

**AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
and HR GREEN INC.**

**for CONCEPT DEVELOPMENT ENGINEERING SERVICES
STEARNS ROAD MULTI-USE TRAIL - DuPAGE/KANE COUNTY LINE TO MUNGER ROAD
Section No. 23-00285-02-BT**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2024 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and HR Green Inc., licensed to do business in the State of Illinois, with offices at 2362 Sequoia Drive, Suite 101, Aurora, IL 60506, (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 engineering services for concept development for Stearns Road Multi-Use Trail (DuPage/Kane County Line Road to Munger Road), Section: 23-00285-02-BT, (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 for an amount not to exceed \$169,263.48; and

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance and transportation projects are required to conform to the Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure that the contractor complies with the Stormwater Ordinance in the event the PROJECT necessitates this scope of work; and

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"), 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 as referenced 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 after the execution of the AGREEMENT. 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 October 31, 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 work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1. The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in Exhibit A or as otherwise agreed to by the COUNTY and the 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 \$169,263.48. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. 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 adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.
- 7.3.a If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.
- 7.4 Direct expenses are costs 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 visiting the website of the Illinois Department of Labor at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 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 include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an

insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least 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, to the extent permitted by law indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers 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

11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. 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. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on October 31, 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 October 31, 2025.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration 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.

15.3 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:

HR Green Inc.

2363 Sequoia Drive, Suite 101
Aurora, IL 60506
ATTN: Jeff Strzalka
Senior Project Manager
PHONE: 815.759.8359
EMAIL: jstrzalka@hrgreen.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@dupagecounty.gov

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires, or natural disasters.

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, with proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply 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 selectin of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 The CONSULTANT'S key personnel specified in the AGREEMENT Jeff Strzalka, Senior 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.

(remainder of page left intentionally blank)

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

COUNTY OF DUPAGE

HR GREEN INC.

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

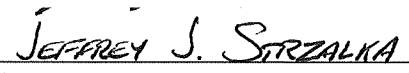
Andrew Mrowicki,
President of Transportation &
Construction

ATTEST BY:

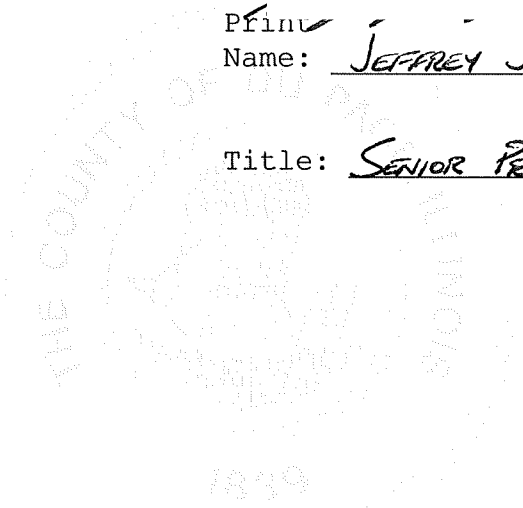
ATTEST BY:

Signature on File

Jean Kaczmarek
County Clerk

BY: 
Name: JEFFREY J. STRZALKA

Title: SENIOR PROJECT MANAGER





**EXHIBIT A
SCOPE OF SERVICES**

**DuPage County Division of Transportation
Stearns Road Multi-Use Path (DuPage/Kane County Line to Munger Road)
Section: 23-00285-02-BT**

1.0 Project Understanding

1.1 General Understanding

CLIENT desires a multi-use path (MUP) alternatives analysis for the Stearns Road corridor between the DuPage/Kane County Line to Munger Road. The proposed endeavors to fill a gap in the existing bicycle network and provide a continuous east-west non-motorized connection between James Pate Philip State Park and the existing County bike path at Munger Road offering an alternative mode of transportation, connecting residents and stakeholders to employment centers as well as recreation facilities.

The alternatives analysis will study the corridor and determine the most appropriate location and alignment for the MUP connection. Typically, a MUP generates the most users when the connection between destinations is easily accessible, safe, off-road, and direct.

1.2 Design Criteria/Assumptions

It is assumed that local funds (non-federal) will be used for engineering and construction based on current information from the CLIENT. The CLIENT administers Motor Fuel Tax (MFT) funds under the Agreement of Understanding with IDOT, thus reducing IDOT oversight.

The project will proceed in accordance with the CLIENT design criteria and standards as well as the IDOT BLRS Manual Chapter 42 for Bicycle Guidelines, and the AASHTO Guide for the Development of Bicycle Facilities.

Scope of services performed by the COMPANY shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Land Surveying

A. Right of Way (ROW) Survey



COMPANY will recover existing ROW evidence for approximately 1.9 miles of Stearns Road from the DuPage/Kane County line to the intersection of Munger Road in DuPage County, IL. COMPANY will calculate the existing ROW as shown on provided plat of dedication/ROW maps and recorded subdivision plats to include on the base map.

B. Topographic Survey

COMPANY will perform a limited topographic survey on both sides of Stearns Road within the limits described above, and also including an area north of Stearns Road between the water's edge of two ponds of an identified wetland complex nearly 1,700 feet east of the main entrance to James Pate Philip State Park. The survey will include both traditional topographic survey and survey data collection via an unmanned aerial vehicle (UAV)/drone.

The UAV survey will include visible existing features and improvements utilizing an unmanned aerial vehicle (UAV). The UAV will be equipped with a LiDAR sensor capable of collecting bare earth ground elevations through existing vegetation such as trees and dense wetland plant growth. The UAV survey area will include the entire Stearns Road ROW within the study limits, extending to 10-feet beyond the existing ROW at both sides of the road, and the area north of Stearns Road at the wetland complex as identified above.

Traditional topographic survey will supplement the UAV survey, and include the white edge line of Stearns Road, edge of pavement, existing wetlands limits, above ground utilities, rim elevations of underground utilities, and railroad top of rail.

C. Topographic Survey Base Map

COMPANY will generate a MicroStation ORD drawing/base map, and terrain model including one (1) foot contour intervals, of the existing features collected within the project limits according to IDOT standards. Survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011) and NAVD88 (US Survey Feet).

2.2 Wetland Delineation

COMPANY will complete a wetland delineation, including Water of the U.S. (jurisdictional wetlands and open water resources) and potentially isolated wetlands, within the study area both north and south of Stearns Road. The wetland delineation and report shall be prepared in accordance with the current USACE methodology and conducted during the growing season. Wetlands will be classified as critical or regulatory per the DuPage County Stormwater Ordinance. The delineation will include a Floristic Quality Assessment using the latest Chicago District calculator to obtain an FQI and C-Value in accordance with USACE Chicago District requirements to determine if wetlands are critical or regulatory. Additionally, a Mean Rated Wildlife Quality using the Michigan DNR Method will be conducted in accordance with the DuPage County Stormwater Ordinance.



The delineation report will include an aerial photograph with the data points and wetland boundaries clearly labeled. Wetland boundaries will be recorded with GPS units with sub-meter accuracy. For wetlands areas extending out of the ROW or public lands, wetland boundaries will be extended using field observations, wetland inventories, soil surveys, and the most recent available photography.

Buffer areas for critical wetlands extending 100 feet from the wetland boundary and 50 feet from and regulatory wetland boundaries will be mapped in the delineation report. COMPANY will meet with DuPage County Stormwater Management, if necessary, to verify wetland delineation.

If present, stream indicators, including an ordinary high-water mark, defined bed and banks, sediments sorting and other features will be recorded in the field and streams will be identified and classified as ephemeral, intermittent, or perennial.

The delineated wetland areas will be evaluated to determine the wetland impact acres for each alternative as part of the alternative analysis.

Jurisdictional determinations with the USACE and wetland permitting coordination will be deferred to future phases of the project.

2.3 Environmental Evaluation

CLIENT intends to fund the project fully (Phase I, II, and III) using local funds. However, CLIENT will keep their options open and may decide to pursue Federal funds later. During the Feasibility Study, it will be important to be consistent with the NEPA process such that any results or decisions made can be relied on during future phases should Federal funding decide to be pursued.

The following is a summary of the environmental resources typically reviewed and the anticipated involvement during the Alternatives Analysis. The environmental evaluation will include an evaluation of three main alternatives with one alternative having a variation/non-linear roadway alignment developed/evaluated. When applicable, the environmental resource below will be evaluated for impacts for each alternative and compared via an evaluation matrix.

- Social/Economic – A high level review will be conducted pertaining to the potential social and economic impacts associated with the evaluated alternatives. This will include a review of regional and local pedestrian and bicycle facilities and how the proposed MUP will complement the existing system. ROW acquisition needs will also be considered as part of the evaluation.
- Agricultural – No coordination with the Illinois Department of Agriculture (IDOA) or the Natural Resources Conservation Services (NRCS) is anticipated during the alternatives analysis. ROW acquisition acres for each alternative will be compared to the thresholds in the IDOT Bureau of Local Roads (BLR) Manual (Section 20-10.05(a)) to evaluate the potential coordination required for Phase I. Coordination



with IDOA and NRCS will be required in future phases if the thresholds are exceeded, and Federal funding is decided to be pursued and used.

- Cultural – It is assumed at this point that the project improvements will not directly impact any buildings or structures. It is further assumed by the structures seen to date, none will qualify as historic and thus, none of the proposed work would impact the surrounding character of the area either. The Illinois Department of Natural Resources (IDNR) Historic & Architectural Resources Geographic Information System (HARGIS) does not show any architectural resources in the project corridor. The HARGIS review will be documented as part of the Feasibility Study. A Section 106 report and a Section 4(f) report are not included in this SCOPE OF SERVICES.
- Air Quality – Air quality regulations fall under 40 CFR Part 93 - Determining Conformity of Federal Actions to State or Federal Implementation Plans. The project is not listed in the CMAP TIP database but is anticipated to be exempt from an air quality conformity analysis simply because of the nature of the project, adding a non-motorized MUP.
- Noise – The proposed project will not meet the definition of a Type I project under 23 CFR Part 772. Therefore, a traffic noise analysis will not be required.
- Natural Resources – The corridor will be qualitatively reviewed for any ‘high quality’ trees. This will include a general review of trees that may provide bat habitat. An approximation of the number or acres of trees impacted will be made for each alternative. A tree survey will be deferred to a future phase of the project.
- Threatened and Endangered Species – Threatened and endangered species will be reviewed using the IDNR Ecological Compliance Assessment Tool (EcoCAT) and submitted for information purposes only. It is already known that the project area is within a High Potential Zone for the Rusty Patched Bumble Bee (RPBB).

Additionally, the northern long-eared bat (NLEB) is known to occupy roosts in forest and wooded areas. If any potentially impacted trees are a potential NLEB habitat, this will be noted along with the results of the IDNR database review.

- Water Quality/Resources – The nearest water resource is a tributary to Brewster Creek that flows through James Pate Phillips State Park. This resource merges with Brewster Creek and eventually the Fox River west of the project area. No direct impacts to these water resources are anticipated, and therefore, no coordination with IEPA or IDNR is anticipated. Water quality or pollutant loading analyses are not included.
- Special Waste – Federal, state, and local databases will be reviewed using commercially available database search services. This information will be reviewed, and site locations will be tabulated and compared to the IDOT BLR Manual search distance criteria and the project alternatives. A table will be included in the



alternatives analysis report with a summary narrative of the database review results. Site locations will be plotted on project maps and used to assess the potential for project impacts.

- Special Lands – Public lands within the corridor include areas owned by the Illinois Department of Natural Resources (shown as the Illinois Department of Conservation on DuPage County parcels maps) and the Forest Preserve District of DuPage County (FPDDC). ROW and easements required from these lands will be evaluated as part of the alternative analysis. Coordination with both these entities will be conducted during the Alternatives Analysis. Discussions with the IDNR and the FPDDC will be used to coordinate the level of involvement of each entity and to determine the funding sources used to acquire the land, including LAWCON, OSLAD, or bike grant funding. Section 4(f) will only be required in future phases if FHWA is involved because federal funding was pursued and awarded.

2.4 Stakeholder Outreach

The stakeholder involvement process will include several project coordination meetings with identified stakeholders, and one (1) Public Information Meeting (PIM).

A. Project Coordination Meetings

Multiple coordination meetings will be required during the project. COMPANY will coordinate the meeting times and locations with the attendees, provide required exhibits, and include preparation of meeting minutes. The coordination and meetings are estimated below:

- CLIENT
 - Project Kickoff meeting (1); and
 - Design/Alternatives Coordination meetings (2).
- Village of Bartlett
 - Project introduction and alignment review meeting (1).
- Illinois Department of Natural Resources (IDNR)
 - Project introduction and alignment review meeting (1).
- Forest Preserve District of DuPage County (FPD)
 - Project introduction and alignment review meeting (1).
- DuPage County Stormwater Management
 - Project introduction and alignment review meeting (1).
- ComEd
 - Project introduction and alignment review meeting (1).



- Canadian National Railway (CN)
 - Project introduction and alignment review meeting (1).
- Wayne Township Road District (WTRD)
 - Project introduction and alignment review meeting (1).
- Meeting Requirements
 - COMPANY will have two (2) representatives at each meeting.
 - COMPANY will prepare the meeting minutes for all meetings attended.

B. PIM

The PIM will introduce the project to all stakeholders, introduce preferred alternatives that have been analyzed, define the project schedule, and solicit attendee's input.

Conduct one (1) public informational meeting (PIM) that will be attended by two (2) members of the COMPANY. This task includes preparation of display materials and hand out information. The CLIENT will be responsible for reserving an appropriate meeting facility. COMPANY will maintain the list of attendees, documentation of written comments, and provide a written summary of each public information meeting.

Below is a more detailed list of anticipated tasks to be completed for the PIM:

- Selection and coordination with meeting venue, preferably close to the project.
- Preparation of invitation letters or postcards to stakeholders (mailing list developed by CLIENT).
- Preparation of PIM newspaper display advertisement.
- Preparation of PIM brochure.
- Preparation of PIM exhibit boards.
- Typical Section and Concept Intersection renderings of the proposed conditions.
- Attendance at PIM meeting.
- Preparation of PIM summary and disposition of comments.

2.5 MUP Study

COMPANY will investigate and analyze potential regional non-motorized path alignments along the north and south sides of Stearns Road between the DuPage/Kane County line and Munger Road. Alternatives will include off-street bike paths separated from Stearns Road.

A. Alternatives Analysis

COMPANY will investigate and analyze up to two main alternatives with a variation of one alternative for the potential new MUP along the Stearns Road corridor. The two main alternatives include the following:



- South side MUP. Off-street path separated from the vehicles by 5' to 15'. Two-way bicycle traffic on the path generally positioned along the south side of Stearns Road and parallel to the roadway.
- North side MUP. Off-street path separated from the vehicles by 5' to 15'. Two-way bicycle traffic on the path generally positioned along the north side of Stearns Road and parallel to the roadway.
 - The north side MUP will also study an alignment/deviation from the Stearns Road corridor in which a potential MUP alignment diverges north from Stearns Road and traverses between two identified wetlands. This identified alignment is meant to explore and limit wetland impacts.

A 10' wide off-street path will be assumed during the Alternatives Analysis in order to be as conservative as possible with the impacts analysis. An 8' wide path may be considered during future phases of the project if desired by the CLIENT to provide increased avoidance of valuable resources and/or land acquisition.

The MUP study for each of the options will establish preliminary construction limits, provide a determination of tree impacts (if any), investigation of environmental impacts including wetlands, a drainage impact analysis, crash data review, and anticipated land acquisition and construction costs.

B. Preliminary Design Study

Preliminary horizontal and vertical geometrics will be developed and transposed on 1" = 20' aerial maps to determine the impacts the improvements will have on the surrounding area (utilities, environment, residents, businesses, drainage, constructability, cost, etc.). COMPANY will also develop existing and proposed typical sections and preliminary opinions of probable cost.

C. Technical Memorandum

COMPANY will review the compiled data to document operational and/or environmental concerns within the project area. The findings of the alternatives analysis will be summarized in a Technical Memorandum. The memorandum will document the results of the alternatives analysis as well as the recommended MUP improvement(s). The memorandum will show the improvements are consistent with CLIENT, IDOT and FHWA objectives, and will be designed and constructed in accordance with CLIENT policies and criteria.

2.6 Utility Coordination

The proposed improvements will require coordination with public and private utilities that have facilities within the project corridor. COMPANY will coordinate with utility companies/agencies found to have facilities located within the vicinity of the project limits through a JULIE Design Stage/Planning Information Request. A request will be made for these utilities to provide any available maps of existing facilities. Existing utility mapping



obtained will be added to the existing condition base maps on the appropriate CAD utility layer.

Further coordination and meetings with utility companies will be deferred to future phases of the project.

2.7 Quality Assurance and Quality Control

Quality Assurance and Quality Control (QA/QC) will be provided in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review, and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection/rating of subconsultants, and monitoring of deliverables.

COMPANY will perform the following reviews prior to each of the three (3) milestone submittals:

- Quality Control Check – Project Manager;
- Peer Review – Senior Engineer not involved with project on a daily basis; and
- Field Review - Preparation of materials for a field exam, participation in the field exam to review the existing conditions, take photographs, and assess how the proposed work may affect the project corridor.

For budget purposes, it is assumed that two (2) staff members of the COMPANY will attend the field exams at both project locations.

2.8 Project Administration

A. Project Management

For the duration of this project, this task will involve the management oversight of the project which will include the on-going review of the project execution, work product, document control scope, schedule and budget, contract file management, and preparation of monthly progress reports.

B. Quality Control Plan

Design peer reviews will be performed by the COMPANY prior to all milestone submittals to the CLIENT.

C. Project Monitoring

Maintain the system for monitoring progress and expenditures to allow monthly tracking by task.

D. Project Coordination



Maintain communications with the CLIENT and other designated representatives. Establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

3.0 Deliverables and Schedules Included in this Agreement

The following deliverables will be generated for this project and are included in this AGREEMENT:

- A. MUP Alternatives Analysis Technical Memorandum with attachments;
- B. Wetland Delineation & Report;
- C. Typical Section, Concept Renderings & Mapping Exhibits;
- D. Meeting minutes of all meetings attended;

The schedule below was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

The Consultant shall complete the following phases of the project in accordance with the schedule shown; assuming notice to proceed is issued by the CLIENT in May 2024.

Land Surveying	May 2024
Wetland Delineation	May 2024
Environmental Evaluation	June 2024 – September 2024
Develop MUP Alignments	June 2024 – September 2024
Stakeholder Meetings	August 2024 – October 2024
PIM	November 2024
Submit Draft Technical Memorandum to CLIENT	November 2024
Submit Final Technical Memorandum to CLIENT	December 2024

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- A. Subsurface Utility Exploration (SUE) via potholing or hydro excavating;
- B. Geotechnical investigation;
- C. Special waste analysis and certification;



- D. Formal Phase I engineering studies meeting IDOT guidelines;
- E. Phase II detailed design engineering and preparation of contract plans;
- F. Field/drain tile surveys;
- G. Plat of Highways and Land Acquisition services;
- H. Tree sizes, species identification, health, structure and/or tree mitigation;
- I. Formal LDS, EDP and/or PDP;
- J. Compensatory storage calculations/floodplain calculations;
- K. IDNR-OWR permitting/coordination;
- L. Wetland permit coordination;
- M. Section 4(f) Studies;
- N. Mailing of PIM notification letters or postcards will be completed by CLIENT;
- O. Structural engineering; and/or
- P. Attendance at any meetings not specifically indicated herein.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate AGREEMENT, if desired.

5.0 Services by Others

None.

6.0 Client Responsibilities

The following CLIENT responsibilities are assumed as part of this AGREEMENT:

Provide historical traffic counts.

Provide access to County accident database (MS2).

Public Meeting venue rental, if needed.

Attend Public Meetings as needed.

Participate in project design reviews and provide written comments.

CLIENT will provide any existing and/or proposed plans concerning the various roadways throughout the project corridor.

The unmanned aerial vehicle (UAV) mission may include some overlap onto adjoining owners' property. The COMPANY's FAA certified Remote Pilot will monitor the flight path



Stearns Road Multi-Use Path – Alternatives Analysis
HR Green Project No.: 2202904
November 22, 2023
Revised December 11, 2023
Revised January 18, 2024
Revised March 13, 2024
Page 11 of 11

and adhere to FAA rules and regulations relating to unmanned aerial system flights.
COMPANY is not responsible for contacting adjoining owners that may fall within this flight path. Notification of owners is at the discretion of the CLIENT.

Work Breakdown Structure and Staff Hour Estimate

Stearns Road MUP
Pre-Phase I - Alternatives Analysis
DuPage County Division of Transportation
HR Green Project Number: 2202904

DATE: 11/20/23

Task	SHEETS	Principal Sr PM	Senior Professional Sr PM	Senior Professional Sr PM	Professional Lead Engineer	Junior Professional PE I	Sr Technician Sr Design Tech	Professional Group Leader	Professional PM - Survey	Field Personnel SLS I	Senior Professional Sr PM	Professional Lead Enviro Planner	Junior Professional Staff Scientist I	Corporate Admin Graphic Designer	Admin Coordinator Admin	Total
2.1 - Land Surveying		0	0	0	0	0	0	12	101	130	0	0	0	0	0	243
ROW Survey								2	20	40						62
Topographic Survey								6	45	90						141
Base Map								4	36							40
2.2 - Wetland Delineation		0	0	0	0	0	0	0	0	0	8	24	36	0	0	68
Field Delineation and Report																68
Alternatives Evaluation (including wetland banking cost estimate)											8	24	36			8
2.3 - Environmental Evaluation		0	0	0	25	0	20	0	0	0	50	7	2	0	0	104
Social/Economic - Regional ped/bike and ROW evaluation					4		4				8					16
Agricultural - ROW comparison to BLR/IDOA thresholds					1		4				4					9
Cultural - HARGIS documentation											4					4
Air Quality - No Involvement																0
Noise - No Involvement																0
Natural Resources - Overall alternative impact evaluation							4				2	3	2			11
Threatened and Endangered Species - EcoCAT and NLEB evaluation for tree habitat											8	4				12
Water Quality/Resources - No Involvement																0
Special Waste - Database review coord and alternative comparison to listed sites					4		4				16					24
Special Lands - ROW evaluation and coordination with IDNR and FPDDC					16		4				8					28
2.4 - Stakeholder Outreach		24	52	0	0	0	10	0	0	0	0	0	0	56	20	162
CLIENT Kickoff Meeting (1 @ 2 hours, 2 persons)		2	2													4
CLIENT Design Coord Meeting (2 @ 2 hours, 2 persons)		4	4													8
Village of Bartlett Meeting (1 @ 2 hours, 2 persons)		2	2													4
IDNR Meeting (1 @ 2 hours, 2 persons)		2	2													4
DuPage County Stormwater Meeting (1 @ 2 hours, 2 persons)		2	2													4
FPD Meeting (1 @ 2 hours, 2 persons)		2	2													4
ComEd Meeting (1 @ 2 hours, 2 persons)		2	2													4
CN Meeting (1 @ 2 hours, 2 persons)		2	2													4
WTRD Meeting (1 @ 2 hours, 2 persons)		2	2													4
Meeting Preparation (10 @ 2 hours)			10				10									20
Meeting Minutes (10 @ 2 hours)			10												10	20
PIM Invite Letters & Distribution															8	8
PIM Public Newspaper Advertisement			1												1	2
PIM Brochure			1											8		9
PIM Exhibit Boards (6 exh @ 1 PIM @ 6hrs/exh)			2											34		36
PIM Typical Section and Concept Intersection Renderings (2 colored exh @ 8 hrs each)			2											14		16
PIM Attendance		4	4													8
PIM Summary and Disposition of Comments			2												1	3
2.5 - MUP Study		4	37	0	94	100	180	0	0	0	0	0	0	14	0	429
Preliminary Typs (3 @ 2 hrs each)						6										6
Alignments (2.5 @ 12 hrs each)					20		10									30
Preliminary Profiles & PnP Sheets (1" = 20') (2.5 @ 16 hrs each)					20		20									40
Preliminary OPC (2.5 @ 8 hrs each)*					4	16										20
Preliminary Cross Sections/Construction Limits (c.L=10,000' @ every 100' @ 2.5 align - 1 hrs/xsec)+					50	50	150									250
Aerial Mapping Exhibits (2.5 @ 6 hrs each)			1											14		15
Alternatives/Constraints Comparison Matrix (1 matrix @ 16 hrs)		4	12													16
Crash Data Review & Summary (1 @ 8 hrs)						8										8
Technical Memorandum (1 rpt @ 40 hrs)			20			20										40
Disposition of Comments (1 @ 4 hrs each)			4													4
2.6 - Utility Coordination		0	0	0	0	9	8	0	0	0	0	0	0	0	0	17
JULIE Design Stage Request Ticket						1										1
Utility Base Mapping (4 utilities @ 4 hrs/util)						8	8									16
2.7 - QA/QC		4	0	24	0	0	0	0	0	0	8	0	0	0	0	36
Environmental Eval		4									8					12
MUP Study				24												24
																0
2.8 - Project Administration		0	11	0	0	0	0	0	0	0	0	0	0	0	11	22
General Project Administration (11 months @ 2 hours per month)			11												11	22
Total		32	100	24	119	109	218	12	101	130	66	31	38	70	31	1,081

* Includes the tabulation and checking of all applicable pay items.
+ Does not include CAD earthwork computations.

EXHIBIT A
Page 13 of 17

Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME HR Green, Inc.
PRIME/SUPPLEMENT PRIME

DATE 04/17/24
PTB NO. _____

CONTRACT TERM 17 MONTHS
START DATE 4/1/2024
RAISE DATE 4/5/2024

OVERHEAD RATE 181.10%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

4/1/2024 - 4/1/2024

4/2/2024 - 4/1/2025

4/2/2025 - 9/1/2025

0
17

12
17

5
17

= 0.00%
= 1.0391

72.71%

31.20%

The total escalation for this project would be:

3.91%

EXHIBIT B

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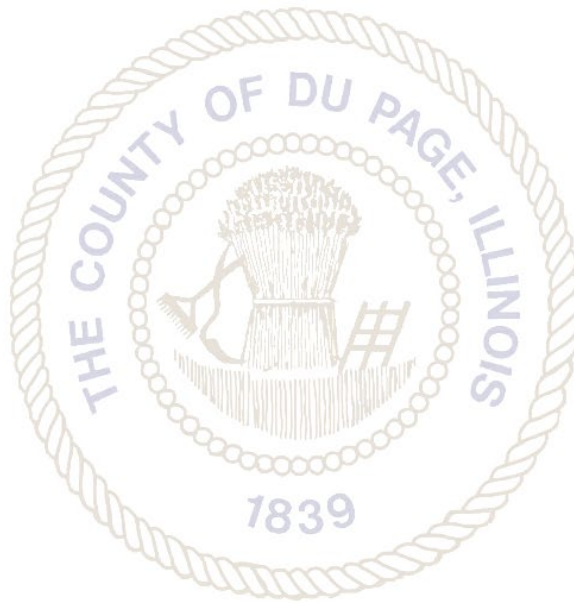


Exhibit C Notes

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).
4. 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).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

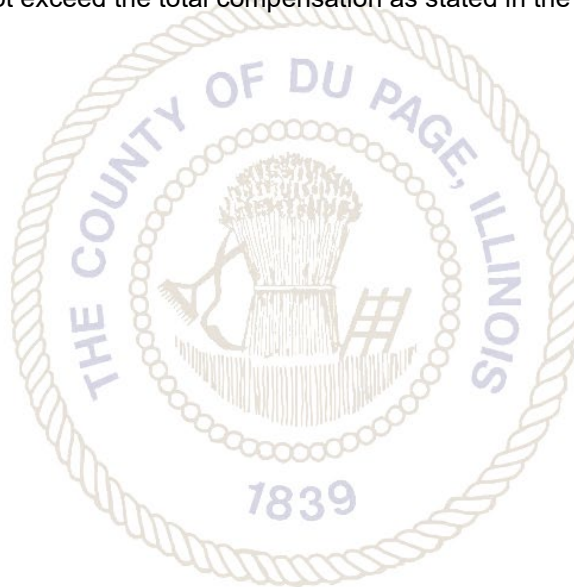


EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION

CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of _____ hereby
notifies the COUNTY through the DIVISION OF TRANSPORTATION that they need to
reassign staff for the _____ project, Section No.

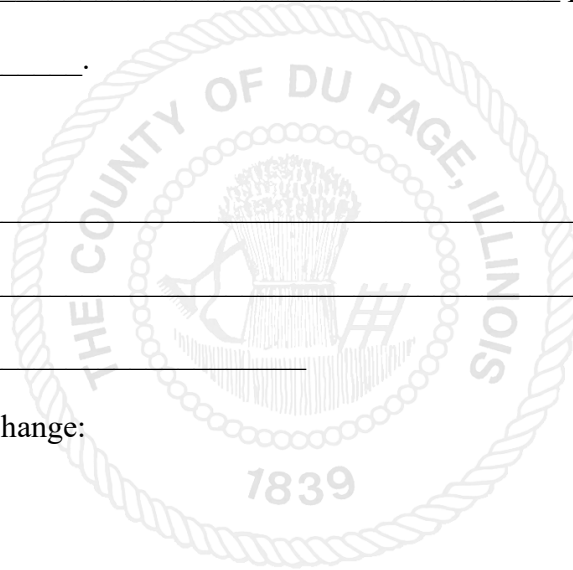
_____.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change:



Proposed Replacement: _____ (attach resume)

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



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
HR Green, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date _____		

Consultant
 HR Green, Inc.

Item	Allowable	Utilize <small>W.O. Only</small>	Quantity <small>J.S. Only</small>	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 checked="" type="checkbox"/>	800	\$0.67	\$536.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
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 checked="" type="checkbox"/>	2	\$85.00	\$170.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input checked="" type="checkbox"/>	9	\$58.00	\$522.00
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"/>			
LiDAR Sensor Rental	Actual cost	<input checked="" type="checkbox"/>	0.5	\$8,800.00	\$4,400.00
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$5,628.00

*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

Quotation for HR Green Inc For TrueView 540 Rental 1-Month

Date: April 4, 2024

PREPARED FOR

HR Green Inc
Cedar Rapids, IA 52404

PREPARED BY

Chad Dillard
Chad.Dillard@group-md.com

Quotation: 2376
Quote Expiration date :
April 30, 2024



Introduction

GeoCue is pleased to provide 'HR Green Inc' with this quotation for the below products.

Pricing

The pricing is delineated in the Price Table below. All pricing is in USD.

Price Table:

SKU	Description	Qty	Net Price USD	Total (ex. tax) USD
TVR540	TrueView 540 Rental 1-Month	1	\$8,800.00	\$8,800.00

Total (ex. tax)	\$8,800.00
------------------------	-------------------

**Credit card payments over \$799 will be charged an additional 5%.
Shipping expenses are not included and will be added to the final invoice.**