

**AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
and PATRICK ENGINEERING INC.**

**for CONCEPT DEVELOPMENT AND PHASE I-PRELIMINARY ENGINEERING SERVICES
CH 43/COUNTY FARM ROAD AT CH 21/GENEVA ROAD INTERSECTION IMPROVEMENTS
Section No. 23-00179-33-CH**

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 Patrick Engineering Inc., licensed to do business in the State of Illinois, with offices at 2150 Western Court, Suite 100, Lisle, IL 60532, (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 and Phase I preliminary engineering for CH 43/County Farm Road at CH 21/Geneva Road Intersection Improvements, Section: 23-00179-33-CH, (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 preliminary engineering services and is willing to perform the required services for an amount not to exceed \$327,647.17; 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 if permitted in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed 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 May 31, 2026 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 \$327,647.17. 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(a) 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, reasonable 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 May 31, 2026, 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 May 31, 2026.

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. Such consent shall not be unreasonably withheld.

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:

Patrick Engineering Inc.

2150 Western Court, Suite 100
Lisle, IL 60532
ATTN: Jarrod Cebulski
PHONE: 630-816-7334
EMAIL: jcebulski@patrickco.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 Jarrod Cebulski, Project Manager, shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (EXHIBIT D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DUPAGE

PATRICK ENGINEERING INC.

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

JACQUELINE CEDULSKI
Director of Business Development

ATTEST BY:

ATTEST BY:

Jean Kaczmarek
County Clerk

Signature on File

BY: _____

Print

Name: MICHAEL DUMMAS

Title: SENIOR PROJECT MANAGER

Phase I - Engineering and Environmental Study		Manhours	
	<u>Item</u>	<u>Patrick</u>	
1	<u>Data Collection</u>		
	Initial Project Field Review (3 ppl. X 4 hours)	12	
	Obtain Data from Agencies (zoning, district boundaries, emerg. routes, developments, etc.)	4	
	Prepare Maps and Charts of Data Collected and Analyze Data	4	
	Perform Traffic Counts	by Atlas	
	Compile Traffic Counts, Review Historical Traffic Data, Coordinate 2050 Projections	by Sam Schwartz	
	Design JULIE Locate, Utility Letters, Obtain Utility Data	8	
	Incorporate Utility Data into Project Base File	8	
	Prepare Aerial Mosaic	2	
	Coordinate/Compile/Catalog GIS Data	2	
		40	
		Subtotal Workhours =	40
		Estimated Direct Cost =	\$115
	Document Acquisition Costs	\$50	
	Travel (1 day @ \$65/day)	\$65	
2	<u>Survey</u>		
	Coordinate Survey by Subconsultant	4	
	Review Survey Data for Accuracy and Completeness	8	
		Subtotal Workhours =	12
		Estimated Direct Cost =	\$65
	Travel (1 day @ \$65/day)	\$65	
3	<u>Crash Analysis</u>		
	Coordinate and Review Crash Analysis by Subconsultant	4	
		Subtotal Workhours =	4
		Estimated Direct Cost =	\$0

Phase I - Engineering and Environmental Study		Manhours	
	<u>Item</u>	<u>Patrick</u>	
4	<u>Environmental Analyses</u>		
	ESRF and Associated Exhibits	24	
	Prepare Historic Structures Photo Log for ESRF	8	
	Wetland Delineations and Report and Jurisdictional Coordination with USACE	By Hey	
	Tree Identification and Impact Assessment (location and size tabulation under survey task)	0	
	Air Quality Coordination with IDOT and COSIM Analysis	4	
	Special Waste PESA	48	
	Section 4(f) Evaluation (assumed de minimis)	0	
	Wetland Impact Evaluation Forms	8	
	Field Trips to Area (1 trip x 4 hours x 2 people)	8	
		Subtotal Workhours =	100
		Estimated Direct Cost =	\$565
	Travel (1 day @ \$65/day)	\$65	
	EDR Database Report for PESA	\$500	
5	<u>Alternative Geometric Studies</u>		
	Plan Studies for Alternatives (up to 3) and Concept Geometrics	0	
	Conceptual Profile Studies	0	
	Plan and Profile Sheets Mainline 1"=50' (5 sheets x 30 hrs/sht)	150	
	Cross-Sections at 50' Intervals (100 sections @ 1 hrs./section)	100	
	Cross-Section Coordination with Drainage Needs	20	
	Typical Cross-Sections and Details	14	
	Analysis of Bike Path/Sidewalk Options	Sam Schwartz	
	Design of Bike Path/Sidewalk Facilities	24	
	Finalize Proposed ROW Line and Calculate Areas per Parcel	12	
	Assess Utility Conflicts and Prepare Utility Conflict Table	16	
	Develop and Update Preliminary Construction Cost Estimates	20	
	Identify and Process Design Exceptions	16	
	ADA Ramp Design (20 ramps at 2 hours each)	40	
	Identify Funding Options and Support Applications	0	
	Field Trips to Area (1 trip x 4 hrs. x 2 people)	0	
		412	
		Subtotal Workhours =	412
		Estimated Direct Cost =	\$25
	Travel (1 day @ \$65/day)	\$0	
	Materials and Reproduction		
	100 sheets @ \$0.25/sheet (11" x 17")	\$25	

Phase I - Engineering and Environmental Study		Manhours	
	<u>Item</u>	<u>Patrick</u>	
6	<u>Drainage Studies</u>		
	Existing Drainage System		
	Review sewer atlases against surveyed sewers and sewer structures	4	
	General Location Drainage Map	0	
	Existing Drainage Plans 1" = 50' (4 sheets @ 12 hrs/sheet)	48	
	Existing overall Drainage Plan (1 sheet)	0	
	Identified Drainage Problems (1 assumed)	4	
	Identified Base Floodplain (1)	2	
	Address comments and resubmit EDP	8	
	Proposed Drainage System		
	Design Criteria	2	
	Outlet Evaluations (2 @ 4 hrs/ea)	8	
	Storm Sewer Analysis (CivilStorm)	24	
	Right-of-Way Analysis for Detention	8	
	Right-of-Way Analysis for Ditches	16	
	Drainage Alternatives (2 @ 4 hrs/ea for roadway)	8	
	Local and Other Agency Coordination (2 mtgs x 4 hrs x 1 person + follow-up coordination)	12	
	Proposed Drainage Plans (4 sheets @ 26 hrs/sht),	104	
	Water Quality BMPs Permanent Measures	0	
	Wetlands Encroachment Evaluation, calculations and Exhibit	0	
	Identify Permit Requirements	4	
	Compensatory storage plan, cross-sections, calculations	40	
	Drainage Tech Memo	40	
	Culvert Analysis (2 Major Culvert Crossings)		
	HEC-RAS analysis for 2-36-inch culverts, exist. & prop. conditions	40	
	HY-8 analysis for the 60-inch x 38-inch culverts, exist. & prop. conditions	12	
	Waterway Information Tables (2 @ 4 hrs each)	8	
	Field Trips to Area (1 trips x 4 hours x 2 people)	8	
		400	
		Subtotal Workhours =	400
		Estimated Direct Cost =	\$229
	Travel (1 day @ \$65/day)	\$65	
	Materials and Reproduction		
	1 exhibit x 3 copies @ \$1.50/color exhibit (11" x 17") General Location Drainage Map	\$5	
	12 exhibits x 3 copies @ \$1.80/exhibit (22" x 34") Existing Drainage System	\$65	
	12 Exhibits x 3 copies @ \$1.80/exhibit (22" x 34") Proposed Drainage Plan	\$65	
	100 pages x 3 copies @ \$0.10/page (8.5" x 11") Draft, Pre-Final and Final Report	\$30	

Phase I - Engineering and Environmental Study		Manhours	
	<u>Item</u>	<u>Patrick</u>	
7	<u>Traffic Maintenance Analysis</u>		
	Determination of Traffic Maintenance	16	
	Prepare Traffic Maintenance Exhibits (Conceptual Only)	0	
	Preparation of Tech Memo	0	
		Subtotal Workhours =	16
		Estimated Direct Cost =	\$0
8	<u>Intersection Design Studies</u>		
	Coordinate Intersection Design Study with Subconsultant	4	
		Subtotal Workhours =	4
		Estimated Direct Cost =	\$0
9	<u>Preliminary Geotechnical Investigation</u>		
	Coordinate Geotech Work with Subconsultant	0	
		Subtotal Workhours =	0
		Estimated Direct Cost =	\$0
10	<u>Structural</u>		
	Retaining Walls Preliminary Structural Evaluation	0	
	Retaining Wall Cost Estimate	0	
		Subtotal Workhours =	0
		Estimated Direct Cost =	\$0

Phase I - Engineering and Environmental Study		Manhours	
	<u>Item</u>	<u>Patrick</u>	
11	Stakeholder Involvement		
	Prepare Stakeholder Involvement Plan	8	
	Compile Mailing List	0	
	Identify and Coordinate Public Meeting Location	0	
	Public Meeting Tasks		
	Prepare Display Ad		2
	Prepare Invitations and Mailing		6
	Prepare Brochure		16
	Prepare Exhibits		40
	Prepare Aerial Strip Map		40
	Additional Materials (Sign-in Sheets, Comment Forms, Table Signs, etc.)		1
	Dry Run (2 people x 2 hours)		0
	Attend Public Meeting (2 people x 5 hours)		10
	Address Comments Received		4
	Prepare Public Meeting Summary		3
	Subtotal		122
	Subtotal	122	
	Property Owner Letters and Exhibits (assume 15 properties @ 2 hrs. each)	30	
		Subtotal Workhours =	160
		Estimated Direct Cost =	\$850
	Mailing, Postage	\$0	
	Location Costs	\$0	
	Newspaper Display Ad Costs	\$0	
	Materials and Reproduction		
	400 pages @ \$1.00/page (8.5" x 11", color)	\$400	
	30 exhibit boards @ \$15.00/board (24" x 36", color)	\$450	
12	Project Development Report		
	Preliminary Report		
	Write Report, Proofread and Edit	40	
	Compile Exhibits, Maps, Charts, Graphs and Tables	40	
	Revisions	8	
	Preliminary Report Subtotal:		88
	Final Report		
	Revise Preliminary Report	24	
	Revise Exhibits	24	
	Edit, Print, Bind and Deliver	4	
	Final Report Subtotal:		52
		Subtotal Workhours =	140
		Estimated Direct Cost =	\$98
	Materials and Reproduction		
	200 pages x 3 copies @ \$0.10/page (8.5" x 11")	\$60	
	10 sheets x 3 copies @ \$0.25/sheet (11" x 17")	\$8	
	10 pages x 3 copies @ \$1.00/color page (8.5" x 11")	\$30	

Phase I - Engineering and Environmental Study		Manhours	
	<u>Item</u>	<u>Patrick</u>	
13	<u>Meetings and Coordination</u>		
	Meetings (15 mtgs. @ 2 hrs. x 2 ppl)	60	
	Meeting Minutes (15 meetings x 1 hr.)	15	
	General Coordination with DuDOT (18 months x 2 hrs. per month)	36	
	General Coordination with Subconsultants (3 subconsultants x 1 hour every other month)	27	
		Subtotal Workhours =	138
		Estimated Direct Cost =	\$425
	Travel (6 days @ \$65/day)	\$390	
	Materials and Reproduction		
	100 pages @ \$0.10/page (8.5" x 11")	\$10	
	100 sheets @ \$0.25/sheet (11" x 17")	\$25	
14	<u>Project Administration</u>		
	Scheduling, Budgeting, Internal Progress Meetings, Reporting, Invoicing (assume 18 months)	60	
		Subtotal Manhours =	60
		Estimated Direct Cost =	\$0
15	<u>QA/QC</u>		
	QA/QC Activities	60	
		Subtotal Workhours =	60
		Estimated Direct Cost =	\$0
	<u>SUMMARY OF WORKHOURS AND DIRECT COSTS</u>	<u>Workhours</u>	<u>Direct Costs</u>
1	Data Collection	40	\$115
2	Survey	12	\$65
3	Crash Analysis	4	\$0
4	Environmental Analyses	100	\$565
5	Alternative Geometric Studies	412	\$25
6	Drainage Studies	400	\$229
7	Traffic Maintenance Analysis	16	\$0
8	Intersection Design Studies	4	\$0
9	Preliminary Geotechnical Investigation	0	\$0
10	Structural	0	\$0
11	Stakeholder Involvement	160	\$850
12	Project Development Report	140	\$98
13	Meetings and Coordination	138	\$425
14	Project Administration	60	\$0
15	QA/QC	60	\$0
	TOTAL:	1546	\$2,372



March 5, 2024

Mr. Ryan Singer, Project Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

RE: Project Scope for Preliminary Engineering Services for County Farm Road at Geneva Road

Dear Mr. Singer:

This document describes the anticipated scope of work associated with Phase I Engineering and Environmental Studies for County Farm Road at Geneva Road for the DuPage County Division of Transportation (DuDOT). It is anticipated that this project will utilize federal funding and, as such, coordination will be required with the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA). It is anticipated that this Phase I study will follow Federal guidelines and will be documented via a Categorical Exclusion Group II Project Development Report (PDR) following IDOT's BLRS 22210 format and a Location Drainage Study (LDS).

The goal of the proposed improvement is to provide a cost-effective highway facility with sufficient capacity to satisfy the design year traffic demands while improving safety. It is anticipated that the Phase I design will include the addition of auxiliary turn lanes at the intersection of County Farm Road at Geneva Road. The design of the project will follow the guidelines set forth in IDOT's *Bureau of Local Roads & Streets (BLRS) Manual*, the American Association of State Highway and Transportation Officials' (AASHTO's) *A Policy on Geometric Design of Highway and Streets, 7th edition, 2018 (Green Book)*, and the *Manual on Uniform Traffic Control Devices (MUTCD)*.

The following is a narrative description of the scope of work anticipated to be required for this project.

Work Task 1 - Data Collection

Patrick will coordinate with DuDOT, IDOT, and other agencies necessary to obtain the following base data for the project area:

- **Prior Studies**
The Patrick Team will request historical project information from DuDOT concerning any prior or ongoing local studies and agreements or local and regional land use and transportation planning studies for the area. Patrick will compile this information to be incorporated into the design parameters for the intersection.
- **Traffic Data**
Traffic data will be collected for the study area. A 24-hour traffic count will be performed at the County Farm Road and Geneva Road intersection. The data will include vehicle classification, bicyclists, and pedestrians. The traffic data will be collected for weekday and weekend periods and will be collected one time. Based on the traffic data obtained, Patrick will coordinate with the Chicago Metropolitan Agency for Planning (CMAP) to develop 2050 traffic projections.
- **Aerial Photography**
DuDOT will provide aerial imagery for the project for use by Patrick.

- **GIS Data**
The Patrick Team will request from the County the available GIS data for the identified study area. The types of GIS Data the Patrick Team anticipates being available include one-foot contours (as available), environmental resources, property lines, roadway names, bus routes, mail routes, emergency routes, land use maps, zoning maps, school district maps, park district maps, fire district maps. The GIS shapefiles provided will be incorporated into the CAD base files for exhibits and use during the Phase I process.
- **Utility Information**
Patrick will coordinate with the DuDOT to receive any utility contacts and other available utility information (i.e., permits) and will coordinate with utility owners who have facilities within the study limits and obtain their atlas maps and/or related utility drawings and the information will be incorporated into the project base file based on the atlas maps provided.

The Patrick Team will prepare exhibits summarizing the information collected. The data collected will be used in the development of design criteria and to complete the IDOT BLRS Design Criteria Checklist. It is anticipated that this task will include field review of the project area and meetings to facilitate data collection efforts.

The Patrick Team will compile the pertinent data collected into the project database and develop an aerial mosaic of the project area.

Work Task 2 - Survey

A complete topographic survey will be completed for the study intersection. See the attached scope of work by Atlas for the survey details. Patrick will review and validate the survey information.

Work Task 3 - Crash Analysis

This task includes obtaining five (5) years of crash data from DuDOT and police reports for the study limits along County Farm Road and Geneva Road, including segment and intersection crash data, in order to prepare a Crash Analysis Report for the study area. The analysis will be updated with additional years of data as needed throughout the Phase I Study. We will prepare crash data tables, intersection collision diagrams, a plot of all the crashes occurring within the study area, and other exhibits as necessary to summarize the crash data.

Work Task 4 - Environmental Analyses

It is anticipated that this project will qualify as a Categorical Exclusion Group II (CE II). The Patrick Team will perform initial environmental field reconnaissance work and submit an Environmental Survey Request (ESR) form to IDOT for processing. The consultant will prepare a photo log of any potential historic structures along the corridor for submittal with the ESR. The consultant will perform additional reconnaissance and surveys to support the ESR submittal and expedite the overall resource identification process.

Wetland delineations will be performed. The limits of the wetlands will be located in GPS. The Patrick Team will coordinate directly with the USACE for determination of jurisdiction, which determines the mitigation requirements for any wetlands impacts.

The Special Waste Preliminary Environmental Site Assessment (PESA) will be prepared.

Stand-alone trees with a 6" diameter or greater and tree lines will be located by station-offset and size as part of the project survey for the corridor and evaluated with respect to impact under this task. A Northern Long-Eared Bat habitat assessment form will be completed as required by IDOT.

A traffic noise analysis is not anticipated to be required based on the spot intersection improvement scope of work. In addition, a COSIM Pre-Screen air quality analysis will be performed.

Wetland Impact Evaluation (WIE) forms will be completed for the Preferred Alternative. This includes preparing the WIE forms, associated exhibits, and identifying mitigation/avoidance options for impacted wetlands. For purposes of this proposal, it is assumed there will be two WIE forms prepared for this project.

A Section 4(f) Evaluation is not included for potential impacts to the Timber Ridge Forest Preserve, which is owned by the Forest Preserve District of DuPage County. If needed, this will be added later.

Work Task 5 - Alternative Geometric Studies

The Alternative Geometric Studies work task includes all work required to develop preliminary geometric alternatives for the project improvement.

Preliminary Alternatives

Based on the topographic survey and identified corridor deficiencies, preliminary concept geometry will be developed for the alternative recommended by the HCS analysis performed by Sam Schwartz. Proposed typical cross-sections will also be developed at this stage. The concept geometry will be based on optimum geometrics and minimizing impacts to adjacent properties, considering input and comments received from the DuDOT. Plan, profile and critical cross-sections will be developed to determine preliminary right-of-way needs for assessment of environmental and adjacent property impacts and cost estimates. In addition, the following factors will also be considered:

- Adherence to Design Standards
- Pedestrian/Bikepath Accommodation Requirements
- Environmental Impacts
- Drainage Impacts

Preferred Alternative

Upon approval of the Preferred Alternative based on coordination with DuDOT, Patrick will complete Phase I plan, profile and cross-section studies as required to complete Phase I engineering. This includes horizontal and vertical geometry, templated existing/proposed cross-sections, and right-of-way/easement determination for the project.

The Patrick Team will prepare preliminary plan and profile sheets showing existing and proposed horizontal and vertical geometry at a scale of 1"=50'. The proposed geometry will be set to meet all applicable State and DuDOT design criteria and to minimize right-of-way and impacts to adjacent properties to the extent possible, but also considering drainage and environmental mitigation needs, refined pedestrian and bicycle accommodation needs and construction staging needs. Typical sections for the proposed improvement will be finalized at this stage.

Existing and proposed cross-sections will be templated at 50' intervals and at all side streets, driveways and other grade controlling features to determine right-of-way and easement requirements, wetland impacts (if/where present), ditch locations and drainage patterns, and to fine-tune the proposed vertical geometry. Existing conditions cross-sections will be developed utilizing the topographic survey. These cross-sections

will show existing right-of-way, existing grade/ground elevation, proposed grade (top surface only), and proposed right-of-way and easements where necessary. Potential utility conflicts and relocation needs will be identified and discussed in the Project Development Report (PDR) as well as being illustrated on the plan and profile drawings. Preliminary ADA designs to determine ROW needs will be done for all four corners of the intersection (8 ramps) and all sidestreets and driveways (assumed 10 crossings, 20 ramps). Any design variances required for the proposed improvement will be identified and documented via BLR Form 22120 “Approval of Design Variance.”

During this task, it is expected that additional coordination/review will occur with DuDOT, IDOT, and the FHWA for review and/or comment/concurrence. At the end of this task, the project team will have completed preliminary geometry and identified the proposed project limits including the proposed right-of-way acquisitions and easements for inclusion with the certified letters to affected property owners. This task also includes development of the construction cost estimate for the Preferred Alternative.

Work Task 6 – Drainage Studies

The following Drainage Reports will be prepared as separate documents and will be referenced in the PDR:

- Existing and proposed drainage plans (EDP and PDP)
- Cross culverts analysis
- Drainage Technical Memo

This Roadway Drainage task includes development of an Existing Drainage Plan (EDP), a Proposed Drainage Plan (PDP), and a Drainage Tech Memo. Hydrologic and hydraulic analysis will be completed for two major roadway crossings. Coordination will occur with DuDOT regarding existing drainage patterns, concerns, potential stormwater detention, water quality needs, and the preferred location of water quality structures. There is a FEMA regulatory floodplain within the project limits; and compensatory storage for floodway fill will be required to comply with DuPage County’s Countywide stormwater and floodplain ordinance (CSFPO).

Existing Drainage Plan

Development of the EDP includes an evaluation of existing drainage conditions through a review of record development plans, roadway plans, maps, reports and field reconnaissance trips. Required items from the Data Collection task include pertinent as-built plans, USGS maps, soils maps, topographic maps, existing site stormwater studies and reports, and other pertinent data. Off-site and on-site drainage areas and existing drainage systems will be delineated on the base project mapping. Specific work tasks associated with development of the EDP include the following:

- Identify the tributary drainage areas
- Identify the existing drainage systems and patterns
- Identify existing drainage outlets
- Identify drainage problems and instances of flooding by coordinating and gathering information from DuDOT; Prepare exhibit showing locations of problem areas
- Identify base floodplain, acquire map layers
- Evaluate outlet sensitivity and suitability for continued use
- Prepare the EDP

The Patrick Team will coordinate with DuDOT to identify sensitive drainage areas and outlets, including evaluation of roadway flooding records and complaints, and determine adequacy of existing drainage structures to remain as part of the proposed improvement.

Proposed Drainage Plan

Development of the Proposed Drainage Plan (PDP) includes an evaluation of proposed drainage conditions for the identified Preferred Alternative as discussed in the Alternate Geometric Studies task. Specific work tasks associated with development of the PDP include the following:

- Delineate the proposed drainage areas and perform hydrologic and hydraulic analyses for the proposed conveyance systems. Develop the off-site and on-site drainage concept plans.
- Evaluate the needs for additional rights-of-way and drainage easements for drainage purposes.
- Prepare preliminary stormwater analysis and design as required. Underground detention in oversized storm sewer pipes is anticipated to be the most practical alternative to offset any (if any) increase in impervious area (>25,000 sq ft, section 15-72.A.4).
- Evaluate alternatives for volume control and water quality Best Management Practices (BMPs) as required.
- Prepare a Proposed Drainage Plan to fully describe the proposed drainage concept and reflect drainage calculations for drainage system size, type, and location.
- Base flood elevation (BFE) determination will be prepared for the watershed contributing to the 2–36-inch RCP cross culverts at County Farm Road, approximately 650 feet north of the intersection with Geneva Road. The existing condition analysis will be used to verify pavement freeboard and to provide the baseline model for future enhancements. We expect that these culverts will be extended at the west end (downstream) only due to pavement widening. There is a concrete spillway with a restrictor at the east end and we anticipate that there will be no impact to this structure. A supplement will be requested, if the upstream end and spillway structure is impacted and/or if a hydraulic report is required by the DuDOT.
- Compensatory storage plan, cross-sections and calculations will be provided to offset any fill in the floodway.
- Hydraulic analysis using HY-8 /HEC-RAS to develop Waterway Information Tables (WIT) for the two major culvert crossings, two 36-inch RCP culverts across County Farm Road and a 60-inch x 38-inch elliptical RCP/CMP culvert, southeast to northwest at the intersection with Geneva Road.

Drainage Tech Memo

- Prepare a Tech Memo that summarizes the existing and proposed drainage system, with supporting documentation.

Work Task 7 - Traffic Maintenance Analysis

The Patrick Team will prepare a Traffic Maintenance Analysis (TMA) for construction of the Preferred Alternative. This will include a determination of the method for construction staging and traffic maintenance, including an evaluation of the need for temporary pavement and/or marked detours, which will include coordination with DuDOT. This task will be summarized in the PDR.

Work Task 8 - Intersection Design Study

An Intersection Design Study (IDS) will be prepared for the preferred alternative for the intersection of County Farm Road at Geneva Road per IDOT requirements. The IDS will be based on the capacity analysis using the HCM module within Synchro.

Work Task 9 - Geotechnical Investigation

Not included in this phase.



Work Task 10 - Structural

Not included in this phase.

Work Task 11 - Stakeholder Involvement

One Public Information Meeting will be held for the project. We will perform the following tasks for each meeting:

- DuDOT will identify and reserve the location
- DuDOT will compile the mailing list, prepare draft invitation letters, and mail to recipients
- Prepare board exhibits and aerial exhibit of the proposed improvement alternative(s)
- Prepare a brochure/handout
- Prepare advertisement and publish in local newspaper(s)
- Attend the Public Information Meeting (2 Patrick, 1 Sam Schwartz)
- Compile and address comments received
- Prepare a summary of the Public Information Meeting

DuDOT will send certified letters with exhibits (prepared by Patrick) to those property owners affected by ROW acquisition based on the proposed improvement.

Work Task 12 – Project Development Report

This work task includes development of a Draft Project Development Report (PDR) and a Final PDR with all associated work tasks as follows:

Preliminary PDR

The Patrick Team will utilize BLRS Form 22110 and complete a draft PDR for DuDOT and IDOT review. The PDR will include the following sections:

1. Location and Existing Conditions
2. Proposed Improvement
3. Crash Analysis
4. Right-of-Way
5. Prime Farmland
6. Floodplain Encroachment
7. Phase I & II NPDES Storm Water Permit Requirements
8. “404” Permit Coordination
9. Special Waste
10. Environmental Survey
11. Section 4(f) Lands
12. Air Quality
13. Noise
14. Maintenance of Traffic
15. Public Involvement
16. Coordination: LA-IDOT-FHWA
17. Other Coordination
18. Summary of Commitments

Final PDR

The Patrick Team will address any comments received from DuDOT and IDOT, write the Conclusion section, and revise the preliminary PDR and submit to IDOT for Phase I Design Approval.

Work Task 13 – Meetings and Coordination

This task includes fifteen (15) meetings and coordination with agencies, property owners, and utilities. Meetings will be held with:

- DuDOT
- IDOT
- FHWA
- Private Property Owners
- Permitting Agencies (e.g., DuPage Stormwater, USACE for pre-application coordination)
- Other Agencies (as needs arise during the course of the Phase I Study)

It is assumed that most meetings will be virtual except for some meetings with Property Owners and Other Agencies.

General coordination effort is included with:

- DuDOT
- Subconsultants

Work Task 14 – Project Administration

This task includes the overall project administration tasks for the Phase I Study. Project administration includes managing the day-to-day work effort on the project to ensure an efficient project development process including work force allocations, budget oversight, schedule oversight to ensure project milestones are being met, and project reporting and invoicing. Progress reports will be submitted to DuDOT each month, whether there is a monthly invoice or not. Bi-weekly project status emails will also be provided. A Microsoft Project schedule with project milestones will be prepared and maintained.

Work Task 15 – QA/QC

This task includes Quality Assurance and Quality Control for the project throughout the course of the Phase I Engineering Study.



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Patrick Engineering
PRIME/SUPPLEMENT Prime

DATE 03/27/24
PTB NO. _____

CONTRACT TERM 18 MONTHS
START DATE 4/1/2024
RAISE DATE 1/1/2025

OVERHEAD RATE 174.97%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

4/1/2024 - 1/1/2025
9 ----- 18

1/2/2025 - 10/1/2025
9 ----- 18

= 50.00%
= 1.0150

51.50%

The total escalation for this project would be:

1.50%



Payroll Rates

FIRM NAME Patrick Engineering **DATE** 03/27/24
PRIME/SUPPLEMENT Prime
PTB NO. _____

ESCALATION FACTOR **1.50%**

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Project Manager	\$86.00	\$86.00
Project Engineer 3/4	\$71.57	\$72.64
Project Engineer 1/2	\$52.20	\$52.98
Staff Engineer 3	\$50.60	\$51.36
Staff Engineer 2	\$42.10	\$42.73
Staff Engineer 1	\$35.89	\$36.43
Technician	\$27.46	\$27.87
Admin Assistance	\$32.86	\$33.35
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
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		\$0.00

EXHIBIT A
Page 1 of 38



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm	Patrick Engineering
Route	County Farm Road at Geneva Road
Section	23-00179-33-CH
County	DuPage
Job No.	
PTB & Item	

Date	03/27/24
Overhead Rate	174.97%
Complexity Factor	0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Data Collection	40	1,514.58	4,240.83	115.00			4,355.83	1.33%
Survey	12	632.43	1,770.79	65.00			1,835.79	0.56%
Crash Analysis	4	290.57	813.61	0.00			813.61	0.25%
Alt. Geo. Studies	412	19,247.19	53,892.13	25.00			53,917.13	16.46%
Drainage Studies	400	20,194.62	56,544.95	229.00			56,773.95	17.33%
Traffic Maint. Analysis	16	992.02	2,777.66	0.00			2,777.66	0.85%
IDS	4	290.57	813.61	0.00			813.61	0.25%
Environmental Analysis	100	4,634.19	12,975.72	565.00			13,540.72	4.13%
Project Dev. Report	140	6,935.18	19,418.51	98.00			19,516.51	5.96%
Stakeholder Involvement	160	8,996.73	25,190.84	850.00			26,040.84	7.95%
Geotechnical Investigation	0	0.00	0.00	0.00			0.00	0.00%
Structural	0	0.00	0.00	0.00			0.00	0.00%
Meetings and Coord.	138	9,317.38	26,088.66	425.00			26,513.66	8.09%
Administration	60	4,366.40	12,225.92	0.00			12,225.92	3.73%
QA/QC	60	4,759.31	13,326.06	0.00			13,326.06	4.07%
Atlas					50,920.82	50,920.82	50,920.82	15.54%
Sam Schwartz					40,039.06		40,039.06	12.22%
Hey & Associates					4,236.01		4,236.01	1.29%
Wang							0.00	0.00%
TOTALS	1546	82,171.17	230,079.28	2,372.00	95,195.89	50,920.82	327,647.17	100.00%

Average Hourly Project Rates

Route County Farm Road at Geneva Road
Section 23-00179-33-CH
County DuPage
Job No.
PTB/Item

Consultant Patrick Engineering

Date 03/27/24

Sheet 1 **OF** 3

Payroll Classification	Avg Hourly Rates	Total Project Rates			Data Collection			Survey			Crash Analysis			Alt. Geo. Studies			Drainage Studies		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Manager	\$86.00	172	11.13%	9.57									12	2.91%	2.50	20	5.00%	4.30	
Project Engineer 3/4	\$72.64	240	15.52%	11.28				4	33.33%	24.21	4	100.00%	72.64	20	4.85%	3.53	60	15.00%	10.90
Project Engineer 1/2	\$52.98	220	14.23%	7.54	10	25.00%	13.25									80	20.00%	10.60	
Staff Engineer 3	\$51.36	138	8.93%	4.58									90	21.84%	11.22				
Staff Engineer 2	\$42.73	538	34.80%	14.87	10	25.00%	10.68	8	66.67%	28.49			250	60.68%	25.93	180	45.00%	19.23	
Staff Engineer 1	\$36.43	178	11.51%	4.19									40	9.71%	3.54	60	15.00%	5.46	
Technician	\$27.87	50	3.23%	0.90	20	50.00%	13.94												
Admin Assistance	\$33.35	10	0.65%	0.22															
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TOTALS		1546	100%	\$53.15	40	100%	\$37.86	12	100%	\$52.70	4	100%	\$72.64	412	100%	\$46.72	400	100%	\$50.49

Average Hourly Project Rates

Route County Farm Road at Geneva Road
Section 23-00179-33-CH
County DuPage
Job No.
PTB/Item

Consultant Patrick Engineering

Date 03/27/24

Sheet 2 **OF** 3

Payroll Classification	Avg Hourly Rates	Traffic Maint. Analysis			IDS			Environmental Analysis			Project Dev. Report			Stakeholder Involvement			Geotechnical Investigation		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Manager	\$86.00										10	7.14%	6.14	30	18.75%	16.13			
Project Engineer 3/4	\$72.64	8	50.00%	36.32	4	100.00%	72.64				10	7.14%	5.19	30	18.75%	13.62			
Project Engineer 1/2	\$52.98							20	20.00%	10.60	40	28.57%	15.14	40	25.00%	13.25			
Staff Engineer 3	\$51.36	8	50.00%	25.68				40	40.00%	20.54									
Staff Engineer 2	\$42.73							10	10.00%	4.27	50	35.71%	15.26	30	18.75%	8.01			
Staff Engineer 1	\$36.43							30	30.00%	10.93	30	21.43%	7.81						
Technician	\$27.87													30	18.75%	5.23			
Admin Assistance	\$33.35																		
TOTALS		16	100%	\$62.00	4	100%	\$72.64	100	100%	\$46.34	140	100%	\$49.54	160	100%	\$56.23	0	0%	\$0.00

Average Hourly Project Rates

Route County Farm Road at Geneva Road
Section 23-00179-33-CH
County DuPage
Job No.
PTB/Item

Consultant Patrick Engineering

Date 03/27/24

Sheet 3 **OF** 3

Payroll Classification	Avg Hourly Rates	Structural			Meetings and Coord,			Administration			QA/QC								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Manager	\$86.00				40	28.99%	24.93	30	50.00%	43.00	30	50.00%	43.00						
Project Engineer 3/4	\$72.64				50	36.23%	26.32	20	33.33%	24.21	30	50.00%	36.32						
Project Engineer 1/2	\$52.98				30	21.74%	11.52												
Staff Engineer 3	\$51.36																		
Staff Engineer 2	\$42.73																		
Staff Engineer 1	\$36.43				18	13.04%	4.75												
Technician	\$27.87																		
Admin Assistance	\$33.35							10	16.67%	5.56									
TOTALS		0	0%	\$0.00	138	100%	\$67.52	60	100%	\$72.77	60	100%	\$79.32	0	0%	\$0.00	0	0%	\$0.00

March 27, 2024

Mr. Jarrod Cebulski, PE
Director of Business Development
Patrick Engineering, Inc.
4970 Varsity Drive
Lisle, IL 60532

RE: Phase I - Preliminary Engineering for County Farm Road @ Geneva Road Intersection
Improvements 23-00179033-CH
DuPage County Division of Transportation

Dear Jarrod:

Thank you for including Atlas Engineering Group, Ltd. (Atlas) on this project. In this letter we have prepared our understanding of the scope of work and expectations for the components of the project that Atlas will be involved with, including survey, crash analysis, and traffic data collection.

A. Survey

Survey limits for the project are approximately bounded by 600' east and 1400' west of the intersection along Geneva Road and 800' south and 1000' north of the intersection along County Farm Road. The survey will also include 50' along minor side roads or major driveways within the project limits and 400' of the Illinois Prairie Path alignment in the northwest quadrant of the intersection. The survey will be completed at 1"=50' scale and wetland/stream surveys are not included. Exhibit A defines our understanding of the proposed survey limits. The scope of work shall include:

1. Horizontal Control: Utilizing state plane coordinates, we will set recoverable primary control utilizing GPS equipment.
2. Vertical Control: We will perform a level circuit within the above identified survey limits establishing benchmarks and assigning elevations to the horizontal control points. The elevations will be based on NAVD88.
3. Existing Right-of-Way: We will establish the existing right-of-way along the corridor within the identified survey limits, based on monumentation found in the field, and based on available GIS, plats of highway, subdivision plats and any other available information.
4. Existing Horizontal Alignment and Stationing: We will determine the existing horizontal alignment and stationing after reviewing the existing right-of-way.
5. Topographic Survey: We will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures (including storm sewer pipe sizes, materials, and inverts), driveway culverts, and cross-road culverts. Stationing will be derived from existing conditions as described above.
 - a. Cross Sections: We will survey cross sections at 50' intervals within the survey limits, at driveways, entrances, cross road culverts, and at all other grade controlling features including sections at high and low points in road. The cross sections will extend 20' beyond the existing right-of-way line along the corridor, where obstructions are not apparent.
 - b. Tree Survey: We will complete a type, size and location survey for stand along trees over 6 inches in diameter breast height (dbh) and treelines within the above noted survey limits. This information will be used to quantify tree impacts. The located trees will be identified by species and condition by others.
6. Utility Survey: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations, and pipe sizes. Above ground facilities of any additional utilities including water main, gas,

electric, telephone, cable, etc. will also be located. Where obtainable (accessible valve vaults), top of water main elevations (measure-downs) will be determined.

7. Base Mapping: We will compile all of the above information into one base map at 1'=50' scale that is representative of existing conditions for use in all Phase I engineering work in developing the detailed plan, profile and cross sections for the Preferred Alternative. The base map will include the storm sewer, sanitary sewer and watermain connecting lines.
8. Supplemental Survey: Two field days will be budgeted to allow for the mobilization of survey staff on the collection of additional data on an as needed basis during the course of the Phase I Study.
9. Team Management and QA/QC: Coordination effort to support the survey team and for QA/QC review of field notes and CAD deliverables.

B. Crash Analysis

Atlas will perform a crash and safety analysis using crash data provided by DuDOT. Five (5) years of crash data for the study limits along County Farm Road and Geneva Road will be reviewed and analyzed based on the provided tabulated crash information. The data will be studied to ascertain patterns and probable causes for the crashes and appropriate corrective countermeasures. The analysis results will be provided in a technical memorandum for five (5) years of data.

C. Traffic Data Collection

Atlas will collect traffic data utilizing Miovision Scout cameras. Count data will be processed by Miovision, TMC data and ATR reports will be provided in 15-minute and 60-minute increments, respectively. The following traffic counts will be performed:

1. County Farm Road & Geneva Road, Weekday: Turning Movement Count (TMC) for AM/PM Peak Hour (6-9AM and 4-7PM) with Vehicle Classification and Pedestrians/Bicycles in crosswalks,
2. County Farm Road & Geneva Road, Saturday: TMC for Midday (12PM-3PM) with Vehicle Classification and Pedestrians/Bicycles in crosswalks

D. Items Not Included in the Scope

- Coordination with IDOT Utility Section to obtain utility atlases from companies.
- Stream Survey and Stream Cross Sections.
- Plats of Highways.
- Incorporation of utility data obtained from SUE Study into 3D CAD model; and
- Preparation of Subsurface Utility Engineering Plans.

Thank you for considering Atlas. Please contact me at 847-682-7234 or bamini@aegroupltd.com with any questions.

Best Regards,

Atlas Engineering Group, Ltd.

B. Amini

Behzad Amini, PhD, PE

Director of Transportation

Exhibit A





Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Atlas Engineering Group, Ltd.
PRIME/SUPPLEMENT SubConsultant

DATE 03/27/24
PTB NO. DuDOT

CONTRACT TERM 18 MONTHS
START DATE 4/1/2024
RAISE DATE 1/1/2025

OVERHEAD RATE 158.00%
COMPLEXITY FACTOR 0
% OF RAISE 2.00%

ESCALATION PER YEAR

4/1/2024 - 9/30/2025				
18				
18				

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%



Payroll Rates

FIRM NAME Atlas Engineering Group, Ltd. DATE 03/27/24
PRIME/SUPPLEMENT SubConsultant
PTB NO. DuDOT

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Director of Transportation	\$86.00	\$86.00
Project Manager	\$72.43	\$72.43
Survey Director	\$66.00	\$66.00
Survey Crew Chief	\$54.00	\$54.00
Surveyor	\$37.20	\$37.20
Project Engineer II	\$49.00	\$49.00
Project Engineer I	\$44.00	\$44.00
Field Technician IV	\$56.00	\$56.00
Engineering Technican II	\$38.00	\$38.00
Engineering Technician I	\$23.00	\$23.00
Senior CADD Technician	\$40.00	\$40.00
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**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm	Atlas Engineering Group, Ltd.
Route	County Farm at Geneva
Section	
County	DuPage
Job No.	
PTB & Item	DuDOT

Date	03/27/24
Overhead Rate	158.00%
Complexity Factor	0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Survey	280	13,093.10	36,660.68	650.00		37,310.68	37,310.68	73.27%
Crash Analysis	64	3,983.76	11,154.53			11,154.53	11,154.53	21.91%
Traffic Data Collection	19	802.72	2,247.62	208.00		2,455.62	2,455.62	4.82%
TOTALS	363	17,879.58	50,062.82	858.00	0.00	50,920.82	50,920.82	100.00%

Average Hourly Project Rates

 Route County Farm at Geneva
 Section _____
 County DuPage
 Job No. _____
 PTB/Item DuDOT

 Consultant Atlas Engineering Group, Ltd.

 Date 03/27/24

 Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Survey			Crash Analysis			Traffic Data Collection								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Director of Transportation	\$86.00	5	1.38%	1.18				4	6.25%	5.38	1	5.26%	4.53						
Project Manager	\$72.43	46	12.67%	9.18	10	3.57%	2.59	32	50.00%	36.22	4	21.05%	15.25						
Survey Director	\$66.00	10	2.75%	1.82	10	3.57%	2.36												
Survey Crew Chief	\$54.00	94	25.90%	13.98	94	33.57%	18.13												
Surveyor	\$37.20	94	25.90%	9.63	94	33.57%	12.49												
Project Engineer II	\$49.00	18	4.96%	2.43				18	28.13%	13.78									
Project Engineer I	\$44.00	10	2.75%	1.21				10	15.63%	6.88									
Field Technician IV	\$56.00	16	4.41%	2.47	16	5.71%	3.20												
Engineering Technican II	\$38.00	7	1.93%	0.73							7	36.84%	14.00						
Engineering Technician I	\$23.00	7	1.93%	0.44							7	36.84%	8.47						
Senior CADD Technician	\$40.00	56	15.43%	6.17	56	20.00%	8.00												
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TOTALS		363	100%	\$49.26	280	100%	\$46.76	64	100%	\$62.25	19	100%	\$42.25	0	0%	\$0.00	0	0%	\$0.00

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture

***26575 W. COMMERCE DRIVE, SUITE 601
VOLO, ILLINOIS 60073
PHONE (847) 740-0888
FAX (847) 740-2888***

December 22, 2023

Mr. Jarrod Cebulski, PE
Director of Business Development
Patrick Engineering Inc.
4970 Varsity Drive
Lisle, IL 60532

Proposal No.: 23-0370

Re: Wetland, Arborist, and Ecological Consulting Services
County Farm Road at Geneva Road Intersection
Winfield, DuPage County, Illinois

Dear Jarrod:

Task 1: Wetland Field Investigation and Delineation Report

We will complete a field investigation of the defined project limits for wetlands and Waters and perform a routine wetland delineation applying the general procedures detailed in the 1987 U.S. Army Corps of Engineers' (USACE) wetland delineation manual and the 2010 Regional Supplement-Midwest Region. We will identify and flag any wetland/Waters boundaries and record the boundary locations with a sub-meter horizontal accuracy GPS unit. We will review the survey for consistency with our field notes and use it to prepare our report. Our wetland report will include aerial photographs showing the surveyed wetland boundaries, required USACE data forms for sample points, observed vegetative species lists, representative color photos, and other necessary data. The report will meet the requirements of the USACE and DuPage County. We will provide a pdf of the final report to you for your use.

If any wetlands are delineated within the project area, we will attend up to one field meeting with DuPage County Stormwater Management (DCSM) staff to verify the wetland/waters delineation boundaries. DCSM requires a \$500 review fee for the required wetland boundary verification (WBV). Hey will also include preparation of a Jurisdictional Determination request and submittal to the USACE. However, we note that due to the recent changes to the Waters of the United States rules to address a recent Supreme Court decision, the USACE Chicago District has advised that they have a very large backlog and anticipate a several month delay in responding to new JD requests.



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Hey & Associates
PRIME/SUPPLEMENT Prime

DATE 03/27/24
PTB NO. _____

CONTRACT TERM 18 MONTHS
START DATE 4/1/2024
RAISE DATE 1/1/2025

OVERHEAD RATE N/A
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

4/1/2024 - 1/1/2025
9 ----- 18

1/2/2025 - 10/1/2025
9 ----- 18

= 50.00%
= 1.0150

51.50%

The total escalation for this project would be:

1.50%



Payroll Rates

FIRM NAME	<u>Hey & Associates</u>	DATE	<u>03/28/24</u>
PRIME/SUPPLEMENT	<u>Prime</u>		
PTB NO.	<u> </u>		

ESCALATION FACTOR 1.50%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Administration	\$31.74	\$32.22
Civil Engineer I-III	\$32.63	\$33.12
Civil Engineer IV	\$38.58	\$39.16
Engineering Technician	\$41.35	\$41.97
Environmental Scientist I-III	\$28.49	\$28.92
Environmental Services Mgr	\$49.42	\$50.16
Sr. Erosion and Sediment C	\$56.08	\$56.92
Sr. Landscape Architect	\$59.95	\$60.85
Sr. Civil Engineer	\$53.90	\$54.71
Sr. Project Scientist	\$56.08	\$56.92
Civil Engineer V	\$45.47	\$46.15
Environmental Scientist V	\$39.44	\$40.03
Landscape Architect IV	\$36.09	\$36.63
Senior Principal Civil Engine	\$78.80	\$79.98
Principal Civil Engineer	\$68.00	\$69.02
Senior Principal Ecologist	\$73.80	\$74.91
Landscape Designer	\$31.25	\$31.72
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
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**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm	Hey & Associates
Route	County Farm Road at Geneva Road
Section	23-00179-33-CH
County	DuPage
Job No.	
PTB & Item	

Date	03/27/24
Overhead Rate	N/A
Complexity Factor	0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Data Collection	26	1,466.43	4,106.01	130.00			4,236.01	100.00%
TOTALS	26	1,466.43	4,106.01	130.00	0.00	0.00	4,236.01	100.00%

Average Hourly Project Rates

Route County Farm Road at Geneva Road
 Section 23-00179-33-CH
 County DuPage
 Job No. _____
 PTB/Item _____

Consultant Hey & Associates

Date 03/27/24

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Data Collection														
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg			
Administration	\$32.22	0																	
Civil Engineer I-III	\$33.12	0																	
Civil Engineer IV	\$39.16	0																	
Engineering Technician	\$41.97	0																	
Environmental Scientist I-III	\$28.92	0																	
Environmental Services Mgr	\$50.16	2	7.69%	3.86	2	7.69%	3.86												
Sr. Erosion and Sediment Ctrl	\$56.92	0																	
Sr. Landscape Architect	\$60.85	0																	
Sr. Civil Engineer	\$54.71	0																	
Sr. Project Scientist	\$56.92	24	92.31%	52.54	24	92.31%	52.54												
Civil Engineer V	\$46.15	0																	
Environmental Scientist V	\$40.03	0																	
Landscape Architect IV	\$36.63	0																	
Senior Principal Civil Engineer	\$70.00	0																	
Principal Civil Engineer	\$69.02	0																	
Senior Principal Ecologist	\$70.00	0																	
Landscape Designer	\$31.72	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
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TOTALS		26	100%	\$56.40	26	100%	\$56.40	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

Scope of Services

Sam Schwartz will contribute to this effort through the tasks described below.

Task 1: Data Collection

Sam Schwartz will visit the study area for purposes of observing traffic operation and recording roadway characteristics within at least 1,000 feet of the subject intersection, including lane geometry, speed limits, intersection control, and pedestrian infrastructure.

Sam Schwartz will summarize existing traffic counts by others and use as the basis of analysis for tasks within this Scope of Services. In order to accomplish this task, the Client must provide traffic, pedestrian, and bicycle counts at the intersection of County Farm Road with Geneva Road, as well as Winfield Road with Geneva Road. It is assumed turning movement counts will be conducted on a weekday morning and weekday evening peak period (7:00-9:00AM and 4:00-6:00PM) in order to coincide with peak vehicular activity on the area roadway network. Additional traffic, pedestrian, and bicycle counts should be conducted during a Saturday peak period (11:00AM-1:00PM) during favorable conditions for trail use at the intersection of County Farm Road with Geneva Road. Daily weekday (24-hour) bidirectional roadway counts should also be conducted on each leg of the intersection. Vehicle classification should be included in all traffic count data.

Task 2: Traffic Operations Analysis

Sam Schwartz will conduct an alternatives traffic analysis using methodology consistent with standard traffic engineering practices and DuDOT guidance. Work performed to complete this study will consist of the following.

2.1. Traffic Forecasting

Using a growth rate obtained from the Chicago Metropolitan Agency for Planning (CMAP), Sam Schwartz will estimate future traffic volumes at the intersection of County Farm Road and Geneva Road for an agency-specified design horizon. Additionally, any traffic generated by approved area developments for which a traffic study can be obtained will be added to develop Future Conditions traffic projections at the study intersection.

2.2. Development of Alternatives

Sam Schwartz will support the project team in developing up to three (3) design alternatives that comply with jurisdictional standards and to promote safe and efficient traffic operations within the study area. The alternatives will integrate the results of the safety analysis by others, traffic forecasting, and stakeholder outreach, and will consider safety improvements to the Illinois Prairie Path (IPP) crossings, including relocating the crossings to the east and north legs of the intersection, detection types and detection

zones, and storage capacity on each corner for bikes waiting to cross. The alternatives will also consider various lane capacity improvements to accommodate projected traffic demand. It is expected the alternative scenarios will consider some combination of an exclusive southbound right-turn lane, dual eastbound/westbound left-turn lanes, and dual northbound/southbound left-turn lanes.

2.3. Capacity & Queuing Analysis

Using Synchro software, Sam Schwartz will perform capacity and queuing analyses for up to five (5) design scenarios in order to evaluate the operational differences between the alternatives and a future no-build condition. These scenarios are expected to include:

1. Existing Conditions
2. Future Conditions (No-Build)
3. Future Conditions (Alternative #1)
4. Future Conditions (Alternative #2)
5. Future Conditions (Alternative #3)

Sam Schwartz will summarize the results of the capacity analyses for the intersection of County Farm Road and Geneva Road via an alternatives matrix and provide input on a preferred intersection design related to recommended lane geometry, signal phasing, and pedestrian and bike safety improvements.

Task 3: Intersection Design Study

The following subtasks detail the steps Sam Schwartz will complete to prepare an IDS for County Farm Road at Geneva Road for one preferred geometric alternative. This IDS will be based upon the traffic volumes and capacity results completed in Tasks 1 and 2. Work will commence upon receipt of survey data and the decision for the proposed roadway geometry by the consultant team.

3.1. Data Collection

Sam Schwartz will compile existing available data related to the project. Topographic survey, collected by other members of the team, shall provide existing conditions for the intersections. Proposed roadway geometry for the preferred alternative that was selected as a result of capacity analysis in task 2 will be incorporated into the IDS.

3.2. Capacity Analysis Tables

The Synchro capacity analyses prepared by Sam Schwartz in Task 1 will be used to prepare a red-time queue (RTQ) table and to populate the capacity and traffic volume tables on the IDS plan sheets.

3.3. Proposed Geometry

Proposed intersection geometry for the preferred alternative will be reviewed against the RTQ table to ensure that the appropriate turn lane length and tapers are utilized. AutoTURN runs will be developed

using the appropriate design vehicles and will be shown on the supplemental sheets of the IDS. Preliminary above ground traffic equipment locations will be developed and incorporated into the IDS plans.

Each element of the proposed design that does not meet jurisdictional standards will be listed on the IDS sheet and a corresponding design variance form (BLR 22120) prepared.

3.4. IDS Plan Preparation

Proposed roadway improvements will be shown on the IDS sheets and appropriately labeled; including type of curb and gutter, pavement markings, turn bay lengths, tapers, preliminary traffic signal locations, sidewalk curb ramps, existing and proposed right-of-way, proposed alignment stationing, etc. AutoTURN runs will show that the proposed geometry will accommodate the design vehicles. This scope of services includes revisions in response to agency comments.

Task 4: Public Meetings

Sam Schwartz will support the team in preparation for and attendance at up to one (1) public meeting. Our proposed fee would include preparation of traffic simulation videos to use at the public meeting.



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Sam Schwartz
PRIME/SUPPLEMENT _____

DATE 03/26/24
PTB NO. 200

CONTRACT TERM 18 MONTHS
START DATE 4/1/2024
RAISE DATE 7/31/2024

OVERHEAD RATE n/a
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

4/1/2024 - 7/31/2024

8/1/2024 - 7/31/2025

8/1/2025 - 9/30/2025

4
18

12
18

2
18

= 22.22%
= 1.0268

68.67%

11.79%

The total escalation for this project would be:

2.68%



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm Sam Schwartz
 Route _____
 Section _____
 County _____
 Job No. _____
 PTB & Item 200

Date 03/26/24
 Overhead Rate n/a
 Complexity Factor 0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Data Collection	26	1,224.64	3,428.99	250.00			3,678.99	9.19%
Traffic Operations Analysis	122	5,737.75	16,065.70				16,065.70	40.13%
Intersection Design Study	112	5,980.60	16,745.69				16,745.69	41.82%
Public Meeting	20	1,160.24	3,248.68	300.00			3,548.68	8.86%
TOTALS	280	14,103.24	39,489.06	550.00	0.00	0.00	40,039.06	100.00%

Average Hourly Project Rates

 Route _____
 Section _____
 County _____
 Job No. _____
 PTB/Item 200

 Consultant Sam Schwartz

 Date 03/26/24

 Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Data Collection			Traffic Operations Analysis			Intersection Design Study			Public Meeting			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Vice President	\$86.00	12	4.29%	3.69	2	7.69%	6.62	2	1.64%	1.41	6	5.36%	4.61	2	10.00%	8.60			
Associate	\$60.68	34	12.14%	7.37	2	7.69%	4.67	20	16.39%	9.95	4	3.57%	2.17	8	40.00%	24.27			
Senior Design Engineer	\$56.70	54	19.29%	10.94	4	15.38%	8.72	16	13.11%	7.44	32	28.57%	16.20	2	10.00%	5.67			
Senior Transportation Engineer	\$48.68	104	37.14%	18.08	2	7.69%	3.74	24	19.67%	9.58	70	62.50%	30.42	8	40.00%	19.47			
Transportation Engineer	\$37.95	76	27.14%	10.30	16	61.54%	23.35	60	49.18%	18.66									
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TOTALS		280	100%	\$50.37	26	100%	\$47.10	122	100%	\$47.03	112	100%	\$53.40	20	100%	\$58.01	0	0%	\$0.00

EXHIBIT B

(THIS IS INTENTIONALLY LEFT BLANK)

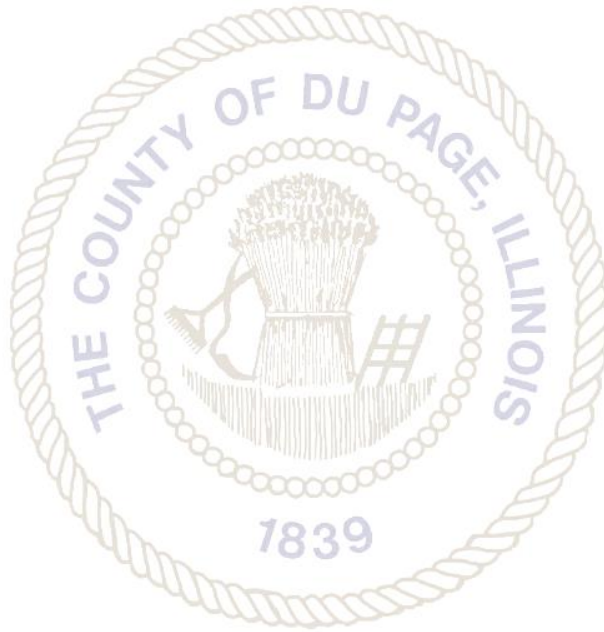


EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing**

CONSULTANT: Patrick Engineering

PROJECT: Preliminary Engineering for County Farm Road @ Geneva Road Intersection Improvements 23-00179033-CH

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$82.00	\$86.00	
Project Manager	\$80.00	\$86.00	
Project Engineer 3 / 4	\$60.00	\$85.00	
Project Engineer 1 / 2	\$40.00	\$64.00	
Staff Engineer 3	\$38.00	\$63.00	
Staff Engineer 2	\$36.00	\$50.00	
Staff Engineer 1	\$28.00	\$48.00	
Technician	\$18.00	\$40.00	
Admin Assistant	\$25.00	\$40.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent
for CONSULTANT: _____

Signature on File _____
Signature

Date: 3/28/24

Jarrod Cebulski
Print Name

Approved By COUNTY: _____

Signature on File _____
Yifang Lu, Chief Highway Engineer

Date: 4/3/24

EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing**

CONSULTANT: Atlas Engineering Group, Ltd.

PROJECT: County Farm Road @ Geneva Road Intersection Improvement – Section No. 23-00179-22-CH

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$86.00	\$86.00	
Structural Director	\$86.00	\$86.00	
Survey Director	\$65.00	\$76.00	
Director of Transportation	\$86.00	\$86.00	
Construction Management Director	\$86.00	\$86.00	
Senior Project Manager	\$78.00	\$83.00	
Project Manager	\$76.00	\$81.00	
Project Engineer III	\$59.00	\$67.00	
Project Engineer II	\$48.00	\$58.00	
Project Engineer I	\$43.00	\$50.00	
Staff Engineer	\$32.00	\$42.00	
Engineer Technician III	\$57.00	\$61.00	
Engineer Technician II	\$37.00	\$44.00	
Engineer Technician I	\$22.00	\$30.00	
Field Technician IV	\$42.00	\$60.00	
Field Technician II	\$41.00	\$44.00	
Field Technician I	\$25.00	\$35.00	
Survey Crew Chief	\$53.00	\$60.00	
Surveyor	\$25.00	\$42.00	
Senior CADD Technician	\$38.00	\$45.00	
CADD Technician	\$25.00	\$37.00	
Administrator	\$72.00	\$76.00	
Administrative Assistant	\$33.00	\$35.00	
Intern	\$22.00	\$24.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Date: 04/15/2024

Signature

Natalia Homedi, PE

Print Name

Approved By COUNTY:

Signature on File

Date: _____

Yifang Lu, Chief Highway Engineer

EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing**

CONSULTANT: Hey and Associates, Inc.

PROJECT: Geneva Road at County Farm Road, DuPage County, Illinois

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Administration	\$31.00	\$38.00	
Civil Engineer I-III	\$32.00	\$40.00	
Civil Engineer IV	\$38.00	\$45.00	
Lake and Survey Services Mngr	\$43.00	\$50.00	
Environmental Scientist I-III	\$28.00	\$38.00	
Environmental Services Mgr	\$49.00	\$60.00	
Sr Erosion & Sediment Ctrl Spec	\$56.00	\$68.00	
Sr Landscape Architect	\$59.00	\$70.00	
Sr Civil Engineer	\$53.00	\$60.00	
Sr Project Scientist	\$56.00	\$68.00	
Civil Engineer V	\$45.00	\$55.00	
Environmental Scientist V	\$39.00	\$54.00	
Landscape Architect IV	\$36.00	\$53.00	
Sr Principal Civil Engineer	\$78.00	\$86.00	
Principal Civil Engineer	\$68.00	\$75.00	
Sr Principal Ecologist	\$73.00	\$80.00	
Landscape Designer	\$31.00	\$40.00	
Engineering Technician I-III	\$25.00	\$43.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Date: 04/15/2024

Signature

Jeffrey A. Wickenkamp

Print Name

Approved By COUNTY:

Signature on File

Date: _____

Yifang Lu, Chief Highway Engineer

EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing**

CONSULTANT: Sam Schwartz Engineering, DPC

PROJECT: County Farm Rd. @ Geneva Rd.

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Vice President	\$83.00	\$86.00	
Associate	\$58.00	\$61.00	
Senior Design Engineer	\$55.00	\$60.00	
Senior Transportation Engineer	\$47.00	\$53.00	
Transportation Engineer	\$36.00	\$41.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent for CONSULTANT:

Signature on File

Date: 4/2/24

Peter Wostkiewicz

Print Name

Approved By COUNTY:

Signature on File

Date: _____

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
1. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount). (Maximum rate at minimum rate + 15% is usually a good amount to cover contract period.)
2. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

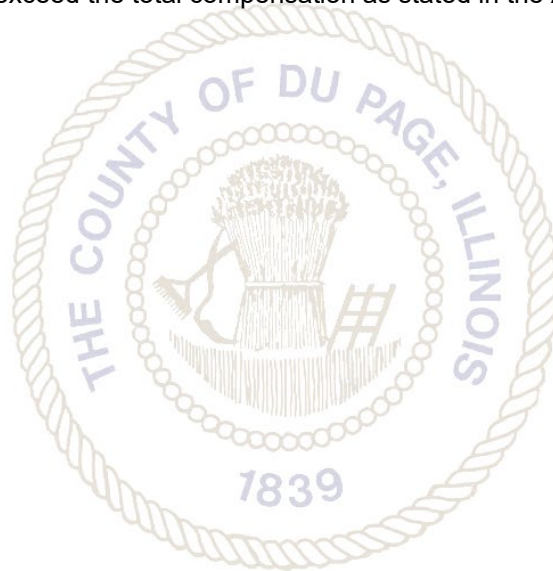


EXHIBIT D

**DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION**

The Consulting Firm of _____
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION
that they need to reassign staff for the _____
_____ project,

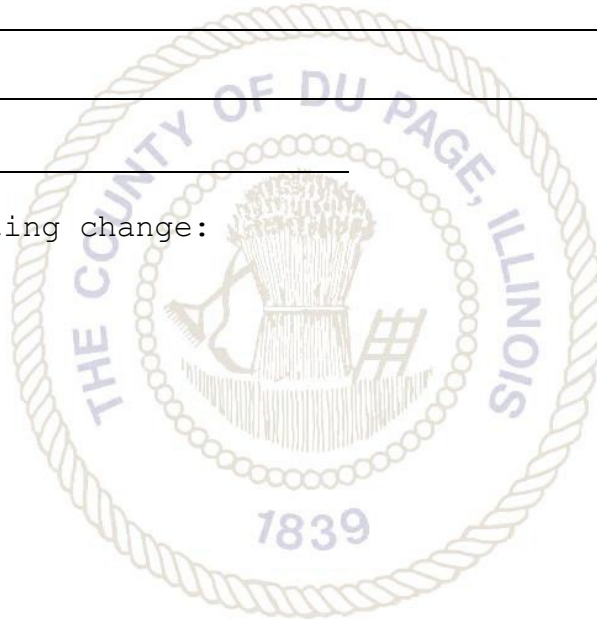
Section No. _____.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change:



Proposed Replacement: _____
(attach resume)

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



E-mail Reset Form

Prime Consultant Name	PTB Number	State Job Number(s)
Patrick Engineering		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>04/04/24</u>		

Consultant
 Patrick Engineering

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>	10	\$65.00	\$650.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			\$0.00
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Tolls	Actual cost	<input type="checkbox"/>			\$0.00
Parking	Actual cost	<input type="checkbox"/>			\$0.00
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Project Specific Insurance	Actual cost	<input type="checkbox"/>			\$0.00
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			\$0.00
Photo Processing	Actual cost	<input type="checkbox"/>			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			\$0.00

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			\$0.00
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			\$0.00
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Recording Fees	Actual cost	<input type="checkbox"/>			\$0.00
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			\$0.00
Courthouse Fees	Actual cost	<input type="checkbox"/>			\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			\$0.00
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			\$0.00
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			\$0.00
Document Acquisition		<input checked="" type="checkbox"/>	1	\$50.00	\$50.00
Reproduction (11x17)		<input checked="" type="checkbox"/>	230	\$0.25	\$57.50
Reproduction (11x17 color)		<input checked="" type="checkbox"/>	3	\$1.50	\$4.50
Reproduction (22x34)		<input checked="" type="checkbox"/>	72	\$1.80	\$129.60
Reproduction (8.5x11)		<input checked="" type="checkbox"/>	1000	\$0.10	\$100.00
Reproduction (8.5x11 color)		<input checked="" type="checkbox"/>	430	\$1.00	\$430.00
Exhibit Boards		<input checked="" type="checkbox"/>	30	\$15.00	\$450.00
EDR Database		<input checked="" type="checkbox"/>	1	\$500.00	\$500.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
Total Direct Cost					\$2,371.60

*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



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Patrick Engineering, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>03/20/24</u>

Consultant
 Atlas Engineering Group, LTD

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 type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>	10	\$65.00	\$650.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Miovision Processing Fees	Actual Processing Cost	<input type="checkbox"/>	1	\$208.00	\$208.00
		<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	\$858.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

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CONSULTANT: Atlas Engineering Group, Ltd.

PROJECT: County Farm Road at Geneva Road Intersection Improvement – Section No. 23-00179-22-CH

Document: Miovision Processing Fees Breakdown

Traffic Data Collection (Item C from the Scope)

Atlas will collect traffic data utilizing Miovision Scout cameras. Count data will be processed by Miovision, TMC data and ATR reports will be provided in 15-minute and 60-minute increments, respectively. The following traffic counts will be performed:

1. County Farm Road & Geneva Road, Weekday: Turning Movement Count (TMC) for AM/PM Peak Hour (**6-9AM and 4-7PM**) with Vehicle Classification and Pedestrians/Bicycles in crosswalks,
2. County Farm Road & Geneva Road, Saturday: TMC for Midday (**12PM-3PM**) with Vehicle Classification and Pedestrians/Bicycles in crosswalks

Miovision Processing Fees:

	# of T-2 Studies	Study Duration	# of Days	Total Hours	Unit Cost	Total Cost
Mid Week	1	6	1	6	\$23.10	\$138.60
Saturday	1	3	1	3	\$23.10	\$69.30
						\$207.90

Note: Miovision Invoice will be submitted along with Atlas’s invoice.



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Patrick Engineering Inc.	23-00179033-CH	200
<input type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>04/15/24</u>

Consultant
 Hey and Associates, Inc.

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input checked="" type="checkbox"/>	200	\$0.65	\$130.00
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 type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<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"/>			
		<input type="checkbox"/>			
				Total Direct Cost	\$130.00

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LEGEND

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Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Patrick Engineering		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>04/02/24</u>

Consultant
 Sam Schwartz Engineering DPC

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 type="checkbox"/>			
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 checked="" type="checkbox"/>	9	\$55.00	\$495.00
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input checked="" type="checkbox"/>	15	\$3.67	\$55.01
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
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Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<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"/>			
		<input type="checkbox"/>			
				Total Direct Cost	\$550.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

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