

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
and CIVILTECH, INC.
FOR PHASE II DESIGN ENGINEERING SERVICES
ARMY TRAIL ROAD DRAINAGE IMPROVEMENTS AT REGENCY BOULEVARD
SECTION No. 24-00286-12-DR

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 60187 (hereinafter referred to as the COUNTY) and Civiltech Engineering Inc., licensed to do business in the State of Illinois, with offices located at 2 Pierce Place, Suite 1400, Itasca, IL, 60143; (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 Phase II design engineering services for the review and investigation of prior drainage and stormwater improvements, and modeling along Army Trail Road near the East Branch of DuPage River and any required engineering in response to findings (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 engineering services and is willing to perform the required services upon request for a total amount not to exceed \$45,970.00; 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 work for IDOT; 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. 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 groups and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. 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 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") after agreement on scope of PROJECT and cost, 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 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 services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules 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 services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional 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 November 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 14 days after notice of termination or when the Director directs, the deliverables 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 \$45,970.00. 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 Article 14.0.
- 7.3 For services performed by the CONSULTANT, the COUNTY shall pay a cost-plus fixed fee of \$45,970.00. This total fee includes any and all direct labor, direct costs, overhead and the fixed fee, which are all costs the CONSULTANT will be compensated 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 classification to /from the Exhibit C which will be subject to the approval by the COUNTY. 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.
- 7.4 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 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 calling 312-793-2814 or visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/>. 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 website, 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. 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.
- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services 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 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 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.

7.9 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 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 includes 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 includes 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 sixty (60) 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, 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

1.1 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 575/1 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 (<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 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.

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 November 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 November 30, 2025.

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 so as 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.

15.2 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.

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:

Civiltech Engineering, Inc.

Two Pierce Place, Suite 1400
Itasca, IL 60143

ATTN: Jonathan Vana
President & Director of Design Services

Phone: 630.735.3382

Email: jvana@civiltechinc.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: William C. Eidson, P.E.
County Engineer / Acting Director
Phone: 630.407.6900

Email: william.eidson@dupageco.org

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 the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selection of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

25.0 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 (Joseph Abramson, 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 sufficient 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 DUPAGE

CIVILTECH ENGINEERING, INC.

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Jonathan Vana, President
& Director of Design Services

ATTEST BY:

ATTEST BY:

Signature on File

Signature

Signature

JIM EWERS

Printed Name

Printed Name

VICE PRESIDENT

Title

Title



Civiltech Engineering, Inc.
www.civiltechinc.com

Two Pierce Place, Suite 1400
Itasca, IL 60143
Phone: 630.773.3900
Fax: 630.773.3975

30 N LaSalle Street, Suite 3220
Chicago, IL 60602
Phone: 312.726.5910
Fax: 312.726.5911

Transportation Design

Traffic Engineering

Civil Engineering

Construction Engineering

Environmental Studies

Water Resources

Structural Design

Right of Way

Urban Design

Transportation Planning

Program Management

Attachment A.1 – Scope of Work
Professional Engineering Services Proposal
Phase II Engineering Design
Wilshire Towers Detention Basin Outlet Repair
DuPage County Division of Transportation
March 14, 2024

PROJECT OVERVIEW

The DuPage County Division of Transportation (County) is seeking professional engineering services related to the Wilshire Towers detention basin, located northeast of the intersection of Regency Drive and Army Trail Road in the Village of Bloomingdale, IL (Village). Specifically, the County is seeking professional Phase II services to design and prepare construction documents for the repair of the basin's outlet. This scope assumes that the following tasks are required to complete this project:

1. Data Collection & Early Coordination
2. Pre-Final (90%) Plans, Specifications, & Estimate
3. Final (100%) Plans, Specifications, & Estimate
4. Permitting & Regulatory Coordination
5. Project Team Meetings

PROJECT UNDERSTANDING

The Wilshire Towers detention basin was constructed in approximately 2005, as part of the County's Army Trail Road Project. Prior to the basin's construction, the area contained a channel with limited overbank storage. The channel conveyed a tributary of the East Branch of the DuPage River.

The constructed basin is an in-line detention basin, containing a series of culverts. General drainage patterns within the basin area are from south to north and the basin discharges into the Village of Bloomingdale's downstream municipal storm sewer.

The outlet of the basin is comprised of dual 18" concrete culverts with flared end sections. Around 2012, the basin outlet washed out and was repaired in 2013. By 2020, the basin began filling with water and has not drained fully since then. The basin is currently not providing live detention storage as intended due to the condition of the outlet structure.

The project is not currently located within a FEMA regulatory floodplain and is not located within a County modeled FEQ reach.

The County is seeking an engineering solution to restore the original functionality of the basin outlet.

PROJECT APPROACH

Based on available information, the most effective and efficient approach to restoring the basin's functionality is to replace the basin outlet effectively in-



kind. The replacement would be hydraulically-equivalent, yet more capable of withstanding the erosive and seepage forces seen with recent increases in intensity and duration of rainfall.

The design of the replacement outlet is anticipated to have the same dimensions and elevations of pipes. The replacement design will not materially alter the original functionality of the detention storage of conveyance. It is anticipated that the permitting of the project related to the DuPage County Countywide Stormwater and Floodplain Ordinance (DPCCSFO) would be limited to a Village construction permit (the Village of Bloomingdale is a full waiver community). Coordination with the US Army Corps of Engineers is included in this project, however it is anticipated that since the original project provided wetland mitigation, the project will be covered under Nationwide Permit #3 for Maintenance.

In a Pre-Application Meeting with DuPage County Stormwater Management staff and the Village, it was agreed that this general design and permitting approach is acceptable.

SCOPE OF SERVICES

The following is a more detailed proposed scope of services for this project.

1. Data Collection & Early Coordination

This task will include collecting, compiling, and reviewing available existing information as follows:

- Record plans, sewer atlases, GIS utility information, permit applications, wetland mitigation documentation, available hydraulic studies, and other relevant documentation related to the basin.

Civiltech will coordinate with the Village and County to obtain all available information.

A site visit is also included in this task. The site visit will be performed by Civiltech staff in order to investigate the following elements that are anticipated to be relevant to the design process:

- Construction access, existing conditions of basin and surrounding infrastructure, washout location and downstream sedimentation, the inlet downstream of the basin outlet and its condition, and the presence and character of any other obstructions, including beaver dams and debris.

Also included in this task is a pick-up survey to obtain limited elevation and location data for specific project elements and to establish the nearest County benchmark and site-specific benchmark.

2. Pre-Final (90%) Plans, Specifications, & Estimate

Given that this is a maintenance project with an effective replacement in-kind, the first design stage will be Pre-Final (90%). This scope includes design and production of the following drawings:

Cover Sheet – 1 sheet
Summary of Quantities – 1 sheet
General Notes – 1 sheet



Existing Conditions & Removals Plan – 1 sheet at 1"=40' scale
Proposed Conditions Plan (drainage and grading) – 1 sheet at 1" = 40' scale
Erosion and Sediment Control Plan – 1 sheet at 1" = 40' scale
Restoration and Landscaping Plan – 1 sheet at 1" = 40' scale
Construction Details – 2 sheets

The proposed conditions plan will include the proposed grading and drainage work on the project. It is anticipated that this plan will include an inset (as opposed to a separate sheet) for a profile and cross section of the proposed outlet. The proposed outlet design will be developed based on shear force calculations that will use StreamStats flow data to determine the design erosion protection required. It is anticipated that the FHWA's Hydraulic Toolbox program (or equivalent) will be used to determine the design shear forces that the proposed overflow will need to withstand.

The proposed Restoration and Landscaping plan will include native plantings that will be an in-kind (or equivalent) replacement of the original native planting types and scheme. It is anticipated that a significant area of the basin upstream of the outlet will require restoration and seeding due to the higher water levels that have occurred recently.

Prior to submission of the pre-final plans for review, we will perform an internal Quality Assurance / Quality Control review of the work completed in accordance with Civiltech's internal Design Engineering Quality Assurance / Quality Control Plan. The review will be performed by a professional engineer independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

Detailed quantity calculations and special provisions supplementing latest edition of the "Standard Specifications for Road and Bridge Construction," adopted by the Illinois Department of Transportation, will be prepared for pay items at the 90% stage of the project. A construction cost estimate will also be prepared at this design stage.

3. Final (100%) Plans, Specifications, & Estimate

The Final design stage will include all of the same elements included in the Pre-Final stage, with updates based on input and review comments received from the County and Village since the Pre-Final submittal.

Prior to the final submittal a second QC/QA review of the plans and special provisions will be performed, in accordance with Civiltech's internal Design Engineering Quality Control / Quality Assurance Plan.

4. Permitting & Regulatory Coordination

We will coordinate with the following agencies to secure the anticipated permits and approvals for this project:

- Village of Bloomingdale
 - o This task includes preparation of all required permit application submittals for the project to be permitted through the Village.



- As a Complete Waiver Community, the Village has authority to permit the project for Stormwater and Wetland regulations, in accordance with the DuPage County Countywide Stormwater and Floodplain Ordinance (DPCCSFO). As part of this task, we will document project compliance with the DPCCSFO, through coordination with the Village.
- This task also includes preparation of a three-year Maintenance and Monitoring plan for the native vegetation planted as part of this project.
- US Army Corps of Engineers (USACE)
 - It is anticipated that the proposed improvements will be permitted under the Nationwide Permit (NWP) Program, Permit No. 3 – Maintenance. It is therefore anticipated that the project will not require an Individual Permit.
 - The County provided wetland mitigation at the time of the original basin construction, and therefore it is not anticipated that any additional wetland permitting or mitigation will be required by USACE, provided that the proposed repair work remains within the footprint of the original project.
 - Assumed in this task is one pre-application meeting, time to coordinate and communicate with USACE staff, and to prepare the required permit documentation, including the Pre-Construction Notification that is required as a condition of NWP 3.
- Kane DuPage Soil and Water Conservation District
 - It is anticipated that a review of the project's erosion control plan will be a condition of the Army Corps of Engineer's project review/approval.

Excluded Permits

- National Pollutant Discharge Elimination Service (NPDES)
 - Anticipated disturbance limits will not reach 1 acre and therefore this coordination and permitting is not anticipated to be required.
- Floodplain Permitting and FEQ Modeling
 - The project area is not located within a mapped FEMA floodplain or within a modeled reach of the County's FEQ model, and also has a drainage area less than 1 square mile. Therefore, no floodplain permitting work or FEQ modeling are required for this project.

5. Project Team Meetings

This task includes up to four meetings with the project team that are anticipated to serve as design check-in meetings.



EXCLUSIONS

The following items are excluded from this scope of services:

- Full topographic surveying services
- FEQ modeling
- IDNR Floodplain permitting
- Wetland Delineations
- Direct Costs for Village permitting fees and for Kane-DuPage Soil and Water Conservation District permitting fees
- Geotechnical investigations

Attachment A.2 - Fee Estimate Spreadsheet
 Cost Estimate of Consultant Services
 Professional Engineering Services Proposal
 Phase II Engineering Design
 Wilshire Towers Detention Basin Outlet Repair
 DuPage County Division of Transportation
 March 14, 2024

	Personnel & Hours						Total Hours	% of Hours	Labor Cost (rounded to nearest dollar)	
	Senior Project Manager - Phase II	Water Resources Manager	Project Manager - Water Resources	Engineer III - Water Resources	Chief Layout Specialist	Landscape Architect				
	\$85.00	\$85.00	\$58.98	\$40.96	\$41.75	\$61.00				
1 Data Collection & Early Coordination	0	2	13	8	8	2	33	10.0%	\$ 1,720.00	
2 Pre-Final (90%) Plans, Specifications, & Estimate	5	6	34	65	0	12	122	36.9%	\$ 6,335.00	
3 Final (100%) Plans, Specifications, & Estimate	5	7	22	38	0	8	80	24.2%	\$ 4,362.00	
4 Permitting & Regulatory Coordination	0	8	22	42	0	10	82	24.8%	\$ 4,308.00	
5 Project Meetings	0	6	8	0	0	0	14	4.2%	\$ 982.00	
Total Labor Cost									\$ 17,707.00	
Profit and Overhead: 0.3300 + 1.2588 multiplier (2.5888 total multiplier), rounded to nearest dollar									\$ 28,133.00	
Direct Costs and Sub Consultant Expense (See attached calculation)									\$ 130.00	
							Total Engineering Cost:	331	100.0%	\$ 45,970.00

Attachment A.2 - Fee Estimate Spreadsheet
Design Engineering Workhour Calculations
Professional Engineering Services Proposal
Phase II Engineering Design
Wilshire Towers Detention Basin Outlet Repair
DuPage County Division of Transportation
March 14, 2024

Task No.	Task	Personnel & Hours						Total Hours	% of Hours
		Senior Project Manager - Phase II	Water Resources Manager	Project Manager - Water Resources	Engineer III - Water Resources	Chief Layout Specialist	Landscape Architect		
1	Data Collection & Early Coordination								
a	Compilation and review of record plans, atlases, GIS data, permit application, wetland mitigation information		2	6	8		2	18	54.5%
b	Site visit and photo log			6				6	18.2%
b	Topo pick up survey and benchmark establishment			1		8		9	27.3%
	Subtotal Item 1	0	2	13	8	8	2	33	100.0%
2	Pre-Final (90%) Plans, Specifications, & Estimate								
a	Pre-Final (90%) Contract Plans and Estimate								
	Cover Sheet – 1 sheet			1	3			4	3.3%
	Summary of Quantities – 1 sheet			1	4			5	4.1%
	General Notes – 1 sheet			4	8			12	9.8%
	Existing Conditions & Removals Plan – 1 sheet at 1"=40' scale			2	6			8	6.6%
	Proposed Conditions Plan (drainage and grading) – 1 sheet at 1" = 40' scale		1	6	12			19	15.6%
	Erosion and Sediment Control Plan – 1 sheet at 1" = 40' scale		1	2	8			11	9.0%
	Restoration and Landscaping Plan – 1 sheet at 1" = 40' scale		1	2	4		10	17	13.9%
	Construction Details – 2 sheets		1	2	8			11	9.0%
	Quantity Calculations			4	4			8	6.6%
	Special Provisions		1	8	4		2	15	12.3%
	Estimate of Construction Cost	1	1	2	4			8	6.6%
b	Pre-Final QA/QC Review of PS&E	4						4	3.3%
	Subtotal Item 2	5	6	34	65	0	12	122	100.0%
3	Final (100%) Plans, Specifications, & Estimate								
a	Final (100%) Plans, Special Provisions and Estimates								0.0%
	Final Plans - Same sheets as Pre-Final		4	12	24		6	46	57.5%
	Final Quantity Calculations		1	2	6			9	11.3%
	Final Special Provisions		1	6	2		2	11	13.8%
	Final Estimate of Construction Cost	1	1	2	5			10	12.5%
b	Final QA/QC Review of PS&E	4						4	5.0%
	Subtotal Item 3	5	7	22	38	0	8	80	100.0%
4	Permitting & Regulatory Coordination								
a	Village of Bloomingdale		4	10	18		10	42	51.2%
b	USACE		4	12	24			40	48.8%
	Subtotal Item 4	0	8	22	42	0	10	82	100.0%
5	Project Meetings								
a	Project team meetings		6	8				14	100.0%
	Subtotal Item 5	0	6	8	0	0	0	14	100.0%
	Total Hours:	10	29	99	153	8	32	331	
	% of Hours:	3.0%	8.8%	29.9%	46.2%	2.4%	9.7%	100.0%	

**Attachment A.2 - Fee Estimate Spreadsheet
Direct Cost Calculation
Professional Engineering Services Proposal
Phase II Engineering Design
Wilshire Towers Detention Basin Outlet Repair
DuPage County Division of Transportation
March 14, 2024**

DIRECT COSTS	
ITEM 1 - Vehicle Expense	
Mileage - assume two days at daily rate of \$65/day.	\$130.00
Total Item 2	\$130.00
TOTAL DIRECT EXPENSES:	\$130.00

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Civiltech Engineering, Inc.
Prime
Joseph Abramson

**Joseph H. Abramson,
P.E.:**
3/28/24: This has been
modified from 4/1/2024 to
allow time for processing.

CONTRACT TERM 8 MONTHS
START DATE 4/15/2024
RAISE DATE 4/1/2025
END DATE 12/14/2024

DATE 03/28/24
PTB-ITEM# 500
OVERHEAD RATE 125.88%
COMPLEXITY FACTOR 0
% OF RAISE 2%

**Joseph H. Abramson,
P.E.:**
3/28/24:
Modified to a
dummy number
"500" to force
the raise to 2%
and the fixed fee
to 0.37. This is
consistent with
the originally-
submitted 5514
form.

ESCALATION PER YEAR

Year	First date	Last date	Months	% of Contract
0	4/15/2024	12/14/2024	8	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #

Civiltech Engineering, In DATE
Prime
500

03/28/24

ESCALATION FACTOR 0.00%

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

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Project Manager	\$85.00	\$85.00
Water Resources Manager	\$85.00	\$85.00
Project Manager	\$58.98	\$58.98
Engineer III	\$40.96	\$40.96
Chief Layout Specialist	\$41.75	\$41.75
Landscape Architect	\$61.00	\$61.00

AVERAGE HOURLY PROJECT RATES

FIRM Civiltech Engineering, Inc.
 PTB-ITEM# 500
 PRIME/SUPPLEMENT Prime

DATE 03/28/24

SHEET 1 OF 15

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			001 - Data Collection & Ea			002 - Pre-Final (90%) Plans			003 - Final (100%) Plans, S			004 - Permitting & Regulator			005 - Project Meetings		
		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 Project Manager	85.00	10.0	3.02%	2.57	0			5	4.10%	3.48	5	6.25%	5.31	0			0		
Water Resources Manager	85.00	29.0	8.76%	7.45	2	6.06%	5.15	6	4.92%	4.18	7	8.75%	7.44	8	9.76%	8.29	6	42.86%	36.43
Project Manager	58.98	99.0	29.91%	17.64	13	39.39%	23.23	34	27.87%	16.44	22	27.50%	16.22	22	26.83%	15.82	8	57.14%	33.70
Engineer III	40.96	153.0	46.22%	18.93	8	24.24%	9.93	65	53.28%	21.82	38	47.50%	19.46	42	51.22%	20.98	0		
Chief Layout Specialist	41.75	8.0	2.42%	1.01	8	24.24%	10.12	0			0			0			0		
Landscape Architect	61.00	32.0	9.67%	5.90	2	6.06%	3.70	12	9.84%	6.00	8	10.00%	6.10	10	12.20%	7.44	0		
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TOTALS		331.0	100%	\$53.50	33.0	100.00%	\$52.13	122.0	100%	\$51.92	80.0	100%	\$54.53	82.0	100%	\$52.54	14.0	100%	\$70.13

EXHIBIT B

DELIVERABLES

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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).
1. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount). (Maximum rate at minimum rate + 15% is usually a good amount to cover contract period.)
2. 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,

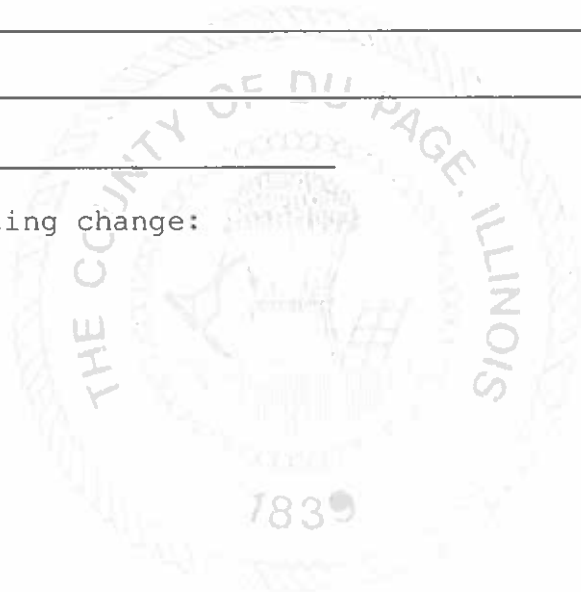
Section No. _____.

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)
Civiltech Engineering, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date _____		

Consultant
Civiltech 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"/>	2	\$65.00	\$130.00
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"/>			
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		<input type="checkbox"/>			
		<input type="checkbox"/>			
				Total Direct Cost	\$130.00

*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