



# DU PAGE COUNTY

## Transportation Committee

### Regular Meeting Agenda

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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Tuesday, December 5, 2023

10:00 AM

Room 3500B

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1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [24-0006](#)

DuPage County Transportation Committee Minutes-Tuesday November 21, 2023.

6. PROCUREMENT REQUISITIONS

6.A. [DT-P-0001-24](#)

Recommendation for the approval of a contract to Ciorba Group, Inc., for Professional Phase II Design Engineering Services for the bridge replacement project on CH 11/Army Trail Road bridge over West Branch DuPage River, Section 21-00240-09-BR, for a contract total not to exceed \$660,323.04. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

7. AWARDING RESOLUTIONS

7.A. [DT-R-0001-24](#)

Awarding Resolution issued to Homer Tree Service, Inc. for the removal of trees in advance of planned 2024 bridge and/or roadway improvements, Section 23-0TREE-01-LS, for an estimated County cost of \$90,862; Per lowest responsible bid.

8. DISCUSSION

FY 2024 Construction Program

9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT



## Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 24-0006

**Agenda Date:** 12/5/2023

**Agenda #:** 5.A.

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# DU PAGE COUNTY

## Transportation Committee

### Draft Summary

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

**Tuesday, November 21, 2023**

**10:00 AM**

**Room 3500B**

**1. CALL TO ORDER**

10:00 AM meeting was called to order by Chair Mary Ozog at 10:02 AM.

**2. ROLL CALL**

<b>PRESENT</b>	Evans, Ozog, Tornatore, and Zay
<b>ABSENT</b>	Chaplin, and Covert

**3. CHAIR'S REMARKS - CHAIR OZOG**

Chair Ozog wished everyone a Happy Thanksgiving.

**4. PUBLIC COMMENT**

No public comments were offered.

**5. APPROVAL OF MINUTES**

**5.A. [23-3595](#)**

Joint Special Meeting of the Transportation and Public Works Committees Minutes - Special Call - Monday, October 30, 2023.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

**5.B. [23-3688](#)**

DuPage County Transportation Committee Minutes-Tuesday November 7, 2023.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

**6. PROCUREMENT REQUISITIONS**

**6.A. [23-3654](#)**

Recommendation for the approval of a contract to Atlas Bobcat, LLC, to furnish and deliver Bobcat repair and replacement parts, as needed for the Division of Transportation, for the period January 1, 2024 through December 31, 2024, for a contract total not to exceed \$15,000; per 55 ILCS 5/5-1022 (c) "not suitable for competitive bids" (Direct replacement of compatible equipment parts).

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

6.B. [23-3662](#)

Recommendation for the approval of a purchase order to Cintas Corporation, to furnish and deliver rental of mechanics uniforms and mat services, as needed, for the Division of Transportation, for the period December 1, 2023 through July 14, 2025, for a contract total not to exceed \$23,250; per OMNIA Partners Contract #222886.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

6.C. [DT-P-0104-23](#)

Recommendation for the approval of a contract to Navistar, Inc. d/b/a Fleet Charge, to furnish and deliver International repair and replacement parts, as needed for the Division of Transportation, for the period December 1, 2023 through November 30, 2024, for a contract total not to exceed \$130,000; Per Sourcewell contract # 101520-NVS.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

## 7. RESOLUTIONS

7.A. [DT-R-0093-23](#)

Recommendation for approval of DuPage County's Annual Financial Commitment in support of the Chicago Metropolitan Agency for Planning for land use and transportation planning for northeastern Illinois - (County cost-\$75,626.72).

In response to a question from Member Gustin, Director Snyder explained that our contribution to CMAP is used for support in land use and transportation planning, as well as for administration of the awarded federal funds for the region.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

## 8. AMENDING AGREEMENTS

8.A. [23-3687](#)

DT-R-0461A-22 Amendment to Resolution DT-R-0461-22 between the County of DuPage and the Chicago Metropolitan Agency for Planning to increase the County cost by \$10,000, for the federal Safe Streets For All grant. (Total County cost \$70,000).

In response to a question from Member Gustin, Director Snyder explained the Safe



Streets 4 All grant which is being used to develop an overall safety plan for DuPage County. This can then position the County for implementation funding.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

**9. INFORMATIONAL**

9.A. [TE-P-0075-23](#)

Recommendation for the approval of a contract purchase order to Accela, Inc., for Managed Application Services to provide support with permitting software for the Building & Zoning, Transportation, Stormwater, and Public Works departments, for the period of February 21, 2024 through February 20, 2025, for a contract total not to exceed \$199,290; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Proprietary Software Maintenance and Support)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

**10. OLD BUSINESS**

**11. NEW BUSINESS**

Chair Ozog welcomed Chris Rose of Pace. Ms. Rose noted that Pace recently approved their FY 2024 budget and that DuPage County's representative to the Pace Board, Thomas Marcucci, will present Pace's budget at an upcoming County Board meeting.

**12. ADJOURNMENT**

With no further business, the meeting was adjourned at 10:12 AM.

<b>RESULT:</b>	ADJOURNED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans



## Transportation Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** DT-P-0001-24

**Agenda Date:** 12/5/2023

**Agenda #:** 6.A.

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AGREEMENT BETWEEN THE COUNTY OF DU PAGE  
AND CIORBA GROUP, INC.  
PROFESSIONAL PHASE II DESIGN ENGINEERING SERVICES  
CH 11/ARMY TRAIL ROAD BRIDGE OVER WEST BRANCH DUPAGE RIVER  
SECTION 21-00240-09-BR  
(CONTRACT TOTAL NOT TO EXCEED \$660,323.04)

WHEREAS, the County of DuPage (hereinafter "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 Phase II Design Engineering Services for improvements along CH 11/Army Trail Road bridge over West Branch DuPage River, Section 21-00240-09-BR; and

WHEREAS, Ciorba Group, Inc. (hereinafter "CONSULTANT") has experience and expertise in this area and is in the business of providing such professional design engineering services, and is willing to perform the required services for an amount not to exceed \$660,323.04; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Ciorba Group, Inc. be hereby accepted and approved for a contract total not to exceed \$660,323.04 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Ciorba Group, Inc., 8725 W. Higgins Road, Suite 600, Chicago, IL 60631, by and through the Division of Transportation.

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and any associated Illinois Department of Transportation BLR form appropriating the necessary motor fuel tax funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

Enacted and approved this 12th day of December, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$660,323.04
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 12/05/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$660,323.04
	CURRENT TERM TOTAL COST: \$660,323.04	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Ciorba Group, Inc.	VENDOR #: 11025	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Salvatore C. DiBernardo	VENDOR CONTACT PHONE: 773-775-4009	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupagecoounty.gov
VENDOR CONTACT EMAIL: sdibernardo@ciorba.com	VENDOR WEBSITE:	DEPT REQ #:	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional PHII Design Engineering Services for Army Trail Road Bridge over West Branch of DuPage River, Section 21-00240-09-BR, for the period December 12, 2023 through November 30, 2026, not to exceed \$660,323.04.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The County requires professional Phase II engineering services for Army Trail Road Bridge over the West Branch of the DuPage River.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)	

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 32 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to implement traffic control, capabilities and experience securing a DuPage County Stormwater Permit, experience with similar projects and experience of key team members. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Ciorba Group, Inc. was most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Ciorba Group, Inc. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Ciorba Group, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupagecoounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ciorba Group, Inc.	Vendor#: 11025	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 8725 W. Higgins Road Suite 600	City: Chicago	Address:	City:
State: IL	Zip: 60631	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 12, 2023	Contract End Date (PO25): Jun 30, 2026
Contract Administrator (PO25): Kathleen Black Curcio			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		21-00240-09-BR	FY24	1500	3550	54040	ATR BR OVER WB	300,000.00	300,000.00
2	1	EA		21-00240-09-BR	FY25	1500	3550	54040	ATR BR OVER WB	300,000.00	300,000.00
3	1	EA		21-00240-09-BR	FY26	1500	3550	54040	ATR BR OVER WB	60,323.04	60,323.04
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 660,323.04

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional PHII Design Engineering Services for Army Trail Road Bridge over West Branch of DuPage River, Section 21-00240-09-BR.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last Invoice Date 11/30/27. Send copy of PO to DOTFinance@dupagecounty.gov and Joan.McAvoy2@dupagecounty.gov.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached:    ☒ W-9    ☒ Vendor Ethics Disclosure Statement

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE**  
**AND CIORBA GROUP, INC.**  
**FOR PROFESSIONAL PHASE II DESIGN ENGINEERING SERVICES**  
**CH 11/ARMY TRAIL ROAD BRIDGE OVER WEST BRANCH DuPAGE RIVER**  
**Section No. 21-00240-09-BR**

This professional services agreement (hereinafter referred to as "AGREEMENT"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as "COUNTY"), and Ciorba Group, Inc., licensed to do business in the State of Illinois, with offices at 8725 W. Higgins Road, Suite 600, Chicago, IL 60631 (hereinafter referred to as "CONSULTANT"). The COUNTY and 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 Phase II engineering services for CH 11/Army Trail Road Bridge over the West Branch of the DuPage River, Section: 21-00240-09-BR (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 Phase II design services and is willing to perform the required services for an amount not to exceed \$660,323.04; and

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

WHEREAS, the COUNTY has developed an Environmental Roadway Design and is incorporating said design into all projects. The CONSULTANT acknowledges the necessary resources to comply with the Environmental Roadway Design are included in this scope of work; and

WHEREAS, the COUNTY has adopted a DuPage County Healthy Roads Initiative pursuant to COUNTY Resolution DT-0033-04, incorporated herein by reference and transportation projects are required to conform to the Resolution. The CONSULTANT acknowledges the necessary resources to comply with the DuPage County Healthy Roads Initiative are included in this scope of work; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event the PROJECT necessitates this scope of work.

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT.

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 any meetings between the COUNTY or other group 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/County Engineer (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 not 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.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

#### **4.0 TECHNICAL SUBCONSULTANTS**

- 4.1 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 work under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work 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. 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 June 30, 2026 unless the term of this AGREEMENT is extended.
- 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 B or as otherwise agreed to by the COUNTY and 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 \$660,323.04. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.
- 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT.

- 7.3.b 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 for 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 (BDE 436 form) made a part hereof and incorporated herein by reference. Approved Work Order(s) may include additional approved direct expenses not included herein. 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 Illinois Department of Labor web site 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 on IDOT'S Bureau of Design &



Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if 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 B 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 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 County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N.County Farm Rd., Wheaton, IL 60187, as 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 County Engineer, 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 thirty (30) 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 indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S



services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

#### **11.0 BREACH OF CONTRACT**

11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

#### **12.0 OWNERSHIP OF DOCUMENTS**

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

- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

### **13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES**

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, 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 575/1 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/>).**

#### **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 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.

#### **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 June 30, 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 June 30, 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 fulfil their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

## **17.0 ENTIRE AGREEMENT**

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

## **18.0 ASSIGNMENT**

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

## **19.0 SEVERABILITY**

19.1 In the event that 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:



**Ciorba Group, Inc.**

8725 W. Higgins Road, Suite 600  
Chicago, IL 60631

ATTN: Salvatore C. DiBernardo, PE,SE  
President

PHONE: 773.775.4009

EMAIL: [sdibernardo@ciorba.com](mailto:sdibernardo@ciorba.com)

**DuPage County Division of Transportation**

421 N. County Farm Road  
Wheaton, IL 60187

ATTN: William C. Eidson, P.E.  
County Engineer

Phone: 630.407.6900

Email: [William.Eidson@dupageco.org](mailto:William.Eidson@dupageco.org)

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 with 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 with 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 selection 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 (William Mardaus, 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 the 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

CIORBA GROUP, INC.

Signature on File

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

\_\_\_\_\_  
Salvatore Di Bernardo  
President

ATTEST BY:

ATTEST BY:

Signature on File

\_\_\_\_\_  
Jean Kaczmarek, County Clerk

\_\_\_\_\_  
Signature

Brett Souder  
\_\_\_\_\_  
Print Name

Vice President-Structures  
\_\_\_\_\_  
Title



## **SCOPE OF SERVICES –DESIGN (PHASE II) ENGINEERING SERVICES**

**CONSULTANT:** Ciorba Group, Inc.  
**ROUTE:** Army Trail Road over West Branch DuPage River  
**SECTION NO.:** 21-00240-09-BR  
**PROJECT NO.:**  
**JOB NO.:**  
**S.N:** 022-3094 (existing), 022-3095 (proposed)  
**COUNTY:** DuPage  
**LA CONTACT:** Mr. Ryan Singer, DuPage County DOT

The following scope of services is an integral part of the Ciorba fee proposal as detailed in the attachments to the Standard Agreement. The scope and fee are based on the current requirements for Preliminary Engineering studies as set forth by IDOT and the FHWA. The scope is based on our experience on similar projects that follow the same process. The fee is based on a Direct Labor Multiplier method and will not exceed the amount indicated in the Agreement for the fulfillment of the tasks indicated below. The fee will not cover the completion of tasks not included in the scope that may result from unforeseen conditions or from IDOT or FHWA changes in the process to follow to obtain approval from the DuPage County Division of Transportation.

### **Project Understanding**

The existing bridge (S.N. 022-3094) along West Army Trail Road (FAP 367) in Bartlett is a single span bridge carrying four lanes of traffic over West Branch DuPage River in a forested area located just north of Bass and Deep Quarry Lakes and adjacent to some commercial and residential areas. The DuPage County Forest Preserve owns two adjacent sites: Hawk Hollow Preserve to the north and West Branch Preserve to the south of Army Trail Road. Wetlands are present in both preserves. Ciorba Group, Inc has conducted a Phase I study of the existing structure and surrounding conditions. Due to the current bridge condition, full reconstruction, widening and profile raise were recommended. The construction for the project will utilize MFT funding.

Ciorba Group, Inc. will be responsible for the final design engineering services for the removal and replacement of the West Army Trail Road Bridge over the West Branch DuPage River (S.N. 022-3095). The roadway will be widened to accommodate five 12' travel lanes along with a 15' wide pedestrian bike path at the north and a 7' wide sidewalk on the south for an overall width of 97'-0" out-to-out of bridge. The bridge will have a total length of 92'-2" back-to-back of abutments and is currently designed with concrete precast, prestressed I-beams. Roadway improvements will include approximately 870 feet of pavement reconstruction west of the bridge and 904 feet of pavement reconstruction east of the bridge. The proposed roadway will be raised to accommodate the required length and depth of the new bridge and freeboard requirements. To accommodate this rise and to reduce ROW impacts, approximately 700' of retaining wall will be required at the northeast of the bridge and 200' at the northwest.

The improvements will be constructed under staged traffic.

All plans, special provisions and estimates will be completed in accordance with the Bureau of Local Roads and Streets and DuDOT requirements. Design to follow CAD MicroStation version SS10. The target letting date for this project is early 2025.

The construction contract and project submittals will follow the Plan Submittal Requirements in the DuDOT Project Manual dated April 1, 2019.

### **Scope of Services**

#### **1. Coordination, Meetings & Data Collection**

- A. Attend three technical meetings with DuDOT to review comments via web-conference.
- B. Attend meetings as needed with DuDOT to discuss project issues via web-conference. Ciorba will provide project updates to DuDOT through these meetings and/or emails. Eight meetings assumed.
- C. Attend one in-person coordination meeting with DuDOT and the Forest Preserve via web-conference.
- D. Monthly Project Team (Ciorba and subconsultants) meetings to gauge progress, identify issues, and verify interdisciplinary coordination.
- E. Attend one plan-in-hand meeting at the project site.
- F. Ciorba will prepare agendas, exhibits, and meeting minutes for the meetings identified above. Minutes will be forwarded to the County once completed.
- G. Coordination with DuDOT and Forest Preserve.
- H. Coordination with Project Team (Ciorba and subconsultants).
- I. Utility Coordination
  - a. Request utility atlas information.
  - b. Chair six virtual utility coordination meetings with the private utility companies. Google Earth with KMZ files of existing utilities and proposed improvements will be provided in advance of the meetings. Project impacts to existing utilities and relocation schedule will be discussed during each meeting.
  - c. Additional coordination with specific utilities with identified conflicts. Additional coordination may include site meetings, field locate requests, and sharing of CAD basefiles with the utilities for vertical and horizontal alignment confirmation.



2. Survey – Ciorba & American Engineering & Surveying

- A. American Engineering & Surveying will be responsible for setting the horizontal and vertical control using the benchmarks and control points established in Phase I.
- B. Ciorba will perform a supplemental survey for maintenance of traffic.
- C. Ciorba will survey tagged trees from tree survey (see Huff & Huff scope).
- D. Ciorba will incorporate supplemental survey data into the base mapping and update the Digital Terrain Model (DTM).

3. Water Resources – Ciorba

- A. Design storm sewer and ditch improvements and prepare drainage sheets.
- B. Design compensatory storage to be included in grading sheet.
- C. Design erosion control and landscape and prepare sheets.
- D. Prepare permit applications and respond to comments:
  - a. DuPage County Stormwater Management (DCSM). DuDOT will submit permit application to DCSM after preparation by Ciorba.
  - b. U.S. Army Corps of Engineers.
  - c. Floodway permit through IDOT on behalf of IDNR.
  - d. Kane-DuPage SWCD

4. Traffic Signal Design/Plans - Ciorba

- A. Traffic Signal Design
  - a. Obtain record drawings
  - b. Coordinate electric service with ComEd
- B. Prepare Temporary Traffic Signal Plans – Preliminary (60%), Pre-final (90%), and Final (100%) submittals. Plan details to be coordinated with DuDOT prior to beginning work.
  - a. Standard Details (D1)
  - b. Temporary Traffic Signal Plan (2 stages/substages)
  - c. Temporary Traffic Signal Cable Plan
  - d. Temporary Interconnect Plan
  - e. Temporary Interconnect Plan Schematic
  - f. Attach Record Drawings
- C. Calculate quantities for Preliminary, Pre-final, and Final submittals.



D. Prepare special provisions for all submittals listed above.

5. Engineering Design/Plans – Ciorba

A. Roadway Design

- a. Prepare pavement design.
- b. Prepare barrier warrant analysis at eastbound bridge approach and eastbound bridge departure.
- c. Develop a 3D model.

B. Prepare Roadway Plans – 60% Preliminary, 90% Pre-Final and 100% Final.

- a. Cover Sheet
- b. General Notes/Index/Highway Standards
- c. Summary of Quantities
- d. Existing and Proposed Typical Sections
- e. Schedule of Quantities
  - 1. Earthwork Schedule
  - 2. Paving, Tree removal, Removals, Pavement marking
- f. Alignment, Ties, and Benchmarks
  - 1. Alignment
  - 2. Ties & Benchmarks
- g. Existing Conditions and Removal Items (1" = 20')
- h. Plan and Profile (1" = 20')
- i. Maintenance of Traffic (1" = 40')
  - 1. General Notes & Description
  - 2. MOT Typical Sections
  - 3. Stage 1 Plans
  - 4. Stage 2 Plans
- j. Pavement Marking and Signing (6 sheets, 1" = 40')
- k. Special Details
  - 1. ADA Details
    - a. Pine Court – 2 ramps
    - b. Connection Detail at Forest Preserve Path



## 2. DuDOT & IDOT D1 Details

### 1. Cross Sections (50 spacing on cross sections)

#### 1. 38 cross section + 7 intersection/driveway

- C. Calculate quantities for the preliminary, pre-final and final plan submittals.
- D. Prepare specifications for the 60% Preliminary, 90% Pre-Final and 100% Final..
- E. Prepare estimate of time and cost for the 60% Preliminary, 90% Pre-Final and 100% Final..

## 6. Structural Design/Plans – Ciorba

- A. Prepare Structural Plans – 60% Preliminary, 90% Pre-Final, and 100% Final for submittal to the County. The 25% submittal was the TS&L
- B. The anticipated plan sheets are:
  - a. General Plan and Elevation
  - b. General Notes and Bill of Material
  - c. Staged Construction Cross Sections and Details (2 sheets)-The bridge will be built in two stages. A temporary soil retention system layout will be shown.
  - d. Removal Plan
  - e. Abutment Details - It is anticipated that a cast in place concrete integral abutment will be used on driven piles
  - f. Deck Elevations
  - g. Approach Slab Elevations
  - h. Deck Plan
  - i. Superstructure and Parapet Details
  - j. Beam Plan-The hours and sheet count are based on the use of Precast Prestressed Concrete (PPC) I-Beams. If the County changes to utilize the press brake tub girders, the number of sheets and hours will need to be revised.
  - k. Approach Slab Detail
  - l. Soil Boring Logs
  - m. Base sheets - Temporary Concrete Barrier, Bar Splicers, and Driven piles
  - n. Retaining Wall Design, Plans & Details – Approximately 670' of retaining wall at the NE quadrant and 100' of wall at the NW quadrant of the bridge are required to build the proposed pedestrian path due to the restricted ROW. These walls are anticipated to be driven soldier pile wall with a cast



in place concrete wall facing. A moment slab/barrier wall is not anticipated on top of the retaining wall and a pedestrian railing is not anticipated at this location. The maximum retained heights are expected to be less than 8'-0". Structural design and stability of the permanent earth retention system will be required along with design plans and details.

o. Temporary Soil Retention System

7. Public Involvement

- A. No public meetings are anticipated.

8. Construction Assistance

- A. Respond to RFIs as necessary and issue Construction Revisions as needed
- B. Review shop drawings
  - a. PPC I-beams

9. QC/QA

- A. Perform Quality Control / Quality Assurance during the project per Ciorba Group's Quality Assurance/Quality Control plan.

10. Project Management and Administration

- A. Provide project oversight.
- B. Prepare invoices and progress reports.
- C. Project control for scope, schedule, and budget.

8. Plat of Highways – American Engineering & Surveying – see attached scope of work

- A. Prepare Plat of Highways, legal descriptions, and field staking.
- B. Complete appraisals.
- C. Pot-holing of existing utilities is not anticipated for this project.

9. Geotechnical – Rubino Engineering – see attached scope of work.

- A. Soil Borings
- B. Laboratory Testing
- C. Preparation of Retaining Wall Geotechnical Report

10. Environmental Services – Huff & Huff – see attached scope of work.

- A. Wetland Delineation
- B. Northern Long Eared Bat (NLEB) Survey
- C. Preliminary Site Investigation



D. Tree Survey

11. Appraisal Review & Negotiations – Santacruz Land Acquisitions – see attached scope of work.

A. Review Appraisals

B. Negotiations



Activity	Grand Total	Principal	Project Manager	Lead Structural Engineer	Sr. Project Engineer	Project Engineer	Senior Resident Engineer	Resident Engineer	Senior Engineer	Structures Engineer I	Engineer II	Structures Engineer I	Engineer I	Senior Technician	Technician II	Technician I	Administrative Services	# of Sheets	Task Code	Subtask Code	Labor Code
<b>TOTAL</b>	<b>3239</b>	<b>121</b>	<b>192</b>	<b>151</b>	<b>316</b>	<b>254</b>	<b>14</b>	<b>0</b>	<b>372</b>	<b>259</b>	<b>516</b>	<b>409</b>	<b>175</b>	<b>460</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			
<b>1. Meetings, Data Collection &amp; Coordination</b>	<b>Task Total: 219</b>		66	58	41				54									0	01	0100	100
0100 Meetings	<b>Task Total: 131</b>		40	32	41				18									0	01	0100	110
Meetings with Owner and Owner Reps (# mtg x # hrs/mtg x # of staff)																		0	01	0100	111
Meetings with Owner (Comment Review) (3 mtg x 1 hrs/mtg x 5 of staff)	15		3	3	9													0	01	0100	111
Meetings with Owner (8 mtg x 1 hrs/mtg x 2 of staff)	16		8	8														0	01	0100	111
Meetings with Forest Preserve (1 mtg x 1 hrs/mtg x 2 of staff)	2		1	1														0	01	0100	111
Plan in Hand Meetings	20		4	4	12													0	01	0100	111
Meetings with Project Team (24 mtg x 1 hrs/mtg)	48		16	16	16													0	01	0100	111
Meeting with Utilities (6 mtg x 1 hr/mtg)	12		6						6									0	01	0100	111
Meeting Minutes (11 mtg x 1 hr/mtg minutes)	11		1	4					6									0	01	0100	111
Prepare Agenda/Exhibits for Meetings (7 mtg x 1 hr/mtg)	7		1						6									0	01	0100	111
0120 Coordination	<b>Subtotal: 76</b>		26	26					24									0	01	0120	120
Coordination with Owner (1 hr/mo x 24 mo)	48		24	24														0	01	0120	121
Coordination with Other Forest Preserve	4		2	2														0	01	0120	121
Submittal and Review Coordination (including DCS) - (30%, 60%, Prelim, Final/ Stage 1, 2, 3)	24								24									0	01	0120	122
0130 Data Collection 2	<b>Subtotal: 12</b>								12									0	01	0130	130
Obtain Utility Atlases	12								12									0	01	0130	131
<b>2. Survey</b>	<b>Task Total: 36</b>													36				0	02	0200	200
0210 Field Survey	<b>Subtotal: 26</b>													26				0	02	0210	210
Project Setup (1-4 hours for Prj Eng & party chief)	2													2				0	02	0210	211
Supplemental Survey	16													16				0	02	0210	213
Tree Survey	8													8				0	02	0210	212
0220 Process Survey	<b>Subtotal: 10</b>													10				0	02	0220	220
Down Loading Total Station (1-2 hrs per down load every 2-3 days of topo)	2													2				0	02	0220	221
Drafting Existing Conditions (4,000 ft per day)	4													4				0	02	0220	222
Create Digital Terrain Model	4													4				0	02	0220	222
<b>3. Water Resources</b>	<b>Task Total: 404</b>		24		142						238							0	03	0300	300
0330 Stormwater Facility Design	<b>Subtotal: 198</b>				60						138							0	03	0330	330
Inlet Spacing	12				4						8							0	03	0330	331
Identify & Report Conflict Locations	6				2						4							0	03	0330	331
Storm Sewer Design	24				8						16							0	03	0330	331
Ditch Design	24				8						16							0	03	0330	331
Compensatory Storage Design	12				4						8							0	03	0330	331
Drainage Sheets	48				16						32							2	03	0330	332
Drainage Details	8				2						6							0	03	0330	332
Erosion and Sediment Control Plans	32				8						24							2	03	0330	333
Landscaping Plans	32				8						24							2	03	0330	334
0360 Permits	<b>Subtotal: 206</b>		24		82						100							0	03	0360	360
Permit - IDOT																		0	03	0360	361
Permit - DuPage County Stormwater	120		16		56						48							0	03	0360	361
Permit - USACE	40		4								24							0	03	0360	362
Permit - IDNR Floodway via IDOT	32		2		10						20							0	03	0360	362
Permit - SWCD	14		2		4						8							0	03	0360	362
<b>4. Electrical</b>	<b>Task Total: 61</b>						4		17		40							0	04	0400	400
0420 Traffic Signals Studies and Plans	<b>Subtotal: 61</b>						4		17		40							0	04	0420	420
Obtain record drawings	1						1											0	04	0420	421
Review record drawings	1						1											0	04	0420	421
ComEd Coordination	2						2											0	04	0420	422
Plans - Standard Details (8 sheets)	2										2							0	04	0420	424
Plans - Temporary Signal (2 stages, 2 sheets)	18								6		12							0	04	0420	424
Plans - Temporary Cable (2 stages, 2 sheets)	18								6		12							0	04	0420	424
Plans - Temporary Interconnect (1 sheet)	8								2		6							0	04	0420	424
Plans - Temporary Interconnect Schematic (1 sheet)	8								2		6							0	04	0420	424
Plans - Attach Record Drawings (5 sheets)	3								1		2							0	04	0420	424
<b>5. Roadway Studies/Plans</b>	<b>Task Total: 804</b>		8	8	160				225		224		155	24				0	05	0500	500
0540 Safety Studies	<b>Subtotal: 12</b>				2				2		8							0	05	0540	540
Barrier Warrant Analysis (2 locations)	12				2				2		8							0	05	0540	543
0560 Contract Plans	<b>Subtotal: 190</b>		8	8	35				39		38		38	24				0	05	0560	560
Cover Sheet (8 hrs/sheet)	8				2				2		2		2					1	05	0560	561
Alignment, Ties and Benchmarks (12 hrs/sheet)	24								2		2		24					2	05	0560	562
Typical Sections (12 hrs/sheet)	36				6				6		12		12					3	05	0560	563
Index/General Notes/Highway Standards/Commitments (12 hrs/sheet)	12				2				2		4		4					1	05	0560	564
Summary of Quantities (1 hrs/sheet x 4 submittals)	32				4				8		10		10					8	05	0560	565
Schedule of Quantities (6 hrs/sheet)	30				5				5		10		10					5	05	0560	565
Plan Assembly (4 hrs X submittal X total of 4 submittals)	16								16									0	05	0560	568
Disposition of Comments (8 hrs X submittal X total of 4 submittals)	32		8	8	16													0	05	0560	568
0570 Roadway Plans	<b>Subtotal: 594</b>				121				182		174		117					0	05	0570	570
Maintenance of Traffic (12 hrs/sheet)	144				36				36		36		36					12	05	0570	572
MOT General Notes and Description (8 hrs/sheet)	8				2				6									1	05	0570	572
MOT Typical Sections (12 hrs/sheet)	24				4				8		12							2	05	0570	572
Proposed Plan and Profile Sheets (20 hrs/sheet) (1"=20')	80				8				16		28		28					4	05	0570	574
Pavement Marking & Signing Plans (10 hrs/sheet) (1"=40')	60				12				12		18		18					6	05	0570	575
Removal Sheet/Existing Conditions (16 hrs/sheet) (1"=20')	64				8				8		24		24					4	05	0570	577
DUDOT & IDOT D1 Details (1 hrs/sheet)	10				2				2		3		3					10	05	0570	577
ADA Details (12 hrs/sheet)	24				4				4		8		8					2	05	0570	571
Cross Sections (4 hrs/s)	180				45				90		45							45	05	0570	578
0580 Pavement Analysis & Design	<b>Subtotal: 8</b>				2				2		4							0	05	0580	580
Complete Pavement Design	8				2				2		4							0	05	0580	582
<b>6. Structural Studies/Plans</b>	<b>Task Total: 1308</b>		12	61	63	102			2	259		409		400				0	06	0600	600
0620 Structural Plans - Bridge 1	<b>Subtotal: 1308</b>		12	61	63	102			2	259		409		400				0	06	0620	620
Plan Development Outline (PDO)	12		1	2					2	3		4						0	06	0620	621
Structural Design Criteria	2			2														0	06	0620	621
General Notes and Bill of Material	20		1	2		2			2		5		8					0	06	0620	621
Stage Construction Details and Shoring	60				6				12		18		24					0	06	0620	622
General Plan and Elevation	40				6				4		10		18					0	06	0620	623
Structural Removal	44		2		8				6		8		20					0	06	0620	623
Retaining Wall Design, Plans and Details (Soldier Pile Walls) 18 Sheets	510		2	23	35	55			100		135		160					0	06	0620	623
Deck Elevations (Design & 3 Sheets)	50			4	6				15		25							0	06	0620	623
Deck Plan	100			4	6				20		40		30					0	06	0620	623
Beam Plan (PPC Beams)	40			6					10		16		8					0	06	0620	623
Standard Details (Temp Barrier, Bar Splicers and Pile Sheet)																					



Activity		Grand Total	Principal	Project Manager	Lead Structural Engineer	Sr. Project Engineer	Project Engineer	Senior Resident Engineer	Resident Engineer	Senior Engineer	Structures Engineer II	Engineer II	Structures Engineer I	Engineer I	Senior Technician	Technician II	Technician I	Administrative Services	# of Sheets	Task Code	Subtask Code	Labor Code
7.	Quantity, Specifications & Estimates	Task Total:	190	18	8	36	10	10		74		14		20						07	0700	700
	0700 Quantity, Specifications and Estimates	Subtotal:	190	18	8	36	10	10		74		14		20						07	0700	700
	Quantity Calculations and BOM (Removals)		32			4				4		12		12						07	0700	702
	Quantity Calculations and BOM (Earthwork)		70							70										07	0700	702
	Quantity Calculations and BOM (Traffic Signals)		16	4				4						8						07	0700	702
	Quantity Calculations and BOM (Water Resources)		4				2					2								07	0700	702
	Quantity Calculations and BOM (Structural) - to be included in structural plans for IDOT project																			07	0700	702
	Specifications (Roadway and General)		24			24														07	0700	703
	Specifications (Traffic Signal)		8		2			6												07	0700	703
	Specifications (Water Resources)		12		4		8													07	0700	703
	Estimate of Time		12		4	4	4													07	0700	704
	Estimate of Cost		12		4	4	4													07	0700	705
8.	Construction Engineering / Administration	Task Total:	48	16	16	16														08	0800	800
	0840 Construction Assistance	Subtotal:	48	16	16	16														08	0840	840
	RFIs		24	8	8	8														08	0840	846
	Other Contractor Submittals Review		24	8	8	8														08	0840	847
9.	QC / QA	Task Total:	121	97	24															09	0900	900
	0900 QC / QA	Subtotal:	121	97	24															09	0900	900
	Water Resources QC/QA		16		16															09	0900	300
	Traffic Signals QC/QA		8		8															09	0900	400
	Roadway QC/QA		32	32																09	0900	500
	Structural QC/QA		65	65																09	0900	600
10.	Project Management & Administration	Task Total:	48	24	24															10	1000	105
	1000 Project Management & Administration	Subtotal:	48	24	24															10	1000	105
	Project Administration		24	24																10	1000	106
	Project Management		24		24															10	1000	107

Note: Number of sheets listed is for estimating purposes only. Total hours to complete each sheet is listed above  
9/22/2023 Revisions



# Scope of Work

## PROJECT SUMMARY

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**Project Name:** Phase II Army Trail Road over W. Branch DuPage River ASE Proposal No. 223045

**Owner:** DuPage County

**Date:** May 18, 2023

**Agent:** Ciorba

**Revision Date:** October 27, 2023

**Project Description** – ASE will provide Right of Way (ROW) acquisition services, including preparing the appropriate plats and legal descriptions, and developing appraisals. For this project, it is assumed that are 8 affected parcels (9 temporary easements, 4 permanent easements and 1 fee acquisition). DuPage County Forest Preserve property appraisals will not be performed or provided as a part of this scope. Review appraisals and negotiations will be performed and provided by others and are not part of this scope.

**Project Limits** – The acquisition parcels are detailed on the exhibit provided by Ciorba that is attached to this scope. The PINs are listed below.

- 01-14-300-013
- 01-14-300-018
- 01-14-300-020 (DuPage Co. Forest Preserve)
- 01-23-100-002 (DuPage Co. Forest Preserve)
- 01-23-100-009
- 01-23-100-008
- 01-23-101-001 (DuPage Co. Forest Preserve)
- 01-23-103-005 (DuPage Co. Forest Preserve)

## GENERAL CONDITIONS AND SCOPE ASSUMPTIONS

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1. All professional services will be performed to appropriate Minimum Standards of practice and Section 1270.56, Minimum Standards of Practice for surveys in Illinois.
2. All previous and relevant survey information will be provided to ASE at no cost prior to commencement of survey.
3. Owner/Agent will provide a Letter of Introduction to facilitate field operations.
4. Hazardous Waste sites designated as requiring protective equipment “Class D” or greater will not be entered unless provided for otherwise in the Scope of Work Tasks.
5. American Surveying & Engineering is not signatory to any organized labor agreements. We will not provide services in any capacity where labor disputes may exist. We will not be responsible for costs or delays associated with labor disputes relevant to work on this project.
6. Field work performed on this project is subject to the vagaries of weather. In the event weather impairs our ability to perform any specified professional services, we will contact the Owner/Agent to determine changes in schedule or cost. No additional work will be performed until the owner/agent has reviewed and approved a revised cost or schedule.
7. ASE will commence work at a mutually agreed to timeframe after NTP.

8. This SOW shall become part of the contract between Owner/Agent and ASE.
9. The Plat of Highways cannot be finalized until all Title Commitments have been received.
10. This proposal assumes that the County will order Title Commitments and provide to ASE At no additional cost.

## PROPOSAL TASKS

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1. Administration
  - 1.1. Meetings with Owner or Agent, including in-house meetings. Progress Reports, scheduling, invoicing and other project administrative tasks.
  - 1.2. Technical direction of staff.
  - 1.3. Project Management, resource coordination.
2. Document Compilation
  - 2.1. Obtain relevant project documents from Owner/Agent.
  - 2.2. Compile, review and index information.
  - 2.3. Prepare compiled information for field and office tasks.
3. Horizontal Control
  - 3.1. Search and reconnaissance for record control points. Recover and verify previous control points.
  - 3.2. Establish additional control as necessary.
  - 3.3. Traverse/GPS through found and established control.
  - 3.4. Office calculations, adjustment, tabulations of coordinates, and working drawings.
4. Land Acquisition Surveys for 8 affected parcels (9 temporary easements, 4 permanent easements and 1 fee-acquisition)
  - 4.1. Review boundary and title information provided to ASE.
  - 4.2. Search and locate property boundary monumentation/evidence, and section/quarter corners as applicable.
  - 4.3. Search and locate property boundary monumentation and evidence.
  - 4.4. Calculate property boundaries and Existing Right-of-Way.
  - 4.5. Calculate areas for proposed fee acquisitions and temporary easements.
  - 4.6. Prepare legal descriptions for proposed acquisitions.
  - 4.7. Prepare Plat of Highways.
5. Land Acquisition Services – Review appraisals and negotiations will be performed and provided by others, and are not a part of this scope.
  - 5.1. Appraisals (Assume 4 appraisals)
    - 5.1.1. Coordinate with Sub-Consultant Appraiser
    - 5.1.2. Market Data Analysis of Subject.
    - 5.1.3. Market Data Research.
    - 5.1.4. Meet with owner and conduct property inspection.
    - 5.1.5. Inspection and verification of comparable sale properties.
    - 5.1.6. Valuation Analysis.
    - 5.1.7. Preparation of Appraisal reports.
    - 5.1.8. Coordination with Review appraiser.

5.2. Land Acquisition Services Management and Coordination –Additional professional service time for coordination and management time for those services will be invoiced as professional services time in this subtask.

6. QA/QC

6.1. Review QA/QC plan.

6.2. Periodic project review.

6.3. Final review and report of QA/QC compliance.

## ASE WILL DELIVER TO CLIENT

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- A. Electronic versions of drawings client specified CADD platform.
- B. Plat of Highways and legal descriptions for land acquisition parcels. Plat of Highways will be completed per IDOT D1 standards.
- C. Completed Appraisal Dossier.

## DIRECT COST ITEMS

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- A. Courthouse Records & Recordation fees (assume 1) - \$1,000

## ITEMS SUPPLIED BY OTHERS

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- A. Record plans, including any previous survey information (if available).
- B. Title Commitments of the affected parcels.
- C. All pertinent site information including, but not limited to previous horizontal and vertical survey control survey information, existing aerial photography, Right-of-Way plans, centerline alignment, construction plans, plats of highway and original easements will be furnished to ASE, at no cost to ASE, prior to commencement of field operations.
- D. Permission and access to closed or locked areas requiring access to complete the survey.
- E. Letter of Introduction and written authorization for access to subject property for ASE's services on subject site.





AREA - PROPOSED RIGHT-OF-WAY (ROW)

AREA - PERMANENT EASEMENT

AREA - TEMPORARY EASEMENT

EXISTING RIGHT-OF-WAY (ROW)

PROPOSED RIGHT-OF-WAY (ROW)

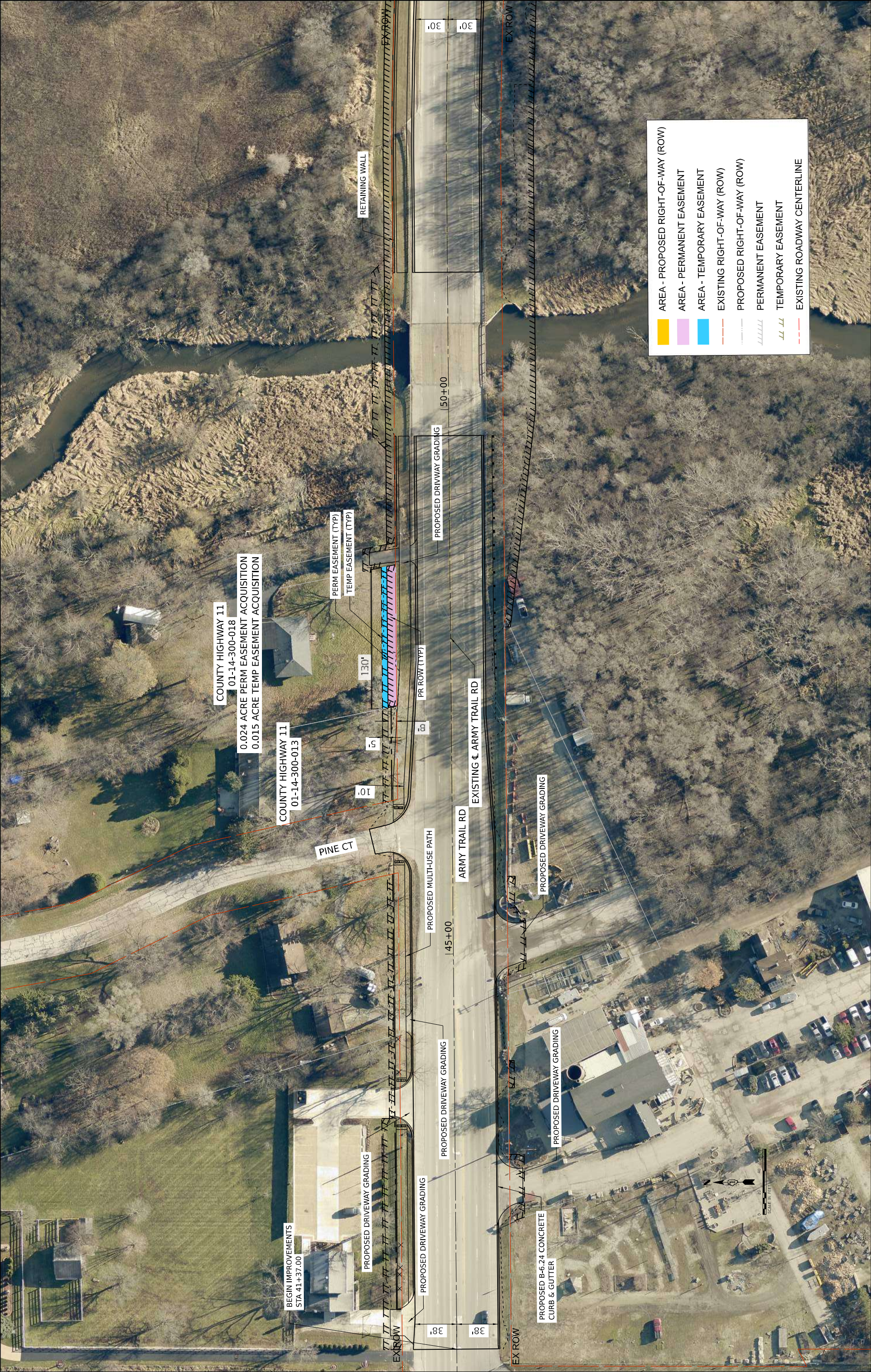
PERMANENT EASEMENT

TEMPORARY EASEMENT

EXISTING ROADWAY CENTERLINE

MODEL: Default FILE NAME: N:\P\0201286.0\1\CADD\SHK\Exhibits\021286.01-ROW3.dgn	DESIGNED -		REVISED -		STATE OF ILLINOIS		ARMY TRAIL ROAD ROW EXHIBITS		PARCEL NO. 1-14-300-013		SECTION		COUNTY		TOTAL SHEETS	
	DRAWN -		REVISED -		DEPARTMENT OF TRANSPORTATION		PROJECT		JOB NO.		F&E RATE		FED. ROAD DIST. NO.		TOTAL SHEETS	
	CHECKED -		REVISED -		SCALE:		SHEET		OF		SHEETS		TO STA.		CONTRACT NO.	
	DATE -		REVISED -		SCALE:		SHEET		OF		SHEETS		TO STA.		CONTRACT NO.	





AREA - PROPOSED RIGHT-OF-WAY (ROW)

AREA - PERMANENT EASEMENT

AREA - TEMPORARY EASEMENT

EXISTING RIGHT-OF-WAY (ROW)

PROPOSED RIGHT-OF-WAY (ROW)

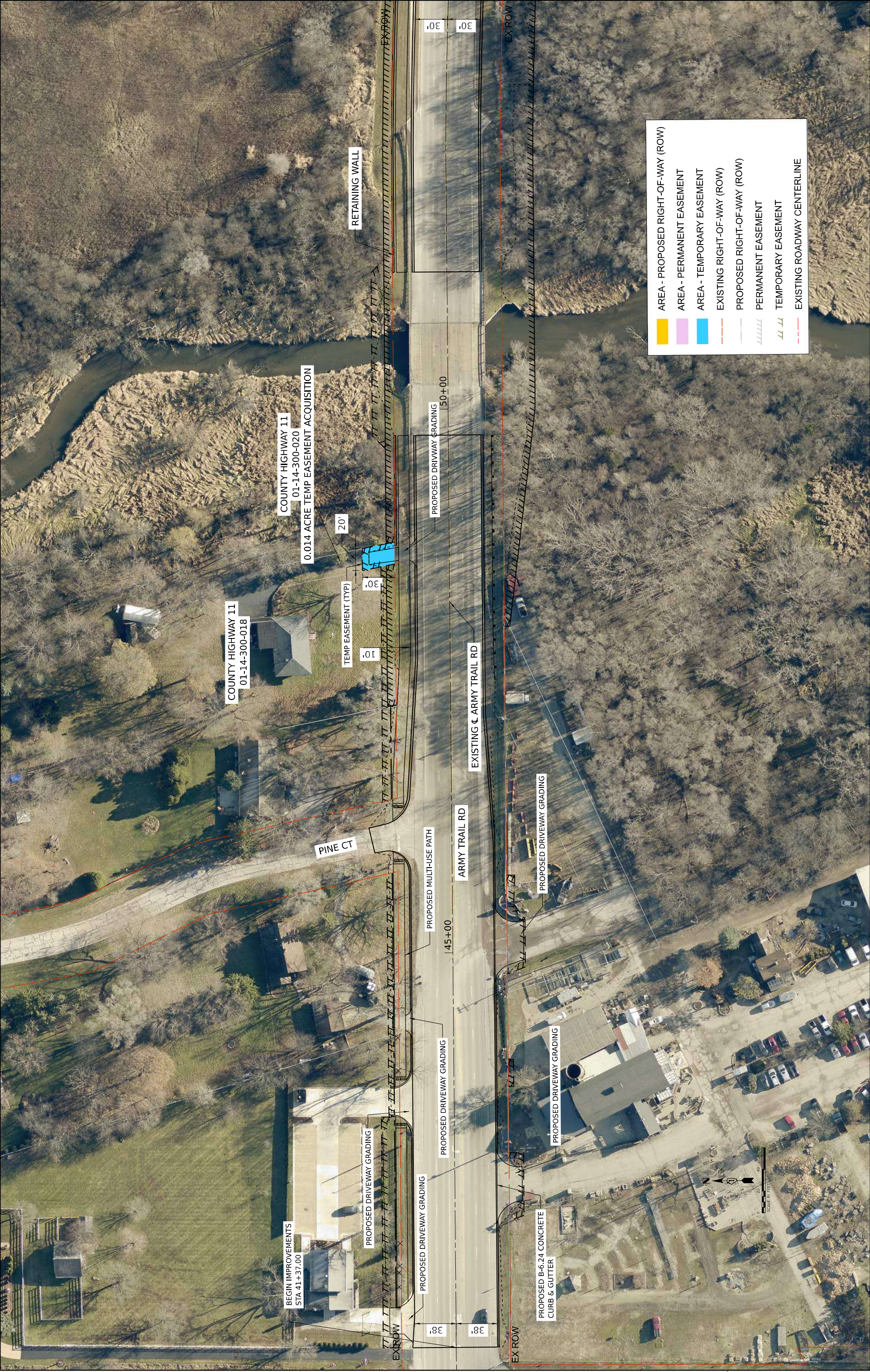
PERMANENT EASEMENT

TEMPORARY EASEMENT

EXISTING ROADWAY CENTERLINE

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION										ARMY TRAIL ROAD ROW EXHIBITS PARCEL NO. 1-14-300-018					
USER NAME = acreley		DESIGNED -	REVISED -			PROJECT		JOB NO.		F.A. RTE.		SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DRAWN -	REVISED -												
PLOT SCALE = 80,000' = 1" = 1 in.		CHECKED -	REVISED -												
PLOT DATE = 12/16/2022		DATE -	REVISED -			SCALE:		SHEET	OF	SHEETS	STA.	TO STA.		CONTRACT NO.	
												FED. ROAD DIST. NO.	ILLINOIS	FED. AID PROJECT	





AREA - PROPOSED RIGHT-OF-WAY (ROW)

AREA - PERMANENT EASEMENT

AREA - TEMPORARY EASEMENT

EXISTING RIGHT-OF-WAY (ROW)

PROPOSED RIGHT-OF-WAY (ROW)

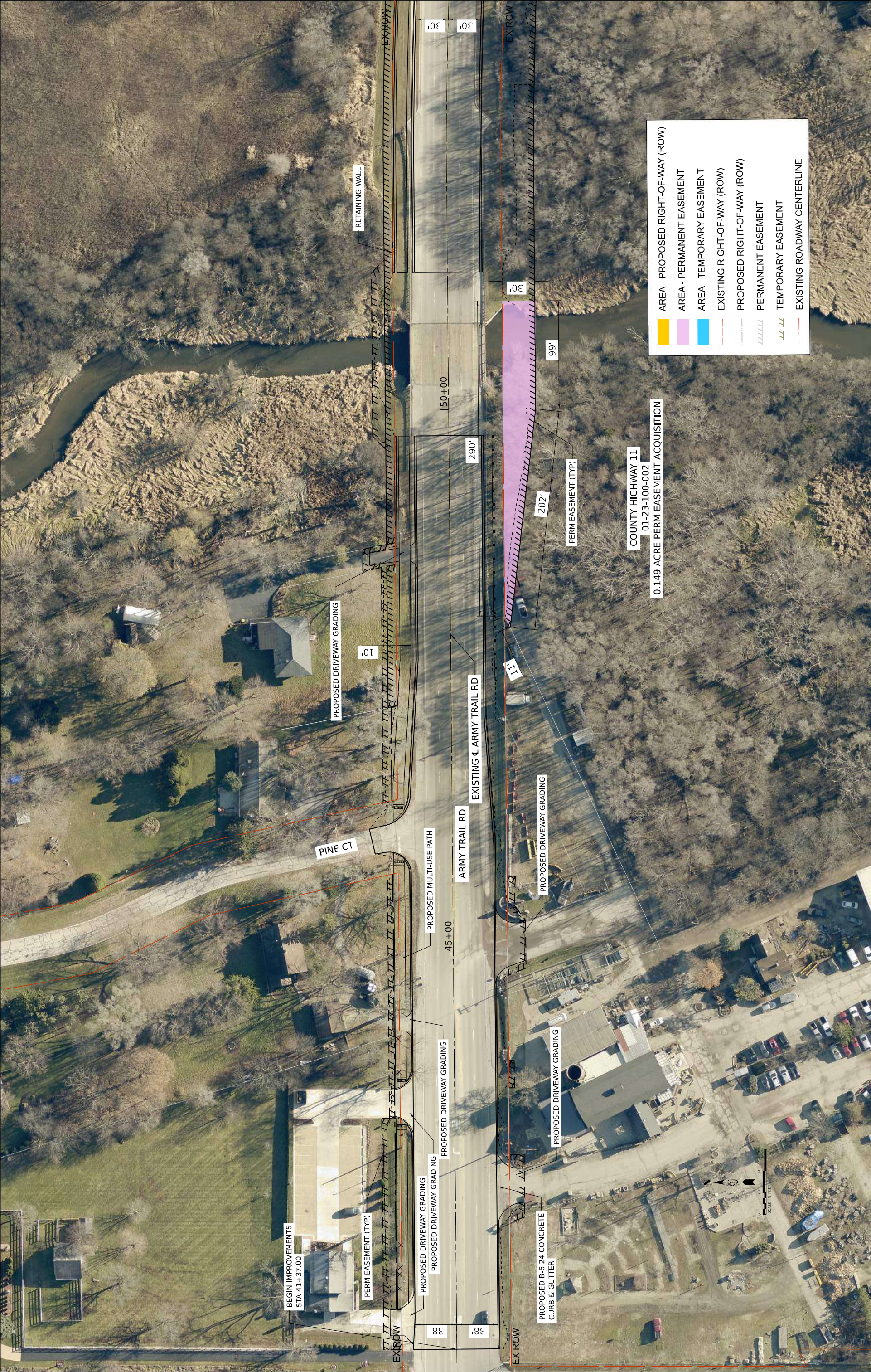
PERMANENT EASEMENT

TEMPORARY EASEMENT

EXISTING ROADWAY CENTERLINE

<div>STATE OF ILLINOIS</div> <div>DEPARTMENT OF TRANSPORTATION</div>		ARMY TRAIL ROAD ROW EXHIBITS									
		PARCEL NO. 1-14-300-020									
		DESIGNED -		REVISION -		PROJECT		JOB NO.		TOTAL SHEETS	
		DRAWN -		REVISION -		SHEET		OF		COUNTY	
		CHECKED -		REVISION -		SHEET		OF		SECTION	
		DATE		REVISION -		SCALE:		SHEET		F.A. RTE.	
		PLOT SCALE = 80,0000' / in.		DATE		PLOT DATE = 12/16/2022		FED. ROAD DIST. NO.		ILLINOIS	
		PLOT DATE = 12/16/2022		DATE		PLOT DATE = 12/16/2022		FED. ROAD DIST. NO.		ILLINOIS	
		PLOT DATE = 12/16/2022		DATE		PLOT DATE = 12/16/2022		FED. ROAD DIST. NO.		ILLINOIS	
		PLOT DATE = 12/16/2022		DATE		PLOT DATE = 12/16/2022		FED. ROAD DIST. NO.		ILLINOIS	





AREA - PROPOSED RIGHT-OF-WAY (ROW)

AREA - PERMANENT EASEMENT

AREA - TEMPORARY EASEMENT

EXISTING RIGHT-OF-WAY (ROW)

PROPOSED RIGHT-OF-WAY (ROW)

PERMANENT EASEMENT

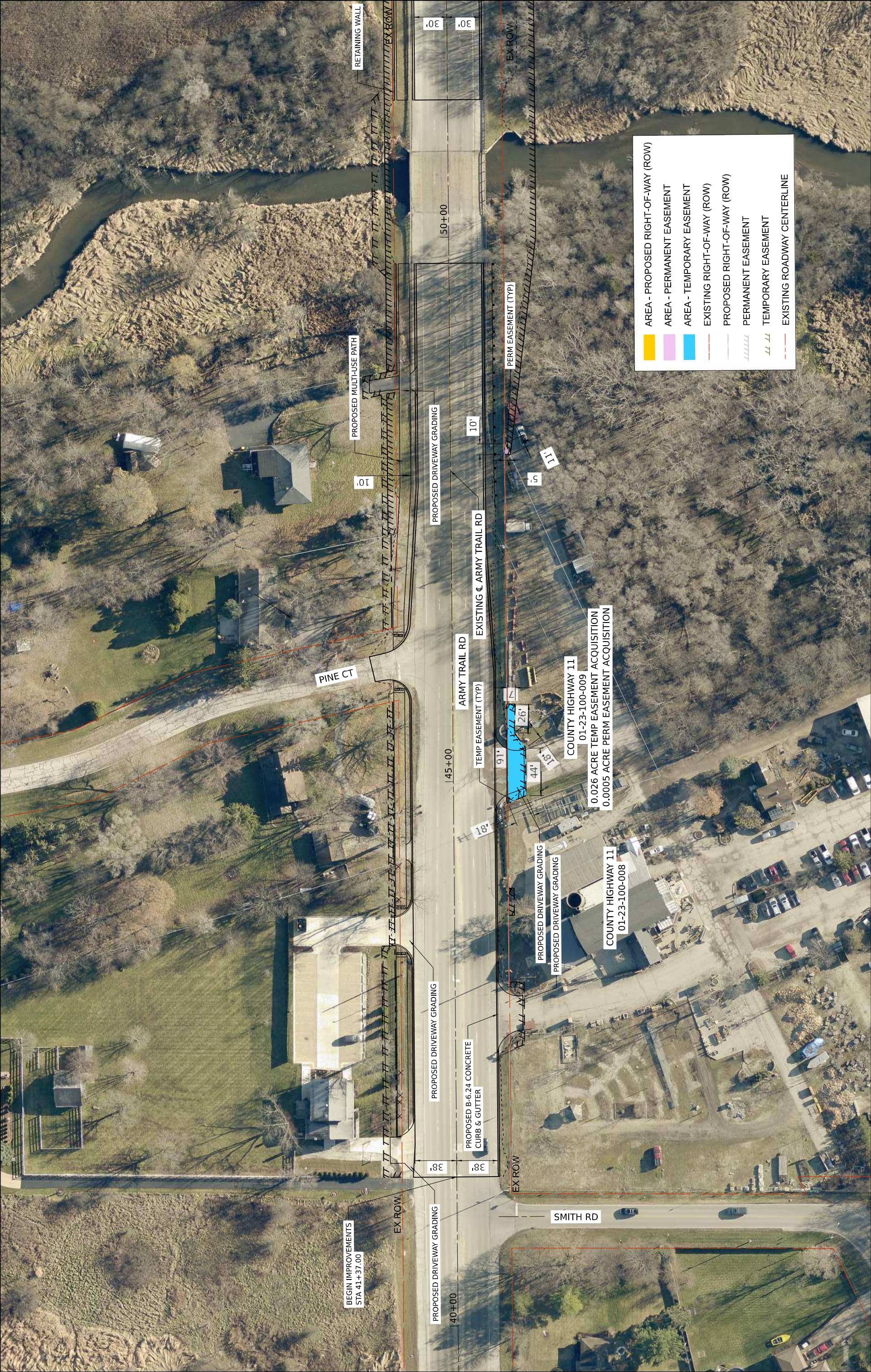
TEMPORARY EASEMENT

EXISTING ROADWAY CENTERLINE

COUNTY HIGHWAY 11  
01-23-100-002  
0.149 ACRE PERM EASEMENT ACQUISITION

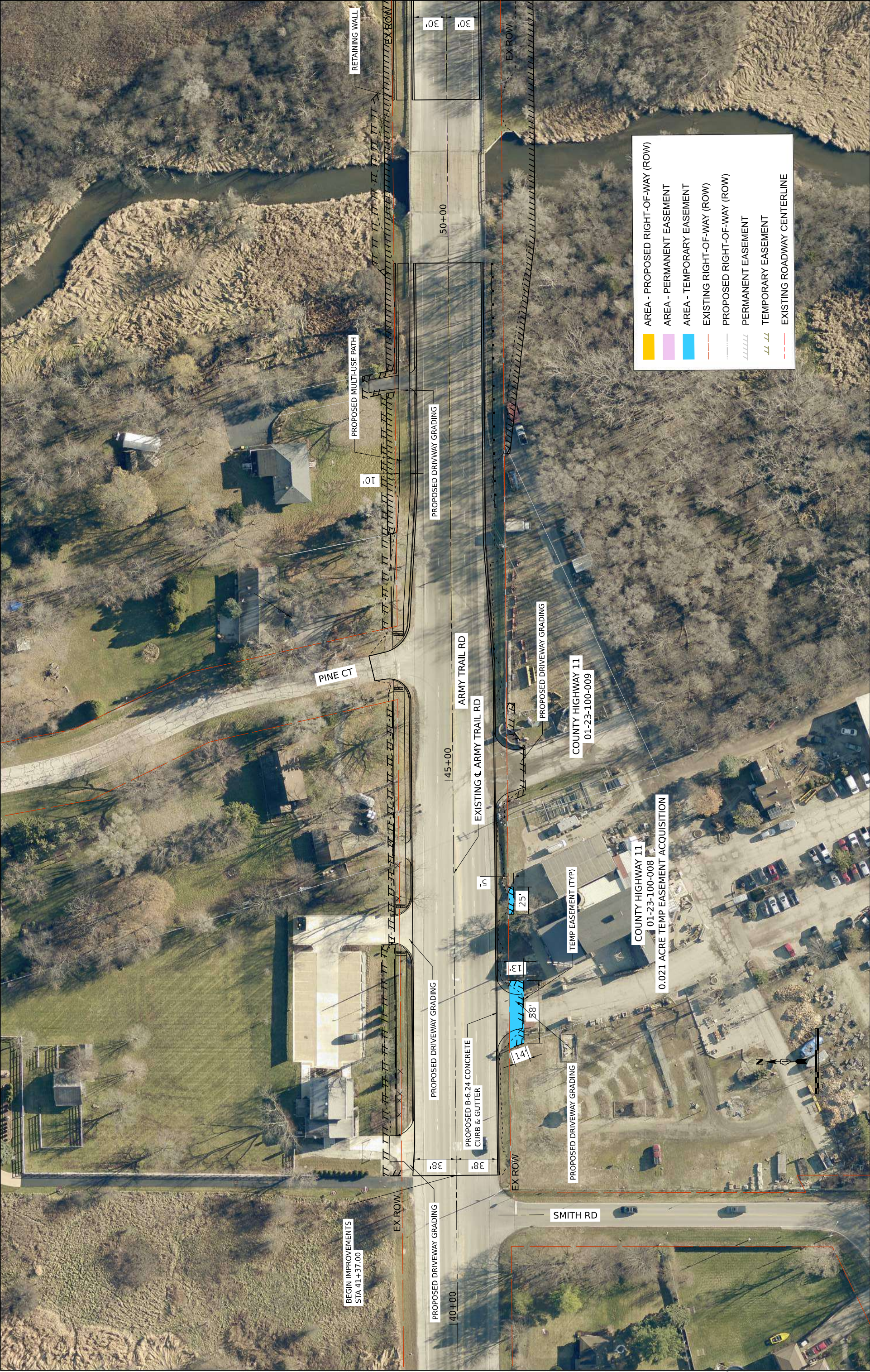
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	DRAWN -		REVISION -	REVISION -	DEPARTMENT OF TRANSPORTATION			PARCEL NO. 1-23-100-002		
	CHECKED -		REVISION -	REVISION -				PROJECT SHEET		
	PLOT SCALE = 80.000' / in.		DATE -	REVISION -	SCALE:			SHEET OF		
PLOT DATE = 12/16/2022					TO STA.			JOB NO.		
					FED. ROAD DIST. NO.			FED. AID PROJECT		
					ILLINOIS			CONTRACT NO.		
					SECTION			COUNTY		
					F.A. RATE			TOTAL SHEETS		
								SHEET NO.		





STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				ARMY TRAIL ROAD ROW EXHIBITS PARCEL NO. 1-23-100-009			
DESIGNED -		REVISION -		PROJECT		JOB NO.	
DRAWN -		REVISED -		SHEET		STA.	
CHECKED -		REVISED -		SCALE:		OF	
DATE -		REVISED -		FED. ROAD DIST. NO.		ILLINOIS	
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PLOT DATE = 12/16/2022		USER NAME = acreley		SECTION		COUNTY	
				F.A. RATE		TOTAL SHEETS	
						SHEET NO.	





AREA - PROPOSED RIGHT-OF-WAY (ROW)

AREA - PERMANENT EASEMENT

AREA - TEMPORARY EASEMENT

EXISTING RIGHT-OF-WAY (ROW)

PROPOSED RIGHT-OF-WAY (ROW)

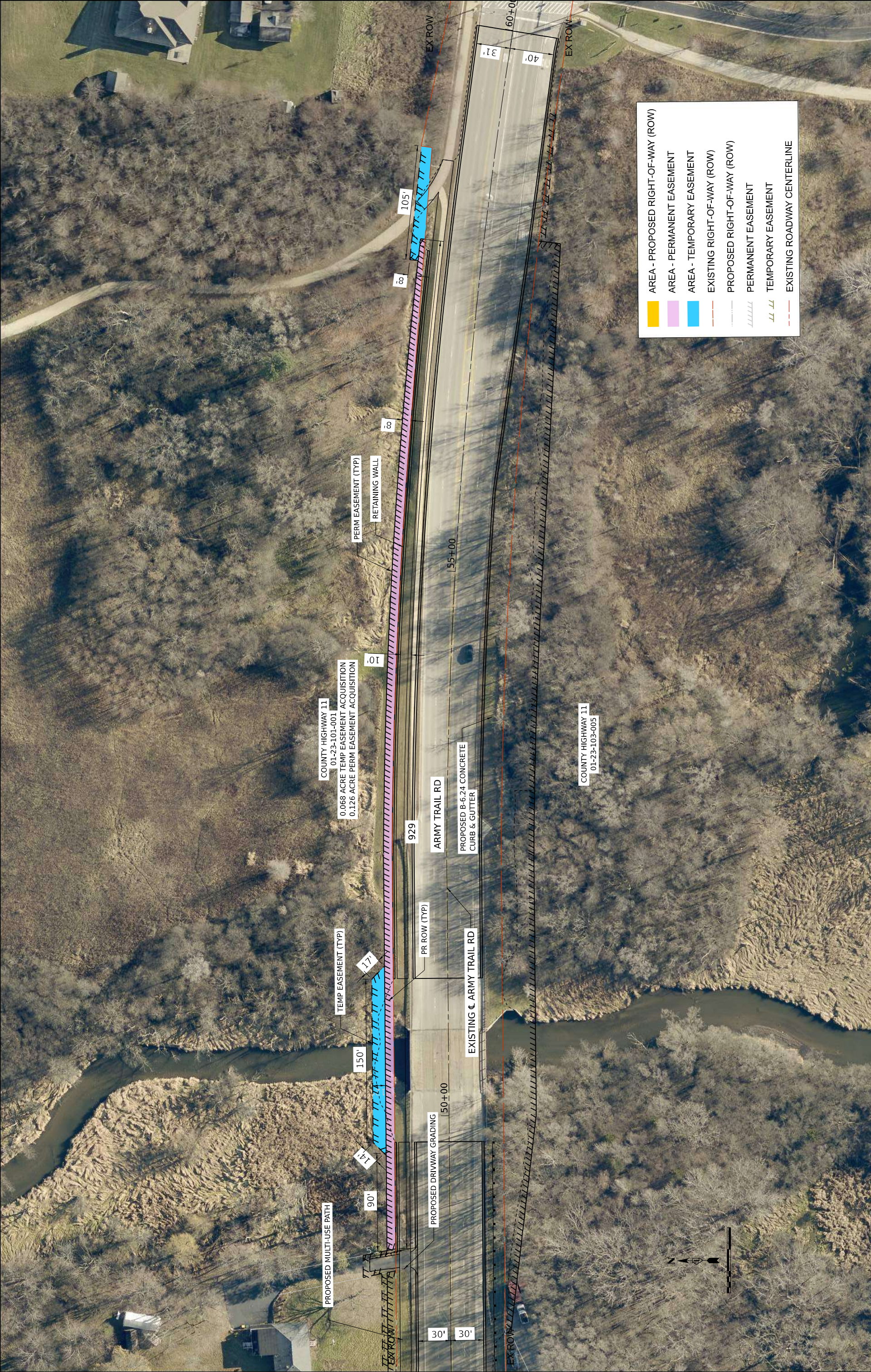
PERMANENT EASEMENT

TEMPORARY EASEMENT

EXISTING ROADWAY CENTERLINE

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				ARMY TRAIL ROAD ROW EXHIBITS PARCEL NO. 1-23-100-008			
DESIGNED -		REVISED -		PROJECT		JOB NO.	
DRAWN -		REVISED -		SHEET		STA.	
CHECKED -		REVISED -		SCALE:		TO STA.	
DATE -		REVISED -		FED. ROAD DIST. NO.		ILLINOIS   FED. AID PROJECT	
USER NAME = acreley		PLOT SCALE = 80,000' / in.		F.A. RATE:		COUNTY	
PLOT DATE = 12/16/2022						TOTAL SHEETS	
						CONTRACT NO.	





AREA - PROPOSED RIGHT-OF-WAY (ROW)

AREA - PERMANENT EASEMENT

AREA - TEMPORARY EASEMENT

EXISTING RIGHT-OF-WAY (ROW)

PROPOSED RIGHT-OF-WAY (ROW)

PERMANENT EASEMENT

TEMPORARY EASEMENT

EXISTING ROADWAY CENTERLINE

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			PROJECT	JOB NO.	STA.				
			SCALE:	SHEET	OF	SHEETS	TO STA.		CONTRACT NO.
							ILLINOIS   FED. AID PROJECT		





- AREA - PROPOSED RIGHT-OF-WAY (ROW)
- AREA - PERMANENT EASEMENT
- AREA - TEMPORARY EASEMENT
- EXISTING RIGHT-OF-WAY (ROW)
- PROPOSED RIGHT-OF-WAY (ROW)
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXISTING ROADWAY CENTERLINE

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION										ARMY TRAIL ROAD ROW EXHIBITS PARCEL NO. 1-23-103-005										TOTAL SHEET NO.					
DESIGNED -										REVISED -										F.A. RATE:		COUNTY		SECTION	
DRAWN -										REVISED -															
CHECKED -										REVISED -															
PLOT SCALE = 80,000' / in.																									
PLOT DATE = 12/16/2022																									

MODEL: Default  
FILE NAME: N:\P00\021286.0\ICADD\SHMK\exhibits\021286.01-ROW\10.dgn





PROJECT: Army Trail Road Phase II

LOCATION: DuPage County

CLIENT: Ciorba

PROPOSAL No.: 223045

DATE: 10/27/2023

TASK 1.0 Administration		Man Hours																				
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL
1.1	Meetings, reports, scheduling, etc.		2			5														3		10
1.2	Technical Direction of Staff		2			4																6
1.3	Project management & coord.		2			5																7
1.4																						0
1.5																						0
1.6																						0
1.7																						0
1.8																						0
1.9																						0
	TOTAL HOURS	0	6	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	23

TASK 2.0 Data Compilation		Man Hours																				
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL
2.1	Courthouse & Data Research		2			4																6
2.2	Compile & Review data		2			4																6
2.3	Catalog and transfer to field		2			4																6
2.4																						0
2.5																						0
2.6																						0
2.7																						0
2.8																						0
2.9																						0
	TOTAL HOURS	0	6	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18

TASK 3.0 Horizontal & Vertical Control		Man Hours																				
ITEM	Description	PIC	PM	P/S/E 4	P/S/E 3	P/S/E 2	P/S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW 2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL
3.1	Recon. & locate existing mon's.									4	4											8
3.2	Establish additional control									4	4											8
3.3	Traverse/GPS									2	2											4
3.4	Office Calcs		2			4																6
3.5																						0
3.6																						0
3.7																						0
3.8																						0
3.9																						0
	TOTAL HOURS	0	2	0	0	4	0	0	0	10	10	0	0	0	0	0	0	0	0	0	0	26

TASK 4.0 Land Acquisition Surveys		Man Hours																				
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL
4.1	Title/Boundary Information Review		2			14																16
4.2	Search/Locate Section Corners									50	50											100
4.3	Search/Locate Property Corners									50	50											100
4.4	Calculate boundaries, ROW		4			16		10														30
4.5	Calculate proposed acquisitions		4			16		10														30
4.6	Prepare Legals		4			8																12
4.7	Prepare Plat of Highways	4	8			8		50														70
4.8																						0
4.9																						0
	TOTAL HOURS	4	22	0	0	62	0	70	0	100	100	0	0	0	0	0	0	0	0	0	0	358



PROJECT: Army Trail Road Phase II

LOCATION: DuPage County

CLIENT: Ciorba

PROPOSAL No.: 223045

DATE: 10/27/2023

TASK 5.0 Land Acquisition Services		Man Hours																				
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL
5.1	Appraisals												40	48								88
5.2	Land Acq. Management/Coordination		1										3	4								8
5.3																						0
5.4																						0
5.5																						0
5.6																						0
5.7																						0
5.8																						0
5.9																						0
	TOTAL HOURS	0	1	0	0	0	0	0	0	0	0	0	43	52	0	0	0	0	0	0	0	96

TASK 6.0 QA/QC		Man Hours																				
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW 2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL
6.1	Project QA/QC		2			5																7
6.2	Periodic Project review		2			4																6
6.3	Final review and report		2			5																7
6.4																						0
6.5																						0
6.6																						0
6.7																						0
6.8																						0
6.9																						0
	TOTAL HOURS	0	6	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20



PROJECT: Army Trail Road Phase II

LOCATION: DuPage County

CLIENT: Ciorba

PROPOSAL No. 223045

DATE: 9/15/2023

SUMMARY OF TASKS												MANHOURS											
TASK	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL		
1.0 Administration	0	6	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	23		
2.0 Data Compilation	0	6	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18		
3.0 Horizontal & Vertical Contr	0	2	0	0	4	0	0	0	10	10	0	0	0	0	0	0	0	0	0	0	26		
4.0 Land Acquisition Surveys	4	22	0	0	62	0	70	0	100	100	0	0	0	0	0	0	0	0	0	0	358		
5.0 Land Acquisition Services	0	1	0	0	0	0	0	0	0	0	0	43	52	0	0	0	0	0	0	0	96		
6.0 QA/QC	0	6	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20		
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Total Hours	4	43	0	0	106	0	70	0	110	110	0	43	52	0	0	0	0	0	3	0	541		



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION  
MANAGEMENT

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F: 630.684.9120  
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www.gza.com



October 17, 2023

Mr. William Mardauss, PE, SE  
Structural Project Engineer  
Ciorba Group  
8725 W. Higgins Road, Suite 600  
Chicago, Illinois 60631

via email: [wmardauss@ciorba.com](mailto:wmardauss@ciorba.com)

**Re: Phase II Environmental Engineering Services (Wetlands, PSI, and Trees)  
Army Trail Road Bridge Over the West Branch DuPage River  
Near the Village of Bartlett, DuPage County, Illinois  
Proposal No. 81.P013038.24**

Dear Mr. Mardauss:

Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc., is pleased to submit this proposal to Ciorba Group (Client) to conduct Phase II environmental services for the proposed Army Trail Road Bridge (S.N. 022-3094) improvement project located near the Village of Bartlett, DuPage County, Illinois. Proposed services include the completion of wetland delineations, clean construction or demolition debris (CCDD) documentation, bridge bat assessment, and a tree survey.

This proposal presents our Project Understanding, Scope of Services, Level of Effort and Schedule, and Acceptance for completing the project. Costs, and Terms and Conditions are presented as attachments.

**1. PROJECT UNDERSTANDING**

H&H understands that Client has been retained by DuPage County Division of Transportation to develop a proposal for Phase II Design for the proposed project along Army Trail Road near Bartlett, DuPage County, Illinois. H&H completed a wetland delineation and PESA for Phase I of the project in 2021 and 2022, respectively. The PESA identified two (2) potentially impacted properties (PIPs).

In preparing this proposal, H&H has made the following assumptions:

- Wetland mitigation design, plan preparation, monitoring, or management services are not included in this proposal; and
- Wetland permitting is not included in this scope of services. This includes USACE and DuPage County. If permitting with any of these agencies is required, a separate scope of services and cost estimate will be prepared.
- There are no additional environmental concerns within the Project Corridor not referenced in this proposal that would impede the USACE and DuPage County coordination and permitting process, such as the presence of state and federal endangered and threatened species, protected historical and cultural sites, and environmental due diligence.
- The analytical results from one sample interval are considered representative of the planned excavation depth at each respective boring location.
- The analytical results from the sediment sample is considered representative of all sediment planned for disturbance.





## 2. SCOPE OF SERVICES

### Task 1: Wetland Delineation

H&H proposes to update the wetland delineation completed in 2021 for all areas within the Project Corridor in accordance with:

- The USACE *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)*, (Supplemental Wetland Manual); and
- The February 25, 2022 USACE Nationwide Permit Program (NWP)
- The September 2022 edition of the DuPage County Countywide Stormwater & Floodplain Ordinance

### A. Off-Site Record/Document Review

The following records/documents will be reviewed prior to conducting field investigations. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The resources to be reviewed and used include:

- Aerial Photographs;
- U.S. Geological Survey (USGS) Topographic Maps;
- U.S. Fish and Wildlife Service (USFWS), National Wetland Inventory (NWI) Maps;
- DuPage County Wetland Inventory and Critical Wetlands Maps;
- Natural Resources Conservation Services (NRCS), Soil Survey of DuPage County;
- DuPage County Flood Insurance Rate Maps (FIRM); and
- USGS Hydrologic Atlases.

### B. On-Site Investigation (Field Inventory)

H&H will update the wetland delineation for all wetlands within the Project Corridor. Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland. Functions of wetlands based on field observations will also be evaluated during the on-site investigation. Wetland and surface water perimeters within the Project Area will be surveyed by H&H in the field using Global Positioning System (GPS). A wetland and surface water boundary map will be derived from the GPS survey of these features. Shapefiles of the surveyed areas will be provided. H&H typically conducts GPS survey for all wetlands and surface waters to provide information to complete the report exhibits. In addition to GPS, H&H will flag the wetland boundaries for DuPage County's Boundary Verification.

Time is included for a field meeting with DuPage County to complete a Boundary Verification. A boundary verification fee of \$500 is included in this proposal.

### C. Wetland Report

An updated Wetland Delineation Report will be prepared summarizing the findings of the desktop review and the on-site investigation. This report will be submitted to the Client as a PDF only. The shapefiles of the wetland boundaries as surveyed in the field will also be provided to the Client via email. Specific items to be included in the report are as follows:

- Map identifying the Project Area and the wetland and surface water boundaries;
- Aerial photographs with the limits of delineated wetlands, surface waters, and data points;
- USACE data sheets with color photos of the vegetation, soils, and wetlands at each data point;



- Floristic Quality Assessment (FQA) table with associated native Floristic Quality Index (FQI) and mean native Coefficient of conservatism (C-value) calculations;
- Written description of wetland functional classification;
- Permitting summary;
- Jurisdictional summary;
- Identification of 303(d) impaired waterways; and
- Mitigation requirements and options.

## **Task 2: CCDD Documentation --- LPC 663**

### **A. Due Diligence**

Based on the Potentially Impacted Properties (PIPs) identified in the previously completed Preliminary Environmental Site Assessment (PESA), an LPC-663 Form is considered necessary for CCDD facilities to consider acceptance of project spoils. Additionally, it is anticipated that a new database review and site visit will be conducted to confirm the previously identified PIPs.

### **B. Soil Borings and Soil Sampling**

It is anticipated that up to one (1) day of field effort will be required with up to six (6) soil borings and collection of one (1) sediment sample will be completed to assess the Project Corridor soils.

Borings are planned to be completed to maximum depths of up to approximately fifteen (15) feet below ground surface with the aid of a drilling (GeoProbe) subcontractor and traffic control services. The sediment sample is proposed for collection via hand auger. The borings will be advanced and soil samples collected for laboratory analysis to address sites identified as RECs/PIPs and for additional project coverage of non-REC/PIP for soil disposal considerations, specifically at locations identified for proposed excavation. The depths of the soil borings will be dependent upon design details to account for depths of proposed disturbance as described above. Samples will be collected in 2- to 5-foot intervals for field screening and select samples prepared for laboratory analysis as discussed below.

### **C. Analytical**

Up to seven (7) samples (six soil and one sediment sample) are planned to be analyzed for the contaminants of concern (COCs) per IDOT protocol, which include:

- 8 RCRA metals
- SPLP/TCLP Metals (8 RCRA)
- Volatile organic compounds (VOCs)
- Poly-nuclear aromatic hydrocarbons (PNAs)
- Soil pH

Additionally, the two samples proposed in the vicinity of the nurse garden center PIP are also planned for analyses of pesticides. The sediment sample will also be analyzed for PCBs and an expanded semi-volatile organic compound (SVOC) list opposed to the PNA suite.

### **D. CCDD (LPC-Form) Documentation**

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. Based on the analytical suite it is also anticipated that IDOT 669.05



soil types will also be identified. The analytical sample selected for analysis will be considered representative of the full boring depth. If results achieve the MAC values, GZA will prepare the LPC-663 document that will be signed/stamped by the GZA. Locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

### **Task 3: Bridge Bat Assessment**

H&H will update the bat assessment for bridges and culverts greater than 48" tall, utilizing the USFWS Appendix D: Bridge/Structure Bat Assessment Form. This task will be completed during the wetland delineation field visits. The Bridge Bat Assessment forms will be provided to Ciorba and DuPage County DOT for use documenting evidence of bat occupancy. The bat assessment will be completed during the wetland delineation field visit. An additional field visit for this assessment is not included.

### **Task 4: Tree Survey/Data Collection**

H&H will complete a tree survey within the project limits. H&H will identify trees to species level and determine health, structure, and origin. H&H will note whether any trees are of exceptional size and condition. H&H will also determine which trees are worth avoidance, if any. The tree survey will follow Illinois Department of Transportation (IDOT) Departmental Policies (D&E – 18) for trees located within existing right-of-way and Forest Preserve District of DuPage County (FPDDC) policy for trees on Forest Preserve Property. In addition, trees 2" diameter and greater in the project area will be included in the survey due to tree clearing restrictions for the northern long-eared bat (NLEB; *Myotis septentrionalis*).

IDOT Departmental Policies (D&E – 18) specifies trees with a diameter at breast height (DBH) of six inches or greater as well as trees with a DBH of less than six (6) inches, when such have been intentionally planted for landscaping, environmental mitigation, or habitat preservation/enhancement purposes be identified. The FPDDC requires tree surveys include DBH  $\geq 3"$  with tree numbers and a list that includes the tree number, species, size, condition. FPDDC prefers a survey include all types of trees including invasive and dead trees since it provides their staff with more detailed and current information about their lands.

This scope of work assumes that all surveyed trees will be tagged with aluminum tree tags by H&H. Once tagged, the trees will be surveyed by the Client or Client-hired subconsultant.

Time under this sub-task also includes a formal assessment of trees that may provide suitable habitat for listed bat species, including the NLEB. The bat assessment only entails an assessment of the potential for individual trees and forest resources to provide suitable habitat for bats and does not include a survey for specific bat surveys via mist netting or echolocation surveys within the project or adjacent areas.

This proposal assumes that the survey data and stationing and offset data will be provided to H&H in Shapefile (GIS) or MicroStation format by the Client after Task 4 is completed. H&H will use the GIS survey data to prepare the tree survey memo (see Task 5).

### **Task 5: Tree Survey Memorandum**

H&H will provide a memo in PDF format summarizing the findings of the tree survey as well as a final CAD and Shapefile (.shp) data of the surveyed tree locations. Upon completion of Task 4, a tabulation of trees will be compiled which summarizes the tree data and the trees will be shown on an exhibit with associated tree numbers. The tree information will include tree species, size, health, structure, origin (volunteer or landscaped tree), and any identified specimen and exceptional trees in a memorandum and be provided to the Client in electronic PDF format only. The GIS shapefile



(and/or MicroStation file) data for any additional trees surveyed as part of Task 1 will be provided to the Client. This task includes up to two virtual coordination meetings with the FPDDC regarding requirements for the tree survey and potential mitigation, if needed.

#### **Task 6: Project Management**

Time under this task includes project administration and management activities that include cost and schedule tracking; coordination with Client on authorized activities; memo production and other in-house management activities; and project closeout.

#### **Task 7: QA/QC**

Time under this task includes Quality Assurance/Quality Control (QA/QC) time for the reports as described above.

### **3. LEVEL OF EFFORT AND SCHEDULE**

The proposed hours associated with this scope are attached. H&H will coordinate with Client to establish a schedule that is appropriate for the project needs.

#### **Conditions of Engagement**

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's reports will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.



#### 4. ACCEPTANCE

##### CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

##### ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

**Huff & Huff, Inc.**

Signature on File

Shane Cuplin, P.G.  
Associate Principal

Signature on File

Alycia Klunenber, P.W.S.  
Senior Project Manager

Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_

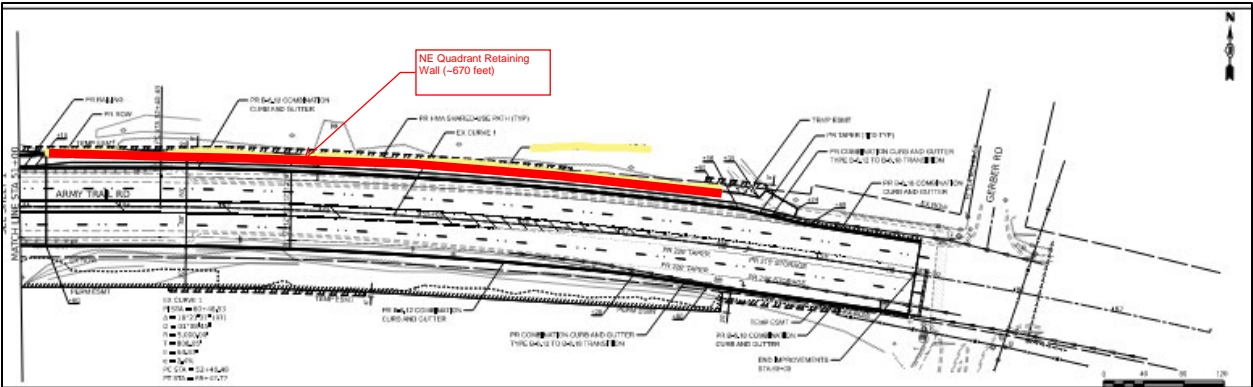
The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

Huff & Huff - Army Trail Road Phase II

TASK	HOURS
Wetland Delineation and Report	62
CCDD	60
Bridge Bat Assessment	3
Tree Survey Data Collection	24
Tree Survey Report	24
Project Management	9
QA/QC	21
TOTAL HOURS	203

Proposal No. Q23.249g\_REV1





Field Services Scope of Services Summary	
Additional Scope discussion can be found in subsequent pages of this proposal	
Client Notification Needed prior to mob	Please notify Rubino if this is needed DuPage County Permit
Private Utility Needed	Not anticipated
Site Access	Roadway
Field Equipment / Soil Sampling Method	Track-mounted Geoprobe Drill Rig
Traffic Control Needs	Cones and signage, Single Lane Closure
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	IDOT SPT – 2 ½ ft to 15 ft
Additional Field Equipment needed	Rimac – for AASHTO
Backfill Needs	Cuttings, excess spoils remain on site
Patching	Asphalt Cold Patch
Site Protection or Restoration included	None
Groundwater Readings	During drilling, upon auger removal, 24- Hour

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
12	15	NE Retaining Wall – per IDOT Standards borings will be spaced at approximately 75 ft intervals	2 ½ ft to 15 ft	AASHTO
3	15	NW Retaining wall– per IDOT Standards borings will be spaced at approximately 75 ft intervals		

**15 Total    225 Total Lineal Feet Borings**

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

## SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

### Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment. Rubino will attempt to drill at the retaining wall location, however may need to offset due to existing slope and the presence of overhead or below ground utilities.

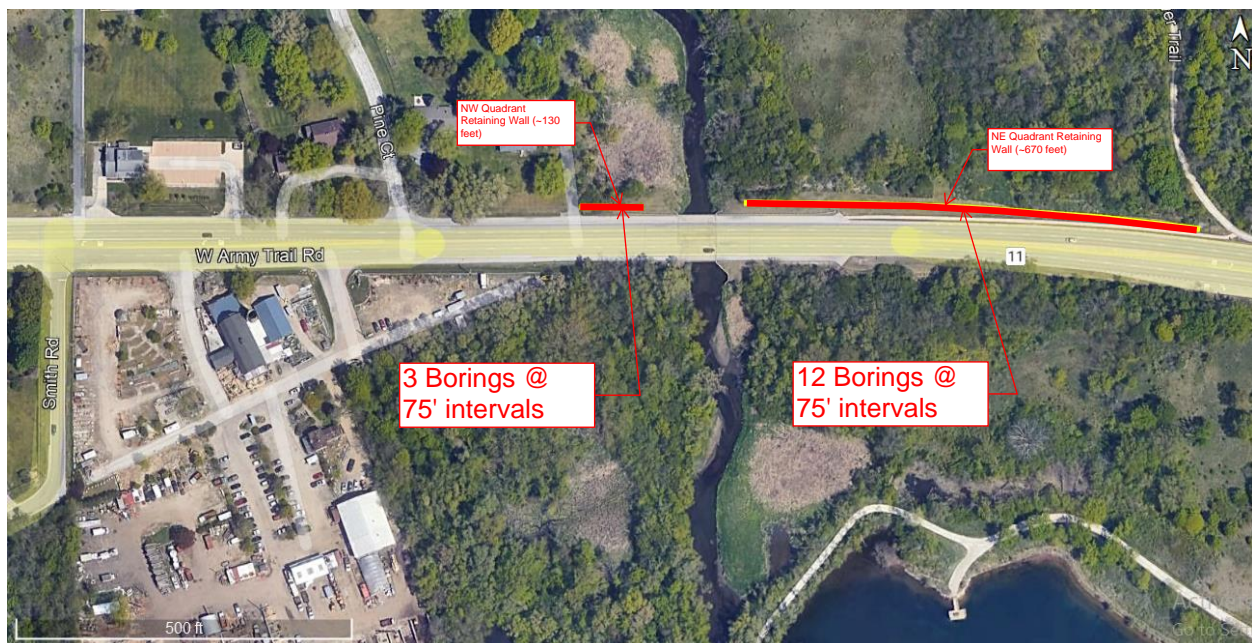
### Traffic Control

Rubino anticipates that traffic control will be necessary along Army Trail Road. Rubino will subcontract a traffic control company to provide single lane closure.

This stretch of roadway is 45 mph, so the traffic control will need to meet standard 701421.

### Boring Locations

The approximate proposed retaining wall locations are shown below, boring locations will be sent to Ciorba prior to mobilization for approval. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



**SPT - Soil Sampling**

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 15 feet.

**Completion of Borings**

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material and/or asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

**Geotechnical Laboratory Testing**

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	4	Split spoon, bulk, or Shelby Tube
Hydrometer	1	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	90	Cohesive Samples
Organic Content	4	Split spoon, bulk, or Shelby Tube

**GEO REPORT**

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
  - *Subgrade preparation and cut / fill recommendations*

- *Shallow retaining wall foundation, including allowable bearing pressure(s), and estimated settlement*
- *Lateral earth pressure for retaining wall backfill, including active earth pressure coefficients, surcharge loading, and sliding friction factor*
- *EXTRA: Global Stability Analysis (1 scaled profile to be provided by Ciorba Group, Inc.)*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Ciorba Group, Inc..

### PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

### UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

### FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a direct labor multiplier fee basis per the attached CECS. Based on the scope of services outlined above, the fee will be:

<b>CECS</b>	<b>\$ 32,609.99</b>	<b>Total</b>
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Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

### Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

### **AUTHORIZATION**

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,  
**RUBINO ENGINEERING, INC.**

**Signature on File**

Michelle A. Lipinski, PE  
President

Attachments:      Proposal Acceptance and Data Sheet  
                             Schedule of Services and Fees  
                             General Conditions

**Signature on File**

Anthony J. Iomaras  
Project Manager



### Work Hour Breakdown

- Project Manager/Engineer:
  - 6 hours for setup, permitting if needed, and coordination
  - 6 hours for project engineer report writing/review
- Staff Engineer/Geologist
  - 4 hours layout
  - 4 hours utility check
  - 30 hours soil boring logging with drillers/drill rig
  - 36 hours for reporting
- Lab Staff
  - 2 hours for soil inventory entry and disposal
- Principal
  - 2 hours for review
- Driller
  - 2 drillers on site for 3 days for 10 hour days



Payroll Escalation Table  
Fixed Raises  
DLM 2.80

FIRM NAME Ciorba Group  
PRIME/SUPPLEMENT Prime

DATE 11/16/23  
PTB NO. NA

CONTRACT TERM 18 MONTHS  
START DATE 12/15/2023  
RAISE DATE 1/1/2024

OVERHEAD RATE 145.08%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

ESCALATION PER YEAR

12/15/2023 - 1/1/2024

1/2/2024 - 1/1/2025

1/2/2025 - 6/1/2025

1  
18

12  
18

5  
18

= 5.56%  
= 1.0369

68.67%

29.47%

The total escalation for this project would be:

3.69%





## Payroll Rates

FIRM NAME Ciorba Group DATE 11/16/23  
 PRIME/SUPPLEMENT Prime  
 PTB NO. NA

ESCALATION FACTOR 3.69%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$86.00	\$86.00
Project Manager	\$83.38	\$86.00
Lead Structural Engineer	\$86.00	\$86.00
Sr. Project Engineer	\$72.72	\$75.40
Project Engineer	\$56.94	\$59.04
Senior Resident Engineer	\$64.00	\$66.36
Resident Engineer		\$0.00
Senior Engineer	\$47.25	\$48.99
Structures Engineer II	\$42.00	\$43.55
Engineer II	\$38.43	\$39.85
Structures Engineer I	\$37.00	\$38.37
Engineer I	\$35.92	\$37.25
Senior Technician	\$49.50	\$51.33
Technician II	\$39.50	\$40.96
Technician I		\$0.00
Administrative Services	\$48.83	\$50.63

(Direct Labor Multiple

0

**DBE 19.22%**

### Average Hourly Project Rates

Route	F.A.P RTE 367 Army Trail Rd.
Section	21-00240-09-BR
County	DuPage
Job No.	
PTB/Item	NA

**Consultant**      **Ciorba Group**

**Date** 11/16/23

Sheet 1 OF 2

Payroll  Classification	Avg Hourly Rates	Total Project Rates			Meetings, Data Collection & Co			Topographic Survey			Water Resources			Electrical			Roadway Studies/Plans		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$86.00	121	3.74%	3.21															
Project Manager	\$86.00	192	5.93%	5.10	66	30.14%	25.92				24	5.94%	5.11				8	1.00%	0.86
Lead Structural Engineer	\$86.00	151	4.66%	4.01	58	26.48%	22.78										8	1.00%	0.86
Sr. Project Engineer	\$75.40	316	9.76%	7.36	41	18.72%	14.12										160	19.90%	15.01
Project Engineer	\$59.04	254	7.84%	4.63							142	35.15%	20.75						
Senior Resident Engineer	\$66.36	14	0.43%	0.29										4	6.56%	4.35			
Resident Engineer		0																	
Senior Engineer	\$48.99	372	11.49%	5.63	54	24.66%	12.08							17	27.87%	13.65	225	27.99%	13.71
Structures Engineer II	\$43.55	259	8.00%	3.48															
Engineer II	\$39.85	516	15.93%	6.35							238	58.91%	23.48	40	65.57%	26.13	224	27.86%	11.10
Structures Engineer I	\$38.37	409	12.63%	4.84															
Engineer I	\$37.25	175	5.40%	2.01													155	19.28%	7.18
Senior Technician	\$51.33	460	14.20%	7.29				36	100.00%	51.33							24	2.99%	1.53
Technician II	\$40.96	0																	
Technician I		0																	
Administrative Services	\$50.63	0																	
		0																	
		0																	
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TOTALS		3239	100%	\$54.20	219	100%	\$74.89	36	100%	\$51.33	404	100%	\$49.34	61	100%	\$44.14	804	100%	\$50.24

### Average Hourly Project Rates

<b>Route</b>	F.A.P RTE 367 Army Trail Rd.
<b>Section</b>	21-00240-09-BR
<b>County</b>	DuPage
<b>Job No.</b>	
<b>PTB/Item</b>	NA

<b>Consultant</b>	<b>Ciorba Group</b>
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**Date** 11/16/23

Sheet 2 OF 2

Payroll  Classification	Avg Hourly Rates	Strutural Studies/Plans			Quantity, Specifications & Esti			Construction Engineering/Adm			QC/QA			Project Management & Admini					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$86.00										97	80.17%	68.94	24	50.00%	43.00			
Project Manager	\$86.00	12	0.92%	0.79	18	9.47%	8.15	16	33.33%	28.67	24	19.83%	17.06	24	50.00%	43.00			
Lead Structural Engineer	\$86.00	61	4.66%	4.01	8	4.21%	3.62	16	33.33%	28.67									
Sr. Project Engineer	\$75.40	63	4.82%	3.63	36	18.95%	14.29	16	33.33%	25.13									
Project Engineer	\$59.04	102	7.80%	4.60	10	5.26%	3.11												
Senior Resident Engineer	\$66.36				10	5.26%	3.49												
Resident Engineer																			
Senior Engineer	\$48.99	2	0.15%	0.07	74	38.95%	19.08												
Structures Engineer II	\$43.55	259	19.80%	8.62															
Engineer II	\$39.85				14	7.37%	2.94												
Structures Engineer I	\$38.37	409	31.27%	12.00															
Engineer I	\$37.25				20	10.53%	3.92												
Senior Technician	\$51.33	400	30.58%	15.70															
Technician II	\$40.96																		
Technician I																			
Administrative Services	\$50.63																		
TOTALS		1308	100%	\$49.43	190	100%	\$58.59	48	100%	\$82.47	121	100%	\$86.00	48	100%	\$86.00	0	0%	\$0.00



Payroll Escalation Table  
Fixed Raises  
DLM 2.80

FIRM NAME American Surveying & Engineering, LTD.  
PRIME/SUPPLEMENT PRIME

DATE 11/03/23  
PTB NO. \_\_\_\_\_

CONTRACT TERM 18 MONTHS  
START DATE 12/15/2023  
RAISE DATE 1/1/2024

OVERHEAD RATE 160.80%  
COMPLEXITY FACTOR \_\_\_\_\_  
% OF RAISE 3.00%

ESCALATION PER YEAR

12/15/2023 - 12/31/2023	1/1/2024 - 12/31/2024	1/1/2025 - 5/31/2025		
<div>1</div> <div>18</div>	<div>12</div> <div>18</div>	<div>5</div> <div>18</div>		
= 5.56%	68.67%	29.47%		
= 1.0369				
The total escalation for this project would be:		3.69%		



## Payroll Rates

FIRM NAME American Surveying & Engineer DATE 11/14/23  
 PRIME/SUPPLEMENT PRIME  
 PTB NO. \_\_\_\_\_

ESCALATION FACTOR 3.69%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
PRINCIPAL IN CHARGE	\$86.00	\$86.00
PROJECT MANAGER	\$81.20	\$81.20
PROJECT SURVEYOR/ENG IV	\$77.17	\$77.17
PROJECT SURVEYOR/ENG III	\$65.92	\$68.35
PROJECT SURVEYOR/ENG II	\$48.28	\$50.06
PROJECT SURVEYOR/ENG I	\$40.00	\$41.48
CADD TECH	\$43.83	\$45.45
ENGINEER/SURVEY TECH III	\$42.04	\$43.59
ENGINEER/SURVEY TECH II	\$31.47	\$32.63
ENGINEER/SURVEY TECH I	\$21.95	\$22.76
RIGHT OF WAY SPECIALIST IV	\$62.98	\$65.31
RIGHT OF WAY SPECIALIST III	\$43.83	\$45.45
RIGHT OF WAY SPECIALIST II	\$33.82	\$35.07
RIGHT OF WAY SPECIALIST I	\$21.10	\$21.88
SUBSURFACE UTILITY ENG III	\$44.00	\$45.62
SUBSURFACE UTILITY ENG II	\$29.50	\$30.59
SUBSURFACE UTILITY ENG I	\$24.55	\$25.46
ADMINISTRATIVE/CLERICAL III	\$30.00	\$31.11



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

Firm American Surveying & Engineering, LTD.  
 Route \_\_\_\_\_  
 Section \_\_\_\_\_  
 County \_\_\_\_\_  
 Job No. \_\_\_\_\_  
 PTB & Item \_\_\_\_\_

Date 11/03/23  
 Overhead Rate 160.80%  
 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
1.0 Administration	23	1,281.40	3,587.91			3,587.91	3,587.91	4.87%
2.0 Data Compilation	18	1,087.95	3,046.25	1,000.00		4,046.25	4,046.25	5.49%
3.0 Horizontal & Vertical Control	26	1,124.89	3,149.68			3,149.68	3,149.68	4.27%
4.0 Land Acquisition Surveys	358	16,038.00	44,906.41			44,906.41	44,906.41	60.91%
5.0 Land Acquisition Services	96	5,252.61	14,707.32				14,707.32	19.95%
6.0 QA/QC	20	1,188.07	3,326.60			3,326.60	3,326.60	4.51%
<b>TOTALS</b>	541	25,972.92	72,724.18	1,000.00	0.00	59,016.86	73,724.18	100.00%





### Average Hourly Project Rates

<b>Route</b>
<b>Section</b>
<b>County</b>
<b>Job No.</b>
<b>PTB/Item</b>

**Consultant** American Surveying & Engineering, LTD.

**Date** 11/03/23

Sheet 1 OF 2

Payroll  Classification	Avg Hourly Rates	Total Project Rates			1.0 Administration			2.0 Data Compilation			3.0 Horizontal & Vertical Cont			4.0 Land Acquisition Surveys			5.0 Land Acquisition Services		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL IN CHARGE	\$86.00	4	0.74%	0.64	0			0			0			4	1.12%	0.96	0		
PROJECT MANAGER	\$81.20	43	7.95%	6.45	6	26.09%	21.18	6	33.33%	27.07	2	7.69%	6.25	22	6.15%	4.99	1	1.04%	0.85
PROJECT SURVEYOR/ENGR	\$77.17	0			0			0			0			0			0		
PROJECT SURVEYOR/ENGR	\$68.35	0			0			0			0			0			0		
PROJECT SURVEYOR/ENGR	\$50.06	106	19.59%	9.81	14	60.87%	30.47	12	66.67%	33.37	4	15.38%	7.70	62	17.32%	8.67	0		
PROJECT SURVEYOR/ENGR	\$41.48	0			0			0			0			0			0		
CADD TECHNCIANS	\$45.45	70	12.94%	5.88	0			0			0			70	19.55%	8.89	0		
ENGINEERING/SURVEY TECH	\$67.05	0			0			0			0			0			0		
ENGINEERING/SURVEY TECH	\$43.59	110	20.33%	8.86	0			0			10	38.46%	16.77	100	27.93%	12.18	0		
ENGINEERING/SURVEY TECH	\$32.63	110	20.33%	6.63	0			0			10	38.46%	12.55	100	27.93%	9.12	0		
ENGINEERING/SURVEY TECH	\$22.76	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST	\$65.31	43	7.95%	5.19	0			0			0			0			43	44.79%	29.25
RIGHT-OF-WAY SPECIALIST	\$45.45	52	9.61%	4.37	0			0			0			0			52	54.17%	24.62
RIGHT-OF-WAY SPECIALIST	\$35.07	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST	\$21.88	0			0			0			0			0			0		
SUBSURFACE UTILITY ENG	\$45.62	0			0			0			0			0			0		
SUBSURFACE UTILITY ENG	\$30.59	0			0			0			0			0			0		
SUBSURFACE UTILITY ENG	\$25.46	0			0			0			0			0			0		
ADMINISTRATIVE/CLERICAL	\$31.11	3	0.55%	0.17	3	13.04%	4.06	0			0			0			0		
		0			0			0			0			0			0		
		0																	
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TOTALS		541	100%	\$48.01	23	100%	\$55.71	18	100%	\$60.44	26	100%	\$43.26	358	100%	\$44.80	96	100%	\$54.71



Sheet 2 OF 2

BDE 3606 Template (Rev. 10/31/16)

Payroll Escalation Table  
Fixed Raises  
DLM 2.80

FIRM NAME  
PRIME/SUPPLEMENT

Huff & Huff, Inc., a subsidiary of GZA

DATE  
PTB NO.

11/14/23

CONTRACT TERM  
START DATE  
RAISE DATE

18  
12/15/2023  
3/1/2024

MONTHS

OVERHEAD RATE  
COMPLEXITY FACTOR  
% OF RAISE

190.00%  
3.00%

ESCALATION PER YEAR

12/15/2023 - 3/1/2024	3/2/2024 - 3/1/2025	3/2/2025 - 6/1/2025		
3	12	3		
18	18	18		
= 16.67%	68.67%	17.68%		
= 1.0302				
The total escalation for this project would be:		3.01%		

**Payroll Rates**

**FIRM NAME** Huff & Huff, Inc., a subsidiary of **DATE** 11/14/23  
**PRIME/SUPPLEMENT**  
**PTB NO.** 196-065

**ESCALATION FACTOR** 3.01%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$84.29	\$86.00
Associate Principal III	\$79.45	\$86.00
Associate Principal II	\$72.15	\$86.00
Associate Principal I	\$68.96	\$80.00
Senior Consultant II	\$78.93	\$86.00
Senior Consultant I	\$43.23	\$44.53
Senior Project Manager III	\$68.98	\$70.00
Senior Project Manager II	\$57.21	\$58.93
Senior Project Manager I	\$53.79	\$55.41
Senior Landscape Architect	\$59.54	\$61.34
Senior Planning PM	\$56.62	\$58.33
Senior Technical Specialist I	\$55.05	\$56.71
Senior Scientist PM II	\$57.08	\$58.80
Senior Technical Scientist	\$54.50	\$56.14
Scientist PM II	\$49.25	\$50.73
Scientist PM I	\$43.14	\$44.44
Assistant PM Scientist	\$38.22	\$39.37
Environmental Engineer PM II	\$49.99	\$51.50
Environmental Engineer PM I	\$46.24	\$47.63
Assistant PM Engineer I	\$42.77	\$44.06
Engineer II	\$30.87	\$31.80
Engineer I	\$33.43	\$34.44
Scientist SII	\$28.92	\$29.79
Scientist SI	\$32.79	\$33.78
Technical Graphics Technician	\$25.96	\$26.74
Administrative Manager	\$48.89	\$50.36
Senior Administrative Assistant	\$34.50	\$35.54

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

Firm	Huff & Huff, Inc., a subsidiary of GZA
Route	Army Trail Road
Section	
County	DuPage
Job No.	
PTB & Item	

Date 11/14/23

Overhead Rate 190.00%

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
Wetland Delineation and Report	62	2,547.75	7,133.69	618.65			7,752.34	18.58%
CCDD	60	2,330.35	6,524.99	10,439.70			16,964.69	40.65%
Bridge Bat Assessment	3	137.55	385.13	0.00			385.13	0.92%
Tree Survey Data Collection	24	1,829.68	5,123.10	177.65			5,300.75	12.70%
Tree Survey Report	24	1,829.68	5,123.10	0.00			5,123.10	12.28%
Project Management	9	707.60	1,981.29	0.00			1,981.29	4.75%
QA/QC	21	1,508.11	4,222.72	0.00			4,222.72	10.12%
<b>TOTALS</b>	203	10,890.72	30,494.01	11,236.00	0.00	0.00	41,730.01	100.00%

## Average Hourly Project Rates

Route Army Trail Road  
 Section  
 County DuPage  
 Job No.  
 PTB/Item

Consultant Huff & Huff, Inc., a subsidiary of GZA

Date 11/14/23

Sheet 1 OF 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			Wetland Delineation and Report			CCDD			Bridge Bat Assessment			Tree Survey Data Collection			Tree Survey Report		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$86.00	0																	
Associate Principal III	\$86.00	0																	
Associate Principal II	\$86.00	45	22.17%	19.06				1	1.67%	1.43				16	66.67%	57.33	16	66.67%	57.33
Associate Principal I	\$80.00	8	3.94%	3.15				2	3.33%	2.67									
Senior Consultant II	\$86.00	0																	
Senior Consultant I	\$44.53	0																	
Senior Project Manager III	\$70.00	0																	
Senior Project Manager II	\$58.93	0																	
Senior Project Manager I	\$55.41	1	0.49%	0.27				1	1.67%	0.92									
Senior Landscape Architect	\$61.34	0																	
Senior Planning PM	\$58.33	4	1.97%	1.15															
Senior Technical Specialist I	\$56.71	18	8.87%	5.03	2	3.23%	1.83							8	33.33%	18.90	8	33.33%	18.90
Senior Scientist PM II	\$58.80	17	8.37%	4.92	8	12.90%	7.59				1	33.33%	19.60						
Senior Technical Scientist	\$56.14	0																	
Scientist PM II	\$50.73	0																	
Scientist PM I	\$44.44	12	5.91%	2.63				12	20.00%	8.89									
Assistant PM Scientist	\$39.37	66	32.51%	12.80	44	70.97%	27.94	20	33.33%	13.12	2	66.67%	26.25						
Environmental Engineer PM II	\$51.50	0																	
Environmental Engineer PM I	\$47.63	0																	
Assistant PM Engineer I	\$44.06	0																	
Engineer II	\$31.80	0																	
Engineer I	\$34.44	0																	
Scientist SII	\$29.79	16	7.88%	2.35				16	26.67%	7.94									
Scientist SI	\$33.78	0																	
Technical Graphics Technician	\$26.74	12	5.91%	1.58	6	9.68%	2.59	6	10.00%	2.67									
Administrative Manager	\$50.36	0																	
Senior Administrative Assistant	\$35.54	4	1.97%	0.70	2	3.23%	1.15	2	3.33%	1.18									
		0																	
		0																	
		0																	
<b>TOTALS</b>		203	100%	\$53.65	62	100%	\$41.09	60	100%	\$38.84	3	100%	\$45.85	24	100%	\$76.24	24	100%	\$76.24

## Average Hourly Project Rates

Route Army Trail Road  
 Section  
 County DuPage  
 Job No.  
 PTB/Item

Consultant Huff & Huff, Inc., a subsidiary of GZA

Date 11/14/23

Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	Project Management			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
Principal	\$86.00																		
Associate Principal III	\$86.00																		
Associate Principal II	\$86.00	5	55.56%	47.78	7	33.33%	28.67												
Associate Principal I	\$80.00	2	22.22%	17.78	4	19.05%	15.24												
Senior Consultant II	\$86.00																		
Senior Consultant I	\$44.53																		
Senior Project Manager III	\$70.00																		
Senior Project Manager II	\$58.93																		
Senior Project Manager I	\$55.41																		
Senior Landscape Architect	\$61.34																		
Senior Planning PM	\$58.33				4	19.05%	11.11												
Senior Technical Specialist I	\$56.71																		
Senior Scientist PM II	\$58.80	2	22.22%	13.07	6	28.57%	16.80												
Senior Technical Scientist	\$56.14																		
Scientist PM II	\$50.73																		
Scientist PM I	\$44.44																		
Assistant PM Scientist	\$39.37																		
Environmental Engineer PM II	\$51.50																		
Environmental Engineer PM I	\$47.63																		
Assistant PM Engineer I	\$44.06																		
Engineer II	\$31.80																		
Engineer I	\$34.44																		
Scientist SII	\$29.79																		
Scientist SI	\$33.78																		
Technical Graphics Technician	\$26.74																		
Administrative Manager	\$50.36																		
Senior Administrative Assistant	\$35.54																		
TOTALS		9	100%	\$78.62	21	100%	\$71.81	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00





Payroll Escalation Table  
Fixed Raises  
DLM 2.80

FIRM NAME Rubino Engineering, Inc  
PRIME/SUPPLEMENT Prime

DATE 11/16/23  
PTB NO. NA

CONTRACT TERM 18 MONTHS  
START DATE 12/15/2023  
RAISE DATE 3/1/2024

OVERHEAD RATE 186.29%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

ESCALATION PER YEAR

12/15/2023 - 3/1/2024

3/2/2024 - 3/1/2025

3/2/2025 - 6/1/2025

3  
18

12  
18

3  
18

= 16.67%  
= 1.0302

68.67%

17.68%

The total escalation for this project would be:

3.01%

**Payroll Rates**

**FIRM NAME** Rubino Engineering, Inc      **DATE** 11/16/23  
**PRIME/SUPPLEMENT** Prime  
**PTB NO.** NA

**ESCALATION FACTOR**      **3.01%**

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Material Tester	\$43.54	\$44.85
Project Manager / Engineer	\$48.46	\$49.92
Staff Engineer / Geologist	\$35.62	\$36.69
Laboratory Staff	\$30.00	\$30.90
Principal	\$75.00	\$77.26
Driller	\$61.25	\$63.10

Firm	Rubino Engineering, Inc
Route	F.A.P RTE 367 Army Trail Rd.
Section	21-00240-09-BR
County	DuPage
Job No.	Q23.249g
PTB & Item	NA

Date	11/16/23
Overhead Rate	186.29%
Complexity Factor	0

DBE DROP BOX	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
DBE	Geotechnical	150	7,316.54	20,486.30	12,123.69	0.00	32,609.99	32,609.99	100.00%
			-	-					
			-	-					
			-	-					
			-	-					
	TOTALS	150	7,316.54	20,486.30	12,123.69	0.00	32,609.99	32,609.99	100.00%

82



## Average Hourly Project Rates

Route	F.A.P RTE 367 Army Trail Rd.
Section	21-00240-09-BR
County	DuPage
Job No.	Q23.249g
PTB/Item	NA

**Consultant**      **Rubino Engineering, Inc**

**Date** 11/16/23

Sheet 1 OF 1

Payroll  Classification	Avg Hourly Rates	Total Project Rates			Geotechnical														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester	\$44.85	0																	
Project Manager / Engineer	\$49.92	12	8.00%	3.99	12	8.00%	3.99												
Staff Engineer / Geologist	\$36.69	74	49.33%	18.10	74	49.33%	18.10												
Laboratory Staff	\$30.90	2	1.33%	0.41	2	1.33%	0.41												
Principal	\$77.26	2	1.33%	1.03	2	1.33%	1.03												
Driller	\$63.10	60	40.00%	25.24	60	40.00%	25.24												
		0																	
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TOTALS		150	100%	\$48.78	150	100%	\$48.78	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

**EXHIBIT B  
DELIVERABLES**

The following deliverables will be submitted to the COUNTY before completion of the contract.

1. 100% final plans and contract documents in a format specified by the COUNTY
2. All PROJECT related files
3. Estimate of construction cost and quantity calculations
4. Utility coordination and determination of utility conflicts summary
5. Survey notes/CADD file
6. All required permits

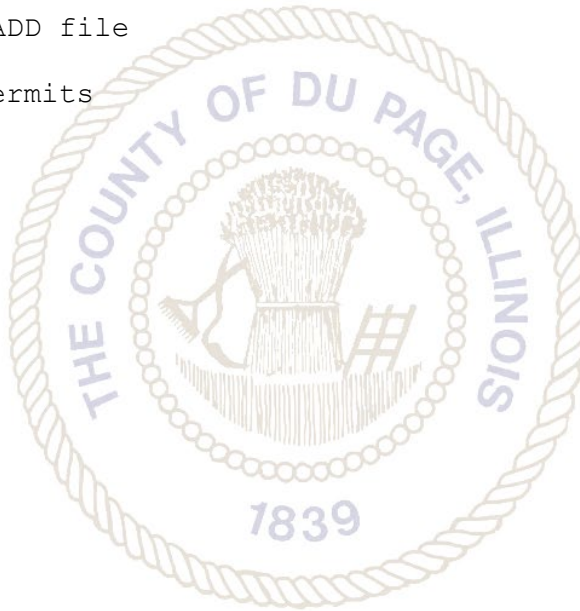


EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION  
Consultant Employee Rate Listing

CONSULTANT: Ciorba Group, Inc.

PROJECT: Army Trail Road Bridge Ph II

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	86.00	86.00	
Project Manager	80.00	86.00	
Lead Structural Engineer	74.00	86.00	
Sr. Project Engineer	65.00	80.00	
Project Engineer	52.00	70.00	
Senior Resident Engineer	64.00	74.00	
Senior Engineer	43.50	57.00	
Structures Engineer II	40.50	52.00	
Engineer II	38.00	48.00	
Structures Engineer I	35.00	41.00	
Engineer I	35.00	41.00	
Senior Technician	48.00	57.00	
Technician II	39.50	46.00	
Administrative Services	32.50	38.00	

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

Signature of Authorized Agent

Signature on File

for CONSULTANT:

Signature

Date: 11/16/2023

Melissa Bentz, CFO

Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date: \_\_\_\_\_

**EXHIBIT C****DUPAGE COUNTY DIVISION OF TRANSPORTATION  
Consultant Employee Rate Listing****CONSULTANT: AMERICAN SURVEYING & ENGINEERING, LTD.****PROJECT: PHASE II ARMY TRAIL ROAD OVER E. BRANCH DUPAGE RIVER**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
PRINCIPAL IN CHARGE	86.00	86.00	
PROJECT MANAGER	80.00	86.00	
PROJECT SURVEYOR/ENG IV	72.00	86.00	
PROJECT SURVEYOR/ENG III	54.00	70.00	
PROJECT SURVEYOR/ENG II	44.00	60.00	
PROJECT SURVEYOR/ENG I	40.00	60.00	
CADD TECH	40.00	60.00	
ENGINEER/SURVEY TECH III	38.00	55.00	
ENGINEER/SURVEY TECH II	29.00	40.00	
ENGINEER/SURVEY TECH I	19.00	40.00	
RIGHT OF WAY SPECIALIST IV	60.00	70.00	
RIGHT OF WAY SPECIALIST III	43.00	55.00	
RIGHT OF WAY SPECIALIST II	33.00	50.00	
RIGHT OF WAY SPECIALIST I	18.00	40.00	
SUBSURFACE UTILITY ENG III	43.00	55.00	
SUBSURFACE UTILITY ENG II	26.00	40.00	
SUBSURFACE UTILITY ENG I	24.00	40.00	
ADMINISTRATIVE/CLERICAL III	18.00	40.00	

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

Signature of Authorized Agent  
for CONSULTANT:**Signature on File**

10/16/2023

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
COVENTINE FIDIS\_\_\_\_\_  
Print Name

Approved By COUNTY:

\_\_\_\_\_  
Yifang Lu, Chief Highway Engineer

Date: \_\_\_\_\_



# EXHIBIT C

## DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: Huff & Huff, Inc.

PROJECT: Army Trail Road

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$80.00	\$86.00	
Associate Principal III	\$75.00	\$86.00	
Associate Principal II	\$70.00	\$86.00	
Associate Principal I	\$60.00	\$80.00	
Senior Consultant II	\$75.00	\$86.00	
Senior Consultant I	\$40.00	\$60.00	
Senior Project Manager III	\$65.00	\$85.00	
Senior Project Manager II	\$55.00	\$75.00	
Senior Project Manager I	\$50.00	\$70.00	
Senior Landscape Architect	\$55.00	\$75.00	
Senior Planning PM	\$55.00	\$75.00	
Senior Technical Specialist II	\$60.00	\$75.00	
Senior Technical Specialist I	\$50.00	\$70.00	
Senior Scientist PM II	\$55.00	\$75.00	
Senior Technical Scientist	\$50.00	\$70.00	
Scientist PM II	\$45.00	\$65.00	
Scientist PM I	\$40.00	\$60.00	
Assistant PM Scientist	\$35.00	\$55.00	
Environmental Engineer PM II	\$48.00	\$65.00	
Environmental Engineer PM I	\$40.00	\$60.00	
Geotechnical Engineer PM I	\$45.00	\$65.00	
Assistant PM Engineer I	\$38.00	\$60.00	
Engineer II	\$26.00	\$40.00	
Engineer I	\$30.00	\$50.00	
Scientist SI	\$30.00	\$50.00	
Scientist SII	\$26.00	\$45.00	
Technical Graphics Technician	\$24.00	\$40.00	
Administrative Manager	\$45.00	\$65.00	
Senior Administrative Assistant	\$33.00	\$50.00	
Lead Word Processor	\$42.00	\$50.00	

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

Signature of Authorized Agent  
for CONSULTANT:

Signature on File

Date: 10/17/2023

Signature

Margaret Panatera

Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date:

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

**PROJECT: Army Trail Road for Ciorba Group Q23.249g**

[illegible]

Signature of Authorized Agent  
for CONSULTANT:

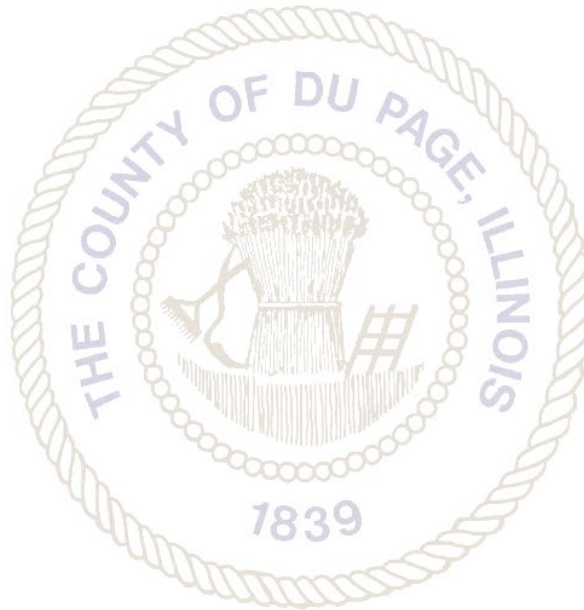
Date: 10/17/23

Michelle Lipinski  
Print Name

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).
4. Maximum rate is the top rate being paid to personnel for a particular classification taking into account employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.



**EXHIBIT D**

**DU PAGE COUNTY DIVISION OF TRANSPORTATION**

**CONSULTANT STAFF CHANGE NOTIFICATION**

The Consulting Firm of \_\_\_\_\_

hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION that  
they need to reassign staff for the

\_\_\_\_\_ project,

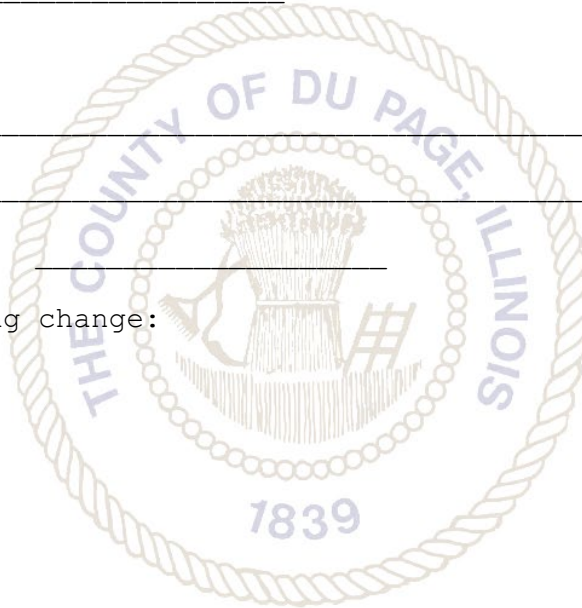
Section No. \_\_\_\_\_.

Position: \_\_\_\_\_

Person: \_\_\_\_\_

Effective date: \_\_\_\_\_

Reason for requesting change: \_\_\_\_\_



Proposed Replacement: \_\_\_\_\_  
(attach resume)

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

[E-mail](#)[Reset Form](#)**Direct Cost**

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba Group		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement   Date <u>10/17/23</u>		

Consultant

Ciorba Group

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"/>	200	\$0.66	\$132.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			\$0.00
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
Land Acquisition Services	Santacruz Land Acquisitions	<input type="checkbox"/>	1	\$20,600.00	\$20,600.00
	See proposal following this form	<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
Total Direct Cost					\$20,732.00

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

#### LEGEND

W.O. = Work Order

J.S. = Job Specific

## **PROPOSAL FOR LAND ACQUISITION SERVICES**

### **ARMY TRAIL ROAD BRIDGE OVER THE WEST BRANCH DUPAGE RIVER**

#### **Ciorba Group for the benefit of DuPage County Division of Highways**

**Santacruz Land Acquisitions** specializes in negotiating and acquiring parcels of land for right-of-way use by governmental bodies in roadway construction and other public infrastructure projects. Founded in 1992, we have been helping our clients acquire right-of-way on budget and in a timely manner to keep their projects on schedule. We have worked extensively with the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Cook County, Lake County, Will County and other local municipalities in facilitating property owners through the acquisition process with great success.

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives DuPage County Division of Highways, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting.
- Manage the acquisition risks, including the cost of condemnation litigation.
- Compliance with land acquisition policies and procedures and FWA policies that affect the certification and funding of your project.

Santacruz Land Acquisitions (“Santacruz”) will work with the staff for the LPA and/or, Ciorba Group, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of the Army Trail Rd Bridge over the West Branch DuPage River in Bartlett (the “Project”) to assure that the goals are met.

*Santacruz Land Acquisitions is certified as a Disadvantaged Business Enterprise (DBE) by the State of Illinois, Department of Transportation and a Minority Business Enterprise (MBE) with the City of Chicago and Cook County.*

### **COMPENSATION**

Santacruz shall be entitled to compensation, based on **four (4)** projected parcels of right-of-way, as follows:

<b>REVIEW APPRAISALS:</b>	<b>\$6,600.00</b>
<b>NEGOTIATIONS:</b>	<b>\$12,800.00</b>

As directed, Santacruz shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) lender’s fees related to the processing of any partial releases needed to provide clear title, and (ii) land trustee processing fees. Santacruz shall include **\$300.00** per parcel for these charges. Santacruz shall pay any such fees and charges in excess of the **\$300.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Please note that the review appraisal services will be performed by David White of Civiltech Engineering as a subconsultant to Santacruz.



Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$20,600.00** as follows (per the pricing schedule attached):

<b>Land Acquisition Services</b>	<b>\$19,400.00</b>
<b>Estimated Direct Billable Expenses</b>	<b>\$1,200.00</b>

**The pricing on this proposal shall be good for twelve months of the date of this proposal: October 27, 2023.**

*See attached for Scope of Services and Team resumes.*

We look forward to the opportunity of serving you on this project. If you have any questions, do not hesitate to contact Javier Steve Santacruz at 847-868-9620 or via email at [javier@santacruz-associates.com](mailto:javier@santacruz-associates.com).

Sincerely,

**Signature on File**

Javier Steve Santacruz

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**PRICING SCHEDULE**

**Review Appraisal Services (per parcel)**

Review Appraisals	\$1,650.00
Revision to review appraisal due to change in ROW or plans <sup>1</sup>	\$1,000.00 - \$1,600.00

**Negotiation Services (per parcel)**

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,200.00
Additional negotiations due to change in ownership or plans <sup>1</sup>	\$2,000.00 - \$3,200.00

**Witness Services (if applicable)**

Rate for each ½ day in pretrial conference or in court for Negotiator <sup>1</sup>	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

**LAND ACQUISITION SCOPE OF SERVICES**

Santacruz Land Acquisitions (“Santacruz”) shall provide Right-of-Way Acquisition Services as follows:

- Project Management
- Appraisals and review appraisals
- Negotiations

All services shall be performed at the direction of the County and in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) (“Eminent Domain Act”), and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

- **Notice to Proceed.** Our services start after authorization to proceed from LPA and IDOT (as necessary).
- **Kick-off Meeting.** Santacruz will meet with LPA and Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.
- **Delivery and Review of Project Information.** LPA or Consultant will provide Santacruz with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, LPA or Consultant will also provide Santacruz with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.
- **Review Appraisal.** All appraisals will be reviewed by the review appraiser assuring that all items affecting the value of the property have been considered in the appraisal. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Negotiation and Acquisition.** Santacruz shall commence negotiations after approval by LPA of the appraisals and the amount of just compensation to be offered to the property owner.
  - Before contacting the property owner, Santacruz will prepare and send the introductory letter to the property owner on the LPA’s letterhead.
  - Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.
  - Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.
  - Santacruz will not have any authority to determine administrative settlements. Santacruz will consult with LPA for approval of any counter offers and upon acceptance by LPA of any such counter-offer, Santacruz will prepare the necessary documentation for administrative settlement.
  - Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for LPA.

- If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz will immediately notify LPA and Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz.
- Upon successful negotiations with the property owner, Santacruz will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. Santacruz will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by LPA and IDOT (if applicable).
- **Project Management.** Santacruz shall appoint a Project Manager for this project. The Project Manager will provide proposed project time-line with milestones on delivery. The Project Manager will coordinate all deliverables, keep project on schedule and maintain the channels of communication with the LPA. The Project Manager will attend project kick-off meetings and project status meetings. In addition, when needed, the Project Manager will review construction plans and provide comments. The Project Manager shall provide QA/QC oversight for this contract. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz meets on a bi-weekly basis with its production team to assure that projects are on schedule and proceeding to letting.

The paralegal team at Santacruz reviews every title commitment to alert the negotiator of title concerns and to prepare for title clearance. Also, all conveyance documents prepared by the paralegals are reviewed by the head paralegal and/or the negotiator. Finally, all final packages of settled or condemned parcels are compiled using QA/QC checklist and reviewed by the Project Manager to assure proper completion.

- **Condemnation Support.** Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In the event, after making every reasonable effort to contact and negotiate with a property owner, Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, Santacruz shall refer the parcel to the LPA for acquisition by condemnation.

In such case, at the request of LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. In addition, at the request of LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate or supplemental work order.

## **THE TEAM**

### ***Javier Steve Santacruz – President and Project Manager***

Javier has more than 25 years of experience in providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Javier has his B.S. in Accounting and a Juris Doctorate from DePaul University.

### ***Jonathan Abplanalp – Vice President and Negotiator***

Jonathan graduated from the University of Illinois with a B.S. in Architectural Studies. He has been with Santacruz since 2011 and has experience in all aspects of the land acquisition process. He is approved by IDOT – District 1 as a fee negotiator.

***Dylan Santacruz – Negotiator***

Dylan graduated cum laude from Miami University in Oxford, OH where he obtained a B.S. in Business Analytics. He joined Santacruz in 2021. He is approved by IDOT – District 1 as a fee negotiator.

***Agafya Gerovoy – Real Estate Paralegal***

Agafya has been with Santacruz since 2017 and is realtor with extensive experience real estate and right-of-way transactions.

[E-mail](#)[Reset Form](#)**Direct Cost**

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement   Date <u>10/13/23</u>		

Consultant

American Surveying &amp; Engineering, Ltd.

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 type="checkbox"/>			\$0.00
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 checked="" type="checkbox"/>	1	\$1,000.00	\$1,000.00
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
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
Total Direct Cost					\$1,000.00

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

#### LEGEND

W.O. = Work Order

J.S. = Job Specific



## Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba Group		
<input type="checkbox"/> Prime <input type="checkbox"/> Supplement    Date _____		

Consultant
Huff & Huff, 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"/>	750	\$0.66	\$495.00
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 checked="" type="checkbox"/>	15	\$6.80	\$102.00
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 checked="" type="checkbox"/>	1	\$1,280.00	\$1,280.00
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 checked="" type="checkbox"/>	1	\$5,891.00	\$5,891.00
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"/>			
Equipment	PID	<input checked="" type="checkbox"/>	1	\$64.00	\$64.00
Equipment	Tree Tags	<input checked="" type="checkbox"/>	1	\$59.00	\$59.00
Fees	Boundary Verification	<input checked="" type="checkbox"/>	1	\$500.00	\$500.00
Driller	Driller	<input checked="" type="checkbox"/>	1	\$2,750.00	\$2,750.00
Database	Database	<input checked="" type="checkbox"/>	1	\$95.00	\$95.00
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$11,236.00

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

**LEGEND**

W.O. = Work Order

J.S. = Job Specific

**HUFF & HUFF, INC.**  
**SUMMARY OF ANALYTICAL DIRECT COSTS**  
 Project: Army Trail Road Phase II

							<u><b>DIRECT</b></u>
IDOT Suite	1 ea	x	7 x	\$	740.00	= \$	5,180.00
Pesticides + Herbs	1 ea	x	2 x	\$	310.00	= \$	620.00
PCBs	1 ea	x	1 x	\$	91.00	= \$	91.00
<b>Task Total</b>						<b>\$</b>	<b>5,891.00</b>

\* Valid calendar year 2023\*



**PID Rental**  
(888)550-8100

Preferred Rental Rates for:



Datalogging	Telemetry	CLASS NAME	Details	DAILY	WEEKLY	4 WEEK
		<b>PHOTO IONIZATION DETECTORS</b>		<b>\$63.70</b>	<b>\$170.80</b>	<b>\$588.00</b>
✓	✓	Ion Science Tiger	Fence Electrode			
✓	✓	Ion Science Tiger Lt				
✓		Rae Systems Minirae 2000				
✓	✓	Rae Systems Minirae 3000				
✓	✓	Rae Systems Minirae Lite				
		* 11.7 eV Lamps (optional)		\$27.00	\$81.00	\$243.00
		<b>PERSONAL PHOTO IONIZATION DETECTORS</b>		<b>\$47.60</b>	<b>\$142.80</b>	<b>\$425.60</b>
		Ion Science Cub				
		Ion Science Cub (Ppb)				
		<b>PPB PHOTO IONIZATION DETECTORS</b>		<b>\$91.70</b>	<b>\$273.00</b>	<b>\$816.90</b>
✓	✓	Rae Systems Ppbrae 3000				
✓		Rae Systems Ppbrae Plus				
✓		Ion Science Tiger Ppb				
		<b>BENZENE PHOTO IONIZATION DETECTORS</b>		<b>\$91.70</b>	<b>\$273.00</b>	<b>\$816.90</b>
		Rae Systems Ultrarae				
		<b>DUST MONITORS - AREA</b>		<b>\$81.20</b>	<b>\$241.50</b>	<b>\$723.80</b>
✓	✓	Tsi Dusttrak II 8530				
		<b>DUST MONITORS - AREA SIZE</b>		<b>\$122.50</b>	<b>\$367.50</b>	<b>\$1,101.10</b>
		Tsi Drx Dusttrak				
		Tsi Drx Dusttrak Handheld 8534				
		<b>ENVIRONMENTAL ENCLOSURES</b>		<b>\$20.30</b>	<b>\$59.50</b>	<b>\$177.80</b>
		Tsi Environ. Enclosure 8535				
		<b>WEATHER STATIONS</b>		<b>\$35.00</b>	<b>\$106.40</b>	<b>\$320.60</b>
	✓	Davis Vantage Pro2 Plus				
		Davis Vantage Vue				
		<b>COMBUSTIBLE GAS MONITORS BASIC</b>		<b>\$44.10</b>	<b>\$130.90</b>	<b>\$390.60</b>
✓		Indust. Scientific Ventis Mx4				
✓		Ion Science 5-Gas Meter				
✓		Rae Systems Qrae II				
✓		Rae Systems Qrae III				
		<b>COMBUSTIBLE GAS MONITORS SINGLE</b>		<b>\$23.10</b>	<b>\$67.90</b>	<b>\$202.30</b>
✓		Rae Systems Toxi-Rae Cl2				
✓		Rae Systems Toxi-Rae Co				
✓		Rae Systems Toxi-Rae Hcn				
✓		Rae Systems Toxi-Rae O2				
		<b>COMBUSTIBLE GAS MONITORS ADVANCED</b>		<b>\$63.70</b>	<b>\$170.80</b>	<b>\$588.00</b>
✓		Indust. Scientific Mx6 Ibrid	up to 5 optional sensors			
✓	✓	Rae Systems Multirae	4 toxic sensors plus PID			
✓	✓	Rae Systems Multirae Lite	4 toxic sensors plus PID			
✓	✓	Rae Systems Multirae Plus	4 toxic sensors plus PID			
✓	✓	Rae Systems Multirae Pro	4 toxic sensors plus PID			
✓		Rki Gx-6000				
		<b>COMBUSTIBLE GAS MONITORS PREMIUM</b>		<b>\$78.40</b>	<b>\$236.60</b>	<b>\$709.80</b>
✓		Rki Eagle 2				
✓	✓	Rae Systems Multirae Plus	4 toxic sensors plus PID			
		<b>FLAME IONIZATION DETECTORS</b>		<b>\$95.90</b>	<b>\$284.20</b>	<b>\$851.90</b>
✓		Photovac Microfid	(*Intrinsically Safe)			
		<b>FID / PID COMBINATION</b>		<b>\$172.90</b>	<b>\$517.30</b>	<b>\$1,551.90</b>
✓		Thermo Tva 1000B	FID & PID Combo (*Intrinsically Safe)			
		Tva 2020 Toxic Vapor Analyzer				
		<b>AMBIENT AIR ANALYZER</b>		<b>\$316.40</b>	<b>\$947.10</b>	<b>\$2,841.30</b>
✓		Thermo Sapph're Analyzer				

U.S. Environmental Rental Corporation

Waltham, MA: 781.899.1560 | East Hartford, CT: 860.289.8700 | Hamilton, NJ: 609.570.8555 | Tampa, FL: 813.628.4200 | Elmhurst, IL: 630.501.1847



**EXHIBIT A**  
**STORMWATER REVIEW PERMIT FEES**  
Effective August 14, 2018

**Application Fee -- \$265**

*In addition to the application fee, the following fees will apply as appropriate:  
(permit fees are non-refundable once review has begun)*

<u>REVIEW CATEGORY</u>	<u>FEE</u>	<u>REVIEW CATEGORY</u>	<u>FEE</u>
<b>Stormwater Submittals</b>		<b>Wetland and Buffer Submittal</b>	
S.F. Home on a single parcel and/or >5000 sq. ft. disturbed	\$65	Wetland and Buffer Review (includes the review of the delineation, status determination, and development impact to the wetland)	
Small Site - no detention required (<1 acre non-residential or <3 acre residential)	\$1,175	Developments < 1 acre	\$610
Small Site - detention required (1-5 acre non-residential or 3-10 acre residential)	\$2,925	Developments 1-10 acres	\$940
Large Site - no detention required (1-5 acre non-residential or 3-10 acre residential)	\$1,585 (plus \$12/ac over thresholds)	Developments 10-50 acres	\$1,270
Large Site - detention required (>5 acre non-residential subdivision or PUD, and >10 acre residential subdivision)	\$4,680 (plus \$40/ac over thresholds)	Developments > 50 acres	\$1,585
Roads (per linear mile)	\$140 + \$660/mile (1 mile minimum)	Wetland and Buffer Mitigation Plans (on site or off site)	
<b>PCBMP Submittals</b>		Mitigation Sites <0.5 acres	\$2,325
Post Construction Best Management Practice S.F. home on a single parcel	\$525	Mitigation Sites 0.5 - 2.0 acres	\$3,255
Post Construction Best Management Practice Multiple parcel residential or non-residential	\$1,056	Mitigation Sites 2 - 5 acres	\$4,165
<b>Flood Plain Submittals</b>		Mitigation Sites > 5 acres	\$5,090
S.F. Home, flood plain (includes flood plain model review)	\$650	Wetland banking option	**
Small site, flood plain (development in regulatory flood plain, outside the regulatory floodway - i.e. comp. storage)	\$1,585	**based on the area to be banked and the acre cost of the individual bank	
Flood Plain Model Review (outside regulatory floodway limits)	\$4,225	<b>Other Administrative Fees</b>	
Development in the regulatory floodway Channel modifications, bridges, dams, on-line detention, filling, and any development which affects flood elevations or floodway limits or requires FEQ analysis	\$8,395	Pre-application meetings:	
<b>Flood Plain, Wetland, or Buffer Submittals</b>		Initial meeting	\$0
Minor Development not requiring modeling (General Certification, utility crossing at existing grade, sediment and erosion plan only, flood protection activities, and other minor reviews)	\$480	Each additional meeting - varies depending on requested staff members (assume 1 hr., 2 staff members)	\$130
No Impact Determination	\$265	Permit Review Submittals	
		First rejection	10% of permit fee
		Second rejection	20% of permit fee
		Third or more rejections	60% of permit fee
		Permit Violations/enforcement (after-the-fact permits, not built according to approved plans, etc. -- Any required wetland delineation will be accomplished by a County approved consultant at the cost of the applicant)	2 times normal permit fee
		Certification/Authorization Extension	25% of original permit fee
		Flood plain & wetland map requests	\$85
		Wetland Determination	\$200
		Wetland Boundary Verification ≤5 acres Parcel(s)	\$300
		Wetland Boundary Verification >5 acres parcel(s)	\$500
		Variance	\$1,795
		misc. staff time	\$65/hr
		Appeals Refundable if upheld	\$1,795

**From:** [Shane Cuplin](#)  
**To:** [Alycia Klunenberg](#)  
**Subject:** FW: [EXTERNAL] Re: Quote Needed - Army trail road, bartlett  
**Date:** Tuesday, November 7, 2023 1:13:10 PM  
**Attachments:** [Image001.png](#)

---

Please see below.

**Shane Cuplin, P.G.**  
**Associate Principal**

Huff & Huff, a Subsidiary of GZA | 935 Harger Road, Suite 330 | Oak Brook, IL 60521  
o: 630.684.4424 | c: 630.938.8138 | [shane.cuplin@gza.com](mailto:shane.cuplin@gza.com) | [www.gza.com](http://www.gza.com) | [www.huffnhuff.com](http://www.huffnhuff.com) | [GZA LinkedIn](#)

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**From:** derek stefansson <[espdrilling@gmail.com](mailto:espdrilling@gmail.com)>  
**Sent:** Tuesday, November 7, 2023 12:37 PM  
**To:** Shane Cuplin <[Shane.Cuplin@gza.com](mailto:Shane.Cuplin@gza.com)>  
**Subject:** [EXTERNAL] Re: Quote Needed - Army trail road, bartlett

Hey Shane,  
I would be at \$2750

On Tue, Nov 7, 2023 at 12:17 PM Shane Cuplin <[Shane.Cuplin@gza.com](mailto:Shane.Cuplin@gza.com)> wrote:

Hi Derek. We just provided our client with a generic cost estimate for traffic control for the attached kmz. They requested a quote for the project itself. Please e-mail a quote for drilling for this site in Bartlett. Six borings to 15 feet.

If I can get a quote today, it would be greatly appreciated!

Thanks!

**Shane Cuplin, P.G.**  
**Associate Principal**

Huff & Huff, a Subsidiary of GZA | 935 Harger Road, Suite 330 | Oak Brook, IL 60521  
o: 630.684.4424 | c: 630.938.8138 | [shane.cuplin@gza.com](mailto:shane.cuplin@gza.com) | [www.gza.com](http://www.gza.com) | [www.huffnhuff.com](http://www.huffnhuff.com) | [GZA LinkedIn](#)

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For information about GZA GeoEnvironmental, Inc. and its services, please visit our website at [www.gza.com](http://www.gza.com).



## Shopping Cart (3 Items)

PROMO CODE







Enter Promo Code



QUICK CART

Add Product By Item #



PRODUCT		QTY	PRICE	TOTAL
	 <b>Round Aluminum Tags, Numbered, 1-1/4" Dia., 201-300</b> Item #: 79368 – <b>Out of Stock</b>	<input type="text" value="1"/>	\$15.25	<b>\$15.25</b>
	 <b>Round Aluminum Tags, Numbered, 1-1/4" Dia., 101-200</b> Item #: 79367 – <b>In Stock</b>	<input type="text" value="1"/>	\$15.25	<b>\$15.25</b>
	 <b>Round Aluminum Tags, Numbered, 1-1/4" Dia., 1-100</b> Item #: 79366 – <b>In Stock</b>	<input type="text" value="1"/>	\$15.25	<b>\$15.25</b>



### MemberShip Plus

Get free ground shipping for a year for just \$49.95. Some restrictions apply.

[Learn More.](#)

[Add to Cart](#)

Subtotal

**\$45.75**

Shipping

**\$13.60**

915 Harger Rd  
OAK BROOK IL 60523

[Change](#)

UPS SurePost

[Change](#)

Total

**\$59.35**

[Continue Shopping](#)

[Proceed to Checkout](#)



REQUEST A QUOTE



ADD TO MY LISTS

**PayPal**





Trip Calculator

Right-Click on map or use the drop down fields below to select your route.

Step 1

Entry Point

I-88 WB: Spring Road (22nd St) ?

Exit Point

I-355 NB Exit: Army Trail Rd

Vehicle Class

Auto / Motorcycle (2 Axles)

Time

All Times

Step 2

GET ROUTE

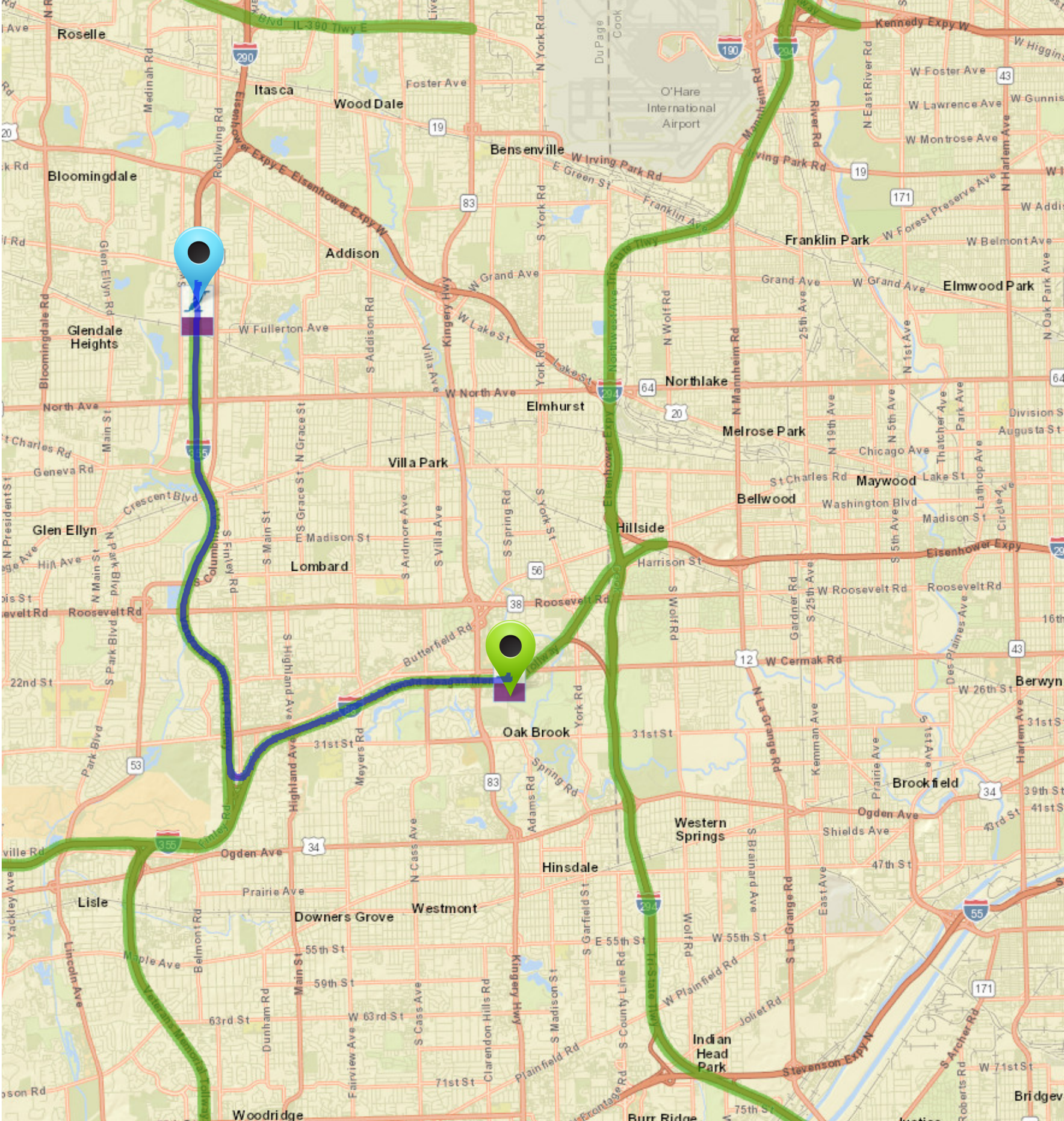
CLEAR

PLAZA NAME	TOLL
Spring Road <i>22 Street (Plaza 53)</i>	\$1.50
Army Trail Road Toll Plaza <i>Plaza 73</i>	\$1.90
TOTAL	\$3.40

Step 3

PAY UNPAID TOLLS ONLINE

[Learn more](#)



$\$3.40 \times 2 \text{ (each way)} = \$6.80$



**From:** [Nick Freeman](#)  
**To:** [Shane Cuplin](#)  
**Cc:** [Alycia Kluenenberg](#)  
**Subject:** [EXTERNAL] RE: quote please  
**Date:** Tuesday, November 7, 2023 12:30:23 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)

---



Thanks, Shane! We can do the database report and ERIS Xplorer for \$95. Let me know if you have any questions. Thanks!

Nick

**Nickolas Freeman**

Regional Account Manager | ERIS  
M 585-808-7572 | W [erisinfo.com](http://erisinfo.com)



**CELEBRATING A  
DECADE IN THE US**  
Leading Environmental  
and Property Due Diligence

---

**From:** Shane Cuplin <[Shane.Cuplin@gza.com](mailto:Shane.Cuplin@gza.com)>  
**Sent:** Tuesday, November 7, 2023 1:21 PM  
**To:** Nick Freeman <[nfreeman@erisinfo.com](mailto:nfreeman@erisinfo.com)>  
**Cc:** Alycia Kluenenberg <[Alycia.Kluenenberg@gza.com](mailto:Alycia.Kluenenberg@gza.com)>  
**Subject:** quote please

**CAUTION:** This email originated from outside of the organization.

Hi Nick. We just provided our client with a generic cost estimate for a database for the attached kmz. They requested a quote for the project itself. Please e-mail a quote for a database search for the attached. Database only for area in yellow please.

If I can get a quote today, it would be greatly appreciated!

Thanks!

**Shane Cuplin, P.G.**  
**Associate Principal**

Huff & Huff, a Subsidiary of GZA | 915 Harger Road, Suite 330 | Oak Brook, IL 60523  
o: 630.684.4424 | c: 630.918.8138 | [shane.cuplin@gza.com](mailto:shane.cuplin@gza.com) | [www.gza.com](http://www.gza.com) | [www.huffnhuff.com](http://www.huffnhuff.com) | [GZA LinkedIn](#)

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---

Maintenance Coatings Company  
543 Woodbury Street  
South Elgin, IL 60177  
Phone: (847) 622-0020  
Fax: (847) 622-1087

**QUOTE**

**QUOTE NO**  
4339

TO Huff & Huff Inc. Subsid of GZA  
915 Harger Rd., Suite 330  
Oak Brook, IL 60523

QUOTE DATE	VALID THRU	FOR	PAGE
11/8/2023	12/7/2023	Army Trail Road - Bartlett	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
TSW & ATTNR	8.00	TRAFFIC SAFETY WORKER & ATTENUATOR TRUCK - PORT TO PORT	160.00	1,280.00*

\* means item is non-taxable

**TOTAL AMOUNT      1,280.00**



[E-mail](#)[Reset Form](#)**Direct Cost**

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba Group		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement   Date <u>11/16/23</u>		

Consultant

Rubino Engineering, 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"/>			\$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"/>	500	\$0.66	\$330.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			\$0.00
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"/>	3	\$2,750.00	\$8,250.00
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"/>	1	\$1,453.68	\$1,453.68
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
Drill Rig Mobilization	In-House Direct Cost	<input type="checkbox"/>	3	\$574.15	\$1,722.45
Driller Overtime	1.5x Driller Rate (rate reflects additional)	<input type="checkbox"/>	12	\$30.63	\$367.56
	hour rate only, other hours reflected in	<input type="checkbox"/>			\$0.00
	3608)	<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
Total Direct Cost					\$12,123.69

\*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

This fee is Rubino's IDOT prequalified approved fee for drill rig mobilization

**From:** [Anthony Tomaras](#)  
**To:** [William Maritz](#); [michelle.linitski@rubinoeng.com](mailto:michelle.linitski@rubinoeng.com)  
**Cc:** [Brett Sauter](#)  
**Subject:** RE: Army Trail Road Bridge  
**Date:** Wednesday, November 8, 2023 5:30:47 PM  
**Attachments:** [Image001.png](#)  
[Image002.png](#)  
[Image003.jpg](#)  
[Image004.jpg](#)  
[2023 Lane Closure Prices - Preferred Customer.pdf](#)  
[Highway Permit Bond Regs.pdf](#)

Will

See attached for some documentation and below for a breakdown of the lab and traffic control.

Traffic Control						
	Rate	No. of Flaggers	Hours Per day	Total Days	Total	Sub Total
Flaggers Rate	\$ 125.00	2	8	3	\$ 6,000.00	
Flaggers OT Rate	\$ 150.00	2	2.5	3	\$ 2,250.00	\$ 8,250.00
Laboratory Testing						
Lab Test	Quantity	IDOT Approved Rates	Total	Subtotal		
Atterberg Limits	4	\$ 89.00	\$ 356.00			
Hydrometer	1	\$ 178.00	\$ 178.00			
Natural Moisture Content	90	\$ 8.90	\$ 801.00			
Organic Content	4	29.67	\$ 118.68	\$ 1,453.68		

Thanks,

Anthony Tomaras  
 Project Manager  
**Rubino Engineering, Inc.**  
 425 Shepard Drive  
 Elgin, IL 60123  
 Direct: 224.769.7022  
 Office: 847.931.1555  
[anthony@rubinoeng.com](mailto:anthony@rubinoeng.com)

**From:** Anthony Tomaras <[anthony@rubinoeng.com](mailto:anthony@rubinoeng.com)>  
**Sent:** Tuesday, November 7, 2023 11:21 AM



## **Work Zone Safety, Inc.**

**CERTIFIED DBE/WBE**

17051 Gaylord Road Phone: 815-834-0429

Crest Hill, Illinois 60403 Fax: 815-834-2357

[www.workzonesafetyinc.com](http://www.workzonesafetyinc.com)

### **2023 Preferred Customer Temporary Lane Closure Prices District 1**

(Updated Prices as of 1/02/23 - Prices subject to change)

<b><u>Expressway Closures</u></b>	<b><u>M-F</u></b>	<b><u>Sat</u></b>	<b><u>Sun</u></b>
Shoulder Expressway	\$975	\$1,100	\$1,400
1-Lane Expressway *	\$3,300	\$3,525	\$4,050
2-Lane Expressway *	\$3,500	\$3,750	\$4,300
3-Lane Expressway *	-----	\$4,050	\$4,600
Full Closure of all lanes *	-----	\$4,300	\$4,850
Entrance Ramp Expwy	\$975	\$1,100	\$1,400
Exit Ramp Expressway	\$1,000	\$1,150	\$1,450

Closure length is approximately 1/2 mile - additional 1/2 mile work zones will be charged \$100 each

\* Pricing includes setup and removal of lane closures per IDOT/Tollway standards

Any additional impact attenuators requested will be charged hourly port to port

<b><u>Arterial Closures</u></b>	<b><u>M-F</u></b>	<b><u>Sat</u></b>	<b><u>Sun</u></b>	<b><u>Rental Pricing Starting Day 2 ^</u></b>
1-Lane Arterial	\$1,000	\$1,150	\$1,300	\$75
2-Lane Arterial	\$1,100	\$1,250	\$1,400	\$100
Shoulder Arterial	\$900	\$1,050	\$1,200	\$30
Detour Arterial	\$1,100	\$1,250	\$1,400	\$50
U-2 Arterial	\$1,300	\$1,450	\$1,600	\$125
Standard #701421 (Over 45mph)	\$1,900	\$2,150	\$2,450	\$150

Closure length is approximately 1/2 mile - additional 1/2 mile work zones will be charged \$100 each

Arterial pricing includes setup and removal of closures per IDOT standards

^ Rental pricing starts day 2 on site and is charged daily until equipment is picked up

	<b><u>Straight Time</u></b>	<b><u>OT &amp; Sat</u></b>	<b><u>Sun</u></b>
<b>Flagger (port to port) **</b>	<b>\$125/hr</b>	<b>\$150/hr</b>	<b>\$175/hr</b>
<b>** Pricing is PER FLAGGER and includes signage/equipment required for flagging operation</b>			
<b>Impact Attenuator Truck with Driver (port to port)</b>	<b>\$225/hr</b>	<b>\$255/hr</b>	<b>\$285/hr</b>

Pricing for other Districts available on request

Call or email [estimating@workzonesafetyinc.com](mailto:estimating@workzonesafetyinc.com) for specific project pricing





## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Oct 27, 2023

Bid/Contract/PO #:

Company Name: Ciorba Group, Inc	Company Contact: Melissa Bentz
Contact Phone: 773-355-2923	Contact Email: mbentz@ciorba.com

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Melissa Bentz

Title CFO

Date Oct 27, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/27/2023

Bid/Contract/PO #:

Company Name: <u>American Surveying &amp; Engineering, P.C.</u>	Company Contact: <u>Coventine Fidis</u>
Contact Phone: <u>312-277-2000</u>	Contact Email: <u>c.fidis@americansurvey.com</u>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

**Signature on File**

Printed Name

Coventine Fidis

Title

President/CEO

Date

10/27/2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**





# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 11/01/2023

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Huff & Huff, Inc.	CompanyContact: Margaret Panatera
Contact Phone: 630-684-4422	Contact Email: margaret.panatera@gza.com

## The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
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- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Margaret A. Panatera

Title District Office Manager / Associate Principal

Date November 1, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**



# Required Vendor Ethics Disclosure Statement

Date: October 27, 2023

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>Rubino Engineering, Inc.</b>	Company Contact: <b>Michelle Lipinski</b>
Contact Phone: <b>(847) 931-1555</b>	Contact Email: <b>Michelle.Lipinski@rubinoeng.com</b>

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Authorized Signature \_\_\_\_\_

**Signature on File**

Printed Name \_\_\_\_\_

**Michelle Lipinski**

Title \_\_\_\_\_

**President**

Date \_\_\_\_\_

**October 27, 2023**

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1** (total number of pages)



## Required Vendor Ethics Disclosure Statement

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Date: 10/27/2023

Bid/Contract/PO #:

Company Name: Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions	Company Contact: Javier Steve Santacruz
Contact Phone: 847-868-9620	Contact Email: javier@santacruz-associates.com

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Authorized Signature

Signature on File

Printed Name

Javier Steve Santacruz

Title

President

Date

October 27, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)





## Transportation Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

**File #:** DT-R-0001-24

**Agenda Date:** 12/5/2023

**Agenda #:** 7.A.

AWARDING RESOLUTION  
TO HOMER TREE SERVICE, INC. FOR THE  
2023 TREE REMOVAL  
SECTION 23-0TREE-01-LS  
(ESTIMATED COUNTY COST \$90,862.00)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the removal of trees in advance of the 2024 Capital Improvements Program, Section 23-0TREE-01-LS, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2024 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<u>NAME</u>	<u>BID AMOUNT</u>
Homer Tree Service, Inc.	\$ 90,862.00
Clean Cut Tree Service, Inc.	\$ 163,200.00

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Homer Tree Service, Inc. for their submission of the lowest, most responsible bid in the amount of \$90,862.00.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Homer Tree Service, Inc., 16464 W. 143<sup>rd</sup> Street, Lockport, IL 60441, for their bid of \$90,862.00; and

BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED, that the Chair and the Clerk of DuPage County are hereby authorized and directed to execute the aforesaid contract with Homer Tree Service, Inc.

Enacted and approved this 12th day of December, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

# SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

11/28/2023

Wheaton, IL 60187

DATE

CITY, STATE, ZIP

CITY, STATE, ZIP

FUND			AGENCY			VENDOR NUMBER			EXPIRATION DATE			LAST INVOICE DATE			FOB		
									11/30/2024			11/30/2026			Wheaton, IL		
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT						UNIT PRICE	EXTENSION				
FY24-1500-3500-54050			BRDGPRJTREERMVL			2023 Tree Removal							90,862.00				
						Section 23-0TREE-01-LS											
													TOTAL	\$90,862.00			

REMIT TO:

Homer Tree Service, Inc. 16464 W. 143rd Street Lockport, IL 60441

COMMITTEE APPROVAL

DATE

Transportation

12/05/23

County Board

12/12/23

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

\*\*\*DOT-HOMER TREE - 23-0TREE-01-LS \*\*\*

Signature on File 11/28/23  
DATE



**DU PAGE COUNTY  
DIVISION OF TRANSPORTATION**

DUPAGE COUNTY  
DIV. OF TRANSPORTATION  
2023 NOV 28 PM 4:00

**OPENING OF PROPOSALS**

Tuesday, November 28, 2023  
2:00 PM

2023 Tree Removal  
Section 23-0TREE-01-LS

Engineer's Estimate: \$173,975.00

BIDDER	√	BID AMOUNT
Clean Cut Tree Service Inc.		\$163,200.00
Homer Tree Service, Inc.		\$90,862.00
Earthwerks Land Improvement & Development Corp.		No Bid

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
  - Cover page
  - Proposal
  - Signatures
  - Notice to Bidders
  - Contractor Certifications
  - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification
- Affidavit of Illinois Business Office
- BC 57 Affidavit of Availability (*may be submitted within 24 hours after the letting*)
- Vendor Ethics Disclosure Statement
- three (3) references form
- W-9 - Taxpayer Identification Number (*may be submitted after the letting*)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment



## Required Vendor Ethics Disclosure Statement

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Date: 11/20/23

Bid/Contract/PO #: 23-OTREE-01-LS

Company Name: <u>Homer Tree Service, Inc</u>	Company Contact: <u>Valerie Wunderlich</u>
Contact Phone: <u>815-512-7017</u>	Contact Email: <u>VALE@homer-tree.com</u>

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I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File  
Printed Name Ron Reposh  
Title President  
Date 11/20/23

Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)