

August 18, 2022

Yifang Lu
City of Naperville
400 S. Eagle Street
Naperville, IL 60540

**Subject: Letter Agreement for Engineering Services
2022/2023 Washington Street Special Feature Inspections**

Dear Ms. Lu:

Ciorba Group, Inc. is pleased to submit this Letter Agreement to provide bridge inspection services for the City for the required special feature inspections of the Washington Street bridge.

SCOPE OF SERVICES

The Washington Street over DuPage River (SN 022-0030) bridge is subject to special feature inspections on 1-month intervals due to the current condition of the bridge. The Scope of Services for this project will involve Ciorba performing six additional special feature inspections for the inspections from November 2022 through April 2023 on a monthly basis. City personnel will not perform the monthly inspections, however the City will still be program manager and submit the forms to IDOT. It is anticipated that the bridge will be under construction starting in April 2023.

The bridge is due for routine and element level inspections in August 2022. This was not included in the previous supplement, however the inspections were performed. This supplement will include the fee for performing those inspections and submitting the IDOT forms. The next routine and element level inspection is due in August 2024 and is not included in this supplement.

Our services will consist of collecting all available data, performing the special feature bridge inspections and completing the Special Feature Inspection Report (BBS SI-1) to be reviewed by the City prior to Ciorba submitting the forms to IDOT. A photo log documenting the condition of the bridge will be submitted to the City for their use.

The services will be supervised by a licensed Structural Engineer qualified as a Program Manager and performed by a Team Leader per NBIS guidelines. The inspection will require two people for safety purposes. No specialized inspection equipment will be utilized for the inspection.

ENGINEERING FEE

Our engineering fee will be \$1,900 per inspection for a total **Lump Sum of \$11,400** for the special feature inspections which will be billed after each inspection. The fee includes travel to the site for the inspections.

GENERAL CONDITIONS

The attached General Conditions are made a part of this Agreement. Fees in this Agreement shall remain fixed until December 31st, 2023. Upon acceptance of this Agreement, please have each copy executed, retain one (1) copy for your files, and return one (1) copy to us for our files.



We anticipate our work to be completed by April 30, 2023. Should you have any questions please contact me at 773.775.4009. We appreciate the opportunity of submitting this Agreement to you and look forward to working with on this project.

Sincerely,
Ciorba Group, Inc.

Brett Sauter, PE, SE
Vice President-Structures

Ciorba Group, Inc.

By:

Name: Duane O'Laughlin

Title: Chief Operating Officer

Date: August 30, 2022

Attest:

Name: Brett Sauter

Title: Vice President-Structures

Date: August 30, 2022

City of Naperville

By: _____

Attest: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GENERAL CONDITIONS

DELAYS - CIORBA will not be liable for delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION - Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

ENVIRONMENTAL - CIORBA assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

EXTRA WORK - CIORBA's fees are based on our doing the work as described in the proposal letter. Extra Work includes furnishing any other services not specifically set forth in the proposal letter including but not limited to responding to subpoenas or court orders.

The fee for all Extra Work will be computed on the basis of direct salaries of personnel actually assigned to the work multiplied by a factor of 2.9 to cover overhead, fringe benefits and profit. Direct costs would be billed at their actual rate.

No Extra Work would be undertaken by us without prior written authorization from **City of Naperville (CLIENT)**.

INSURANCE - CIORBA agrees to maintain insurance coverage in the following minimum amounts:

- Professional Liability - \$2,000,000 per claim/aggregate
- General Liability -
 - \$1,000,000 Each Occurrence - Bodily Injury
 - \$1,000,000 Each Occurrence - Property Damage
 - \$2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - \$1,000,000 Per Person/Per Occurrence
- Employer's Liability - \$500,000 Each
- Worker's Compensation - Per Statutory

JOBSITE SAFETY - CIORBA is not responsible for job site safety or means and methods. Job site safety and means and methods are the responsibility of the Contractor. CIORBA has no stop work authority.

LIMITATIONS OF LIABILITY - The Client agrees, to the fullest extent possible, to limit the liability of CIORBA so that the total aggregate liability of CIORBA shall not exceed CIORBA's fee as paid for services rendered on the project. It is acknowledged that this limitation of liability applies to any cause of action, be it contract, tort, or any other theory.

CLAIMS - The Client agrees to bring any claims against CIORBA corporate entity, not any individual owners or employees of CIORBA firm. The Client and Engineer both agree to waive any claims for consequential damages against each other.

(CLIENT) PROVIDED INFORMATION - CIORBA shall have the right to rely on the accuracy of any information provided by the **(CLIENT.)** CIORBA will not be responsible for reviewing this information for accuracy unless otherwise stated in the Scope of Services.

GENERAL CONDITIONS

OWNERSHIP OF INSTRUMENTS OF SERVICE - In accepting and utilizing any drawings, reports, documentation and other technical submissions (in any form including electronic media) generated and furnished by CIORBA, **(CLIENT)** agrees that these are all instruments of service of CIORBA, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The **(CLIENT)** agrees not to reuse any drawings, reports, documentation, and other technical submissions (in any form including electronic media), in whole or in part, for any purpose other than for the Project. The **(CLIENT)** agrees not to transfer the drawings, reports, documentation, and other technical submissions (in any form including electronic media) to others without the prior written consent of CIORBA. The **(CLIENT)** further agrees to waive all claims against CIORBA resulting in any way from any unauthorized changes to or reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media) for any other project by anyone other than CIORBA.

In addition, the **(CLIENT)** agrees, to the fullest extent permitted by law, to indemnify and hold harmless CIORBA, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CIORBA or from any unauthorized reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media) without the prior written consent of CIORBA.

Under no circumstances shall delivery of any drawings, reports, documentation and other technical submissions (in any form including electronic media) for use by the **(CLIENT)** be deemed a sale by CIORBA, and CIORBA makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CIORBA be liable for indirect or consequential damages as a result of the **(CLIENT'S)** reuse of the any drawings, reports, documentation and other technical submissions (in any form including electronic media).

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party, including any contractors, subcontractors, design professionals, or subsequent users.

PAYMENT OF FEES - All fees are due and payable as specified herein. Fees will be billed monthly for services performed in the preceding month.

PERMITS AND APPROVALS - It is the responsibility of the **(CLIENT)** to obtain all necessary permits and approvals. CIORBA will assist the **(CLIENT)** as mutually agreed in writing as part of the Scope of Services.

REJECTION OF NONCONFORMING WORK - CIORBA shall have the authority, but not the responsibility, to reject nonconforming work. CIORBA shall bring any known non-conforming work to the attention of the **(CLIENT)** as soon as reasonably possible.

RIGHT OF ACCESS - CIORBA shall have access to the job site whenever work is in preparation or in progress.

SUSPENSION AND TERMINATION - This AGREEMENT may be terminated by the **(CLIENT)** upon giving notice in writing to CIORBA at his last known post office address. In the event that this project should be suspended or abandoned for any reason whatsoever, the **(CLIENT)** shall be

GENERAL CONDITIONS

liable for payment of all services performed through the date Ciorba receives written notice of such suspension or abandonment; payment to be based on percentage of work complete in the case of lump sum fees, or hours of work completed in the case of salary times multiplier fees. In the event the **(CLIENT)** reactivates the project, Ciorba will not resume work without the execution of a new agreement for the work.

This agreement shall terminate upon the occurrence of the first of the following:

- Completion of and payment for all the work included herein.
- Suspension or abandonment of the project, and payment to us of all fees due and payable.
- Mutual written consent of the parties hereto.

DELIVERY OF ELECTRONIC FILES - Electronic files furnished by CIORBA shall be subject to an acceptance period of 30 days during which **(CLIENT)** agrees to perform appropriate acceptance tests. CIORBA shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and CIORBA shall have no obligations to correct errors or maintain electronic files.

The **(CLIENT)** is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CIORBA and electronic files, the signed or sealed hard-copy construction documents shall govern.