

PROFESSIONAL SERVICES AGREEMENT
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and
CIORBA GROUP, INC.
for
GENERAL ENGINEERING SERVICES

This is an Agreement, by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 Winchester Road, Suite 201, Libertyville, Illinois 60048 (hereafter called SMC) and CIORBA GROUP, INC., 8725 W. HIGGINS ROAD, SUITE 600, CHICAGO, IL 60631 (hereinafter called CONSULTANT).

PURPOSE

SMC wishes to engage the CONSULTANT to provide professional engineering services and related technical services for project plan & specifications review, permit application review, hydrology and hydraulics analysis, Lake County Watershed Development Ordinance (WDO) permit review, and related tasks.

SERVICES

The CONSULTANT will prepare and submit to the SMC a cost estimate and scope of services for each work assignment. The actual costs charged by the CONSULTANT for the work assignment will be on a time and material basis for the work performed per the CONSULTANT'S current Standard Charges. Mileage costs from the CONSULTANT'S office will be included in the charges to SMC. SMC Executive Director must authorize the cost estimate for each work assignment in writing prior to CONSULTANT undertaking the work or CONSULTANT will not be entitled to payment for the work assignment.

COMPENSATION

1. For an approved cost estimate on a work assignment, the SMC agrees to pay the CONSULTANT on a time and material basis with a **total not to exceed contract value of \$100,000.00**. The fees and costs charged to the SMC for work performed will be in accordance with CIORBA GROUP, INC. Standard Charges as described in EXHIBIT A.
2. The SMC shall pay invoices in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).
 - a. CONSULTANT shall furnish SMC with an itemized invoice on a monthly basis.
 - b. Invoices need to be submitted per individual work assignment.
 - c. Individual work assignment invoices need to identify scope of services task(s) identified in work assignment, CONSULTANT staff, staff rate per EXHIBIT A, and hours per task. Invoices also need to identify subconsultant WBE/MBE utilization.
 - d. Invoices need to identify SMC Project Manager and SMC Project.
 - e. Invoices will be submitted to StormwaterAP@lakecountyil.gov.

TERMS AND CONDITIONS

3. The Agreement for Professional Engineering Services shall be effective through April 6, 2024.
4. The SMC may make, by written Order and agreed to by the CONSULTANT, changes in the scope of the work assignment if such changes are within the general scope of the Agreement.
5. The SMC or CONSULTANT may at any time, terminate this Agreement in whole or in part by written or verbal notice confirmed in writing. Upon notice of termination, the SMC will assume responsibility for services rendered to the point of termination. SMC will pay to the CONSULTANT any costs incurred prior to notification and any reimbursable expenses and reasonable costs relating to the termination. All services, property, publications, or materials provided during or resulting from the Agreement shall be the property of the SMC.
6. This Agreement shall be governed by and construed according to the laws of the State of Illinois.
7. CONSULTANT will maintain INSURANCE coverage as required by Lake County Purchasing for Professional, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with generally accepted legal and business requirements. Certificates evidencing such coverage must be provided to SMC prior to undertaking any assigned work.
 - a. CONSULTANT will provide certificates of insurance per work assignment.
 - b. Certificates of insurance must include project name and additionally insured to the COI section DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES.
 - c. Additionally insured to include Lake County Stormwater Management Commission, and any property entities where work assignment is occurring, including Municipality, Township, or public and or private property owners.
 - d. Certificates of insurance will be submitted to StormwaterAP@lakecountyil.gov.
8. This Agreement shall not be assigned, altered or modified without the express written consent of both parties except as provided in paragraph 4 above. The CONSULTANT shall not reject any reasonable change proposed in the best interest of the project by SMC. This Agreement supersedes any and all other Agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
9. Consultant shall act as an independent contractor and shall perform the services provided for in this Agreement in accordance with the generally accepted standard of care of the CONSULTANT'S profession.
10. CONSULTANT agrees to fully indemnify and hold SMC, its employees, and agents harmless of, from, and against any and all claims, costs, expenses (including attorney's fees), judgments, penalties, liabilities or losses which may be sustained by or secured against SMC, its employees, and agents, arising from the negligent acts, errors or omissions of the CONSULTANT, its employees, and agents arising out of or connected with the performance of

this Agreement.

11. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and are binding on Consultant and SMC.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

**LAKE COUNTY STORMWATER
MANAGEMENT COMMISSION**

CIORBA GROUP, INC.

Kurt Woolford, P.E.
Executive Director

Tony Wolff, P.E., CFM
Vice President – Water Resources

Date: _____

Date: _____

EXHIBIT A:

FEE SCHEDULE FOR CONSULTANTS AND SUPPORT SERVICES

A schedule of the hourly rates currently in effect for employees follows:

Ciorba Group base hourly rates through December 31, 2023, to be multiplied by 3.0 for billing rates:

POSITION	BASE HOURLY RATE
Principal	\$100.00
Project Manager	\$94.00
Lead Structural Engineer	\$88.00
Senior Project Engineer	\$73.00
Project Engineer	\$60.50
Senior Engineer	\$47.00
Structures Engineer II	\$42.00
Engineer II	\$39.00
Structures Engineer I	\$37.00
Engineer I	\$36.00
Senior Technician	\$49.50
Technician	\$39.50

Direct costs and subconsultant costs will be charged at the rate incurred with no (0%) markup. Mileage is charged at 65.5 cents/mile.



VENDOR DISCLOSURE STATEMENT

Vendor Name:	Ciorba Group, Inc.		
Address:	8725 W Higgins Rd Suite 600 Chicago IL 60631		
Contact Person:	Melissa Bentz	Contact Phone #:	773-355-2923
Bid/RFP/SOI/Contract/Renewal:	2022 SMC GES RFP		

Vendors wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form in advance of award. This disclosure statement is not required for utility companies regulated by the Illinois Commerce Commission or local units of government. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, executives, officers, account managers or other similar managerial positions of the vendor's company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, executive, officer, account manager, or other similar managerial position of the vendor to any county board member, county board chair, or countywide elected official within the last five years.

If there is nothing to report in a section, please state none in the appropriate space.

FAMILIAL RELATIONSHIPS

List names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor's company have a familial relationship and the nature of the relationship. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Name and Department/Agency of Lake County Employee/Public Official		Familial Relationship
None		

CAMPAIGN CONTRIBUTIONS

List campaign contributions that have been made within the last five years that exceed \$150 annually. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
None				

Continuing disclosure is required if information changes. Vendor Disclosure Statements are available at doingbusiness.lakecountyil.gov

The full text of the County's Ethics and Procurement policies and ordinances are available at www.lakecountyil.gov.

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	CFO
Printed Name:	Melissa Bentz	Date:	09/25/2023

Vendors must insert "x" in the following box indicating exception and provide a brief narrative for exception.

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