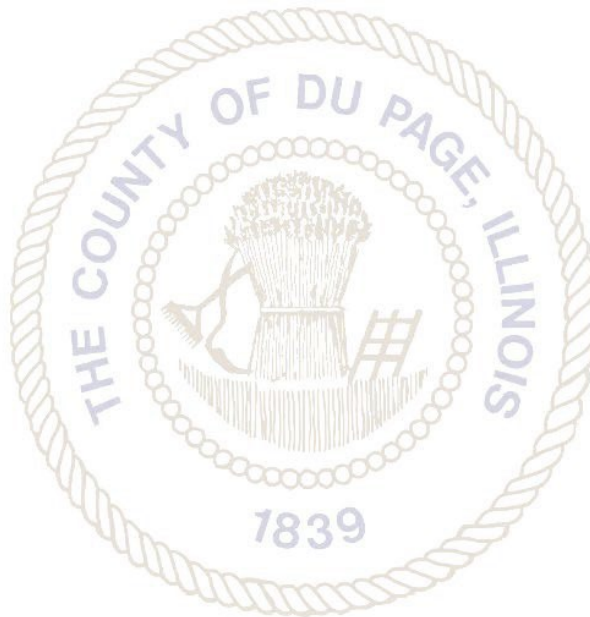
SHEET 1 OF 5

BDE 3608 Template (Rev. 03/31/23)

EXHIBIT B

DELIVERABLES

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DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

PROJECT: 24-PVMTC-23-GM

[illegible]

Signature on File

Date: 3/8/2024

Duane O'Laughlin, Chief Operating Officer
Print Name

Date:_____

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

PROJECT: 2024 Pavement Maintenance – North Region

[illegible]

Signature of Authorized Agent
for CONSULTANT:

Date: 3/12/24

Print Name

Yifang Lu, Chief Highway Engineer

Page 1 of 2
Rev 08/23

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.

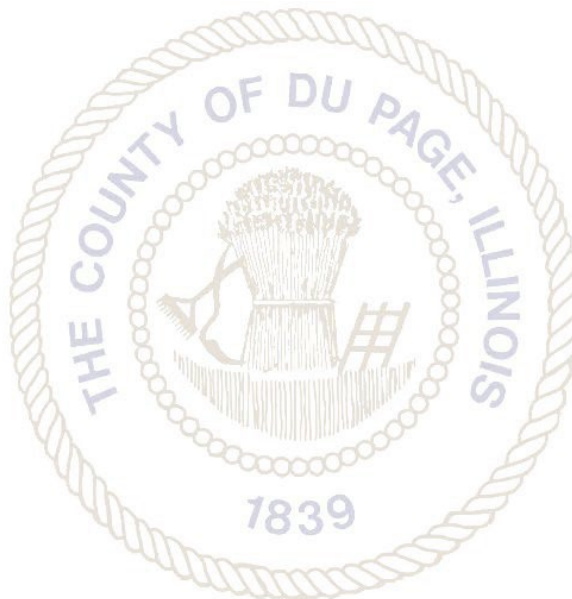


EXHIBIT D

**DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION**

The Consulting Firm of _____
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION
that they need to reassign staff for the _____
_____ project,

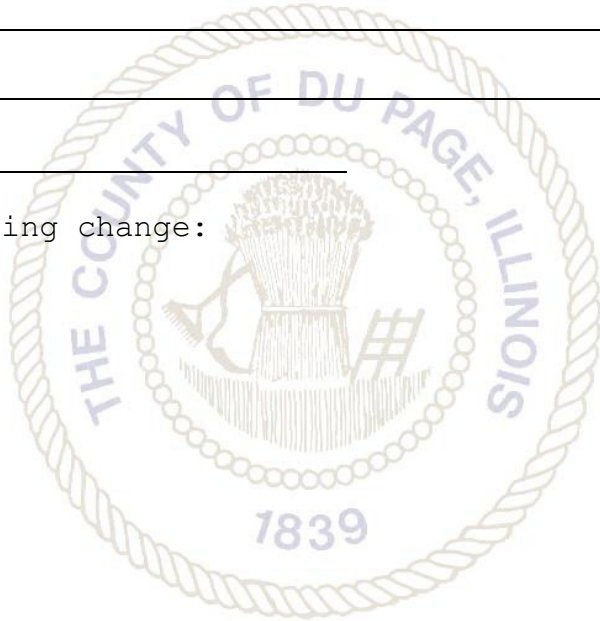
Section No. _____.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change: _____



Proposed Replacement: _____
(attach resume)

Transition Plan: provide an outline of the steps that the CONSULTANT
will take to assure adequate exchange of information and
responsibility, including Principal Engineer oversight and
requested involvement by COUNTY staff.



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba Group, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>02/26/24</u>		

Consultant
Ciorba Group, Inc.

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"/>	305	\$65.00	\$19,825.00
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 type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input 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"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$19,825.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba Group		
<input type="checkbox"/> Prime <input type="checkbox"/> Supplement Date _____		

Consultant
Rubino Engineering, Inc.

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 type="checkbox"/>	45	\$65.00	\$2,925.00
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 type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input 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"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Maximum Theoretical Specific Gravity	Laboratory Testing	<input type="checkbox"/>	10	\$155.75	\$1,557.50
Bulk Specific Gravity	Laboratory Testing	<input type="checkbox"/>	10	\$133.50	\$1,335.00
Ignition Oven Test + Sieve Analysis	Laboratory Testing	<input type="checkbox"/>	10	\$178.00	\$1,780.00
Reflux Extraction + Sieve Analysis		<input type="checkbox"/>	4	\$178.00	\$712.00
Compression Testing of Concrete Specimens by ASTM procedures	Laboratory Testing	<input type="checkbox"/>	30	\$19.50	\$585.00
Nuclear Gauge	Direct Cost	<input type="checkbox"/>	22	\$50.00	\$1,100.00
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$9,994.50

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

LEGEND

W.O. = Work Order

J.S. = Job Specific