



Local Public Agency Engineering Services Agreement

Using Federal Funds? [X] Yes [ ] No Agreement For: Federal PE Agreement Type: Supplement Number: 2

LOCAL PUBLIC AGENCY

Local Public Agency: City of Naperville County: DuPage Section Number: 16-00167-00-BR Job Number: D-91-265-16 Project Number: 15QT(543) Contact Name: Yifang Lu, PE Phone Number: (630) 420-4192 Email: luy@naperville.il.us

SECTION PROVISIONS

Local Street/Road Name: Washington Street Key Route: FAU 2552 Length: 0.12 Structure Number: 022-0030 Location Termini: Chicago Avenue to Aurora Avenue Add Location Remove Location

Project Description: Proposed reconstruction of the Washington Street Bridge over West Branch DuPage River

Engineering Funding: [X] Federal [ ] MFT/TBP [ ] State [ ] Other Anticipated Construction Funding: [X] Federal [ ] MFT/TBP [ ] State [ ] Other

AGREEMENT FOR

[ ] Phase I - Preliminary Engineering [X] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Ciorba Group, Inc. Contact Name: SalvatoreDiBernardo Phone Number: (773) 775-4099 Email: sdibernardo@ciorba.com Address: 8725 W. Higgins Road, Suite 600 City: Chicago State: IL Zip Code: 60631

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514 )
- EXHIBIT E: Scope of Services
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Lump Sum  
 Specific Rate  
 Cost plus Fixed Fee:

Fixed

$$\text{Total Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$$

Where:

DL is the total Direct Labor,  
 DC is the total Direct Cost,  
 OH is the firm's overhead rate applied to their DL and  
 FF is the Fixed Fee.

Where  $\text{FF} = (0.33 + R) \text{DL} + \% \text{SubDL}$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purposed disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Ciorba Group, Inc.	36-2525351	\$102,877.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
AECOM	95-2661922	\$0.00
Hitchcock Design Group	36-3059328	\$0.00
Geosyntec	59-2355134	\$0.00
Huff and Huff	36-3044842	\$0.00
American Surveying & Engineering	36-3307274	\$0.00
Subconsultant Total		\$0.00
Prime Consultant Total		\$102,877.00
Total for all work		\$102,877.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

The 

Local Public Agency Type
City

 of 

Local Public Agency
City of Naperville

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency 

Local Public Agency Type
City

 Clerk

City of Naperville
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City
------

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Ciorba Group, Inc.
--------------------

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Title

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Title

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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Naperville	Ciorba Group, Inc.	DuPage	16-00167-00-BR

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

**EXHIBIT A  
SCOPE OF SERVICES**

**FOR FEDERAL PARTICIPATION PROJECTS**

See Exhibit E

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Naperville	Ciorba Group, Inc.	DuPage	16-00167-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Work performed to allow for the project to be on the November 2022 letting.



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Naperville	Ciorba Group, Inc.	DuPage	16-00167-00-BR

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Project Approach	20%
Qualifications and Experience	20%
IDOT and Federal Experience	20%
Watermain and Sewer Experience	15%
Bridge, Streetscape Experience	15%
Public Involvement Experience	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	Ciorba Group, Inc.
2	Civiltech
3	TranSystems

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	
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15 Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
16 LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>		



<b>Local Public Agency</b> City of Naperville	<b>County</b> DuPage	<b>Section Number</b> 16-00167-00-BR
<b>Prime Consultant (Firm) Name</b> Ciorba Group, Inc.	<b>Prepared By</b> Diana Decker	<b>Date</b> 10/19/2022
<b>Consultant / Subconsultant Name</b> Ciorba Group, Inc.	<b>Job Number</b> D-91-265-16	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

### PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS			
START DATE	1/1/2022			OVERHEAD RATE	147.56%
RAISE DATE	1/1/2023			COMPLEXITY FACTOR	0
				% OF RAISE	2.00%
END DATE	12/31/2022				

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2022	12/31/2022	12	100.00%

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The total escalation = 0.00%





**Local Public Agency**

City of Naperville

**County**

DuPage

**Section Number**

16-00167-00-BR

**Consultant / Subconsultant Name**

Ciorba Group, Inc.

**Job Number**

D-91-265-16

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	2	\$65.00	\$130.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

**TOTAL DIRECT COSTS: \$130.00**

BLR 05514 (Rev. 05/27/22) DIRECT COSTS



**Local Public Agency**

City of Naperville

**County**

DuPage

**Section Number**

16-00167-00-BR

**Consultant / Subconsultant Name**

Ciorba Group, Inc.

**Job Number**

D-91-265-16

**AVERAGE HOURLY PROJECT RATES**

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Coordination & Meetings			Drainage & Utilities			Lighting and Traffic Signals			Roadway			Structural		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	78.00	0.0																	
Project Manager	78.00	74.0	11.46%	8.93	10	16.67%	13.00												
Lead Structural Engineer	78.00	56.0	8.67%	6.76													11	19.64%	15.32
Sr. Project Engineer	71.06	71.0	10.99%	7.81				24	35.29%	25.08	5	27.78%	19.74				7	12.50%	8.88
Project Engineer	56.10	178.0	27.55%	15.46	18	30.00%	16.83						94	73.44%	41.20	2	3.57%	2.00	
Senior Engineer	48.92	45.0	6.97%	3.41							13	72.22%	35.33				6	10.71%	5.24
Structures Engineer II	44.00	42.0	6.50%	2.86													8	14.29%	6.29
Engineer II	38.50	118.0	18.27%	7.03	32	53.33%	20.53	44	64.71%	24.91			34	26.56%	10.23				
Structures Engineer I	36.75	4.0	0.62%	0.23													4	7.14%	2.63
Engineer I	34.27	0.0																	
Senior Technician	46.75	58.0	8.98%	4.20													18	32.14%	15.03
Technician II	36.50	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
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<b>TOTALS</b>		646.0	100%	\$56.69	60.0	100.00%	\$50.36	68.0	100%	\$49.99	18.0	100%	\$55.07	128.0	100%	\$51.43	56.0	100%	\$55.39



**Local Public Agency**

City of Naperville

**County**

DuPage

**Section Number**

16-00167-00-BR

**Consultant / Subconsultant Name**

Ciorba Group, Inc.

**Job Number**

D-91-265-16

**AVERAGE HOURLY PROJECT RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Quantity, Specifications & Estimates			Construction Engineering / Administration			QC / QA			Project Management & Administration			Temporary Bridge Supports & Addendum					
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	78.00																		
Project Manager	78.00							12	75.00%	58.50	32	100.00%	78.00	20	9.62%	7.50			
Lead Structural Engineer	78.00	5	10.42%	8.13	12	100.00%	78.00	4	25.00%	19.50			24	11.54%	9.00				
Sr. Project Engineer	71.06	19	39.58%	28.13									16	7.69%	5.47				
Project Engineer	56.10	12	25.00%	14.03									52	25.00%	14.03				
Senior Engineer	48.92	2	4.17%	2.04									24	11.54%	5.64				
Structures Engineer II	44.00	2	4.17%	1.83									32	15.38%	6.77				
Engineer II	38.50	8	16.67%	6.42															
Structures Engineer I	36.75																		
Engineer I	34.27																		
Senior Technician	46.75												40	19.23%	8.99				
Technician II	36.50																		
<b>TOTALS</b>		48.0	100%	\$60.57	12.0	100%	\$78.00	16.0	100%	\$78.00	32.0	100%	\$78.00	208.0	100%	\$57.40	0.0	0%	\$0.00

# EXHIBIT E

## SCOPE OF SERVICES

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## OUT OF SCOPE SERVICES

**CONSULTANT:** Ciorba Group, Inc.

**ROUTE:** Washington Street over West Branch DuPage River  
**SECTION** 16-00167-00-BR

**COUNTY:** DuPage  
**LOCAL AGENCY CONTACT:** Yifang Lu  
City of Naperville  
Submitted: 6/24/2022  
Revised: 8/12/2022  
Revised: 10/19/2022

### Project Understanding

Ciorba Group, Inc. continues leading a team responsible for the final design engineering services required to replace the three-span Washington Street Bridge over the West Branch of the DuPage River with a two-span wider bridge with a post-tensioned concrete superstructure as well as sanitary sewer, water main and electrical duct bank improvements. The project letting date has been moved several times since the right of way needed for the project has not been acquired yet. Due to the project letting delay, an additional pre-final submittal was required by IDOT since the time between pre-final submittals exceeded one year. Also, plans and specifications were updated based on 2022 IDOT Standard Specifications and Highway Standards. New comments were received by IDOT and the City on the recent pre-final plan submittal that will need to be addressed in the final submittal. The City has also requested design modifications based on right of way negotiations with property owners and updated streetscape standards. Our original scope of work only included one pre-final plan submittal and a 24-month design schedule. The original agreement was approved on August 14, 2019. Below is a summary of out-of-scope services that have been identified for this project. The current anticipated letting is November 2022 but may be moved to early 2023.

### Out of Scope Services

1. Coordination & Meetings – 60 hours
  - a. Comment Review Meeting with City (4 hours) – Attend and prepare for a virtual meeting with the City to discuss IDOT's comments on the pre-final plan submittal for 2 people for 2 hours.
  - b. Utility Coordination (32 hours) – Continue utility coordination with Nicor Gas and AT&T regarding relocation from September 2021 to December 2022. Assume 2 hours/month for 16 months.
  - c. Environmental Clearances (4 hours) – Coordination with IDOT to extend Environmental Clearances including having to submit a Bat Bridge Assessment.
  - d. ROW Acquisition Coordination (20 hours)
    - i. Prepare exhibits for and attend a meeting with the Lantern owners and attorney (6 hours).
    - ii. Coordination with the City and prepare exhibits for Licht and Lantern (8 hours).
    - iii. Additional coordination (assume 6 hours).

## OUT OF SCOPE SERVICES

### 2. Drainage & Utilities – 68 Hours

- a. Prefinal Plan Submittal (32 hours) – Update plans, specifications & estimates for additional prefinal plan submittal based on IDOT 2022 updates.
- b. Final Plan Submittal (34 hours) – Update plans based on new pre-final IDOT and City comments. Plan updates include underdrain, water main, and sanitary sewer design (8 plan and profile sheets and one schedule sheet).
- c. Review IDOT and City comments and provide dispositions for new pre-final submittal (2 hours).

### 3. Lighting and Traffic Signal – 18 Hours

- a. Prefinal Plan Submittal (8 hours) – Update plans, specifications & estimates for additional prefinal plan submittal based on IDOT 2022 updates.
- b. Final Plan Submittal (8 hours) – Update plans based on new pre-final IDOT and City comments.
- c. Review IDOT and City comments and provide dispositions for new pre-final submittal (2 hours).

### 4. Roadway – 128 Hours

- a. Prefinal Plan Submittal (54 hours) – Update plans, specifications & estimates for additional prefinal plan submittal based on IDOT 2022 updates.
- b. Final Plan Submittal (26 hours) – Update plans based on new pre-final IDOT and City comments including the redesign area by the Lantern.
- c. Review IDOT and City comments and provide dispositions for new pre-final submittal (8 hours).
- d. Updated Streetscape Standards (40 hours) – Update the roadway plans, specifications & estimates based on updated City Streetscape standards. The updated plans included Roadway Plans, Typical Sections, ADA ramp details, and cross sections.

### 5. Structural – 56 Hours

- a. Prefinal Plan Submittal (6 hours) – Update plans, specifications & estimates for additional prefinal plan submittal based on IDOT 2022 updates.
- b. Final Plan Submittal (46 hours)
  - i. Update plans based on new pre-final IDOT and City comments (16 hours).
  - ii. Retaining Wall B Plan Updates (16 hours) – Add TSRS for Retaining Wall B at NW quadrant and update retaining wall based on Lantern discussion.
  - iii. Monument Type C Plan Updates (14 hours) – Revise plan sheet for the NW monument based on Lantern discussion.
- c. Preparation of temporary support details for 4 existing beams that will be utilized during Stage 1 traffic. During monthly special feature inspections, it was noted that the existing beams had deteriorated and under direction by the IDOT BBS, the bridge was load posted to 8 tons with traffic taken off of some of the beams. With several of these beams

## OUT OF SCOPE SERVICES

being utilized for Stage 1 traffic, temporary support beams are needed. These will be added as an addendum to the advertised plans. The City will procure the materials to be utilized for the temporary supports. A special provision will be required for this work to be added to the addendum. (124 hours)

- d. Review IDOT and City comments and provide dispositions for new pre-final submittal (2 hours).
  - e. Bridge Office Coordination (2 hours).
6. Quantity, Specifications & Estimates – 48 Hours
- a. Updated special provisions based on new pre-final IDOT and City comments (16 hours).
  - b. Update cost estimate based on new pre-final IDOT and City comments including quantity and unit price revisions (32 hours).
7. Construction Engineering / Administration – 12 hours
- a. Site visits during post-tensioning operations (12 hours) – 2 site visits during prestressing operations to assist construction.
8. QC/QA – 16 Hours
9. Project Management and Administration – 32 Hours
- a. Project Management and Administration from September 2021 to December 2022. Assume 2 hours/month for 16 months.
10. Temporary Bridge Supports & Addendum – 208 Hours
- a. Coordination with the City and IDOT
  - b. Development of temporary pavement marking plan (3 sheets).
  - c. Update Maintenance of Traffic Staging notes to include pre-stage work of installing the temporary bridge supports.
  - d. Update Maintenance of Traffic Stage 1 plans to include the temporary pavement marking that was installed (3 sheets).
  - e. Beam sizing for temporary bridge supports and procurements documents.
  - f. New structural detail for abutment and pier connection details for temporary beam supports at four locations – beam 3, 7, 8 and 9 to be included in the addendum.
  - g. Update special provisions and table of contents to include a new special provision for construction of the temporary bridge support.
  - h. Update cost estimate and summary of quantities to include pay item associated with the temporary bridge support construction.
  - i. QC/QA