

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE, ILLINOIS**  
**and HDR ENGINEERING, INC.**  
**for a CONCEPT DEVELOPMENT STUDY**  
**CH 11/ARMY TRAIL ROAD at MUNGER ROAD INTERSECTION IMPROVEMENTS**  
**Section No. 23-00240-11-CH**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and HDR Engineering, Inc., licensed to do business in the State of Illinois, with offices at 9450 West Bryn Mawr Ave., Suite 400, Rosemont, IL 60018, (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

**RECITALS**

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires a professional Concept Development Study for CH 11/Army Trail Road at Munger Road Intersection Improvements, Section: 23-00240-11-CH, (hereinafter referred to as PROJECT); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional concept development engineering services and is willing to perform the required services for an amount not to exceed \$171,926.78; and

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

WHEREAS, the COUNTY has developed an Environmental Roadway Design dated July 2001 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 as amended from time to time 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 in the event the PROJECT necessitates this scope of work; and

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

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise, and agree as follows:

## **1.0 INCORPORATION AND CONSTRUCTION**

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

## **2.0 SCOPE OF SERVICES**

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.
- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

### **3.0 NOTICE TO PROCEED**

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Acting Director of Transportation (hereinafter referred to as the "Acting 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 Acting Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Acting Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

#### **4.0 TECHNICAL SUBCONSULTANTS**

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

#### **5.0 TIME FOR PERFORMANCE**

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed after the execution of the AGREEMENT. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2025 unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## 6.0 DELIVERABLES

6.1. The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Acting Director directs, the deliverables specified in Exhibit A or as otherwise agreed to by the COUNTY and the CONSULTANT.

## 7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$171,926.78. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.

7.3.a If 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 or Work Order(s).

- 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 at an increased fee without compliance to the notice requirements listed above.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (DBE 436) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the website of the Illinois Department of Labor at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.6 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.
- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.9 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

## 8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/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.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/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 sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

## 9.0 INDEMNIFICATION

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

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

## **11.0 BREACH OF CONTRACT**

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the

above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

## **12.0 OWNERSHIP OF DOCUMENTS**

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

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

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



- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

#### 14.0 MODIFICATION OR AMENDMENT

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

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

## **15.0 TERM OF THIS AGREEMENT**

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2025, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

## **16.0 TERMINATION**

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

### **17.0 ENTIRE AGREEMENT**

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

### **18.0 ASSIGNMENT**

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

### **19.0 SEVERABILITY**

- 19.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

## 20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

## 21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

**HDR Engineering, Inc.**

9450 West Bryn Mawr, Suite 400

Rosemont, IL 60018

ATTN: James McNally

PHONE: 773-380-7964

EMAIL: [james.mcnally@hdrinc.com](mailto:james.mcnally@hdrinc.com)

**DuPage County Division of Transportation**

421 N. County Farm Road

Wheaton, IL 60187

ATTN: William C. Eidson, P.E.

County Engineer/Acting Director of Transportation

PHONE: 630.407.6900

EMAIL: [william.eidson@dupagecounty.gov](mailto:william.eidson@dupagecounty.gov)

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or



email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH**

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

## **23.0 FORCE MAJEURE**

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

## **24.0 ACCESS TO PROPERTY**

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

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

## 25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the 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 James McNally, Project Manager, shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (EXHIBIT D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DUPAGE

HDR ENGINEERING, INC.

# Signature on File

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

Thomas M. Hein  
Vice President

ATTEST BY:

ATTEST BY:

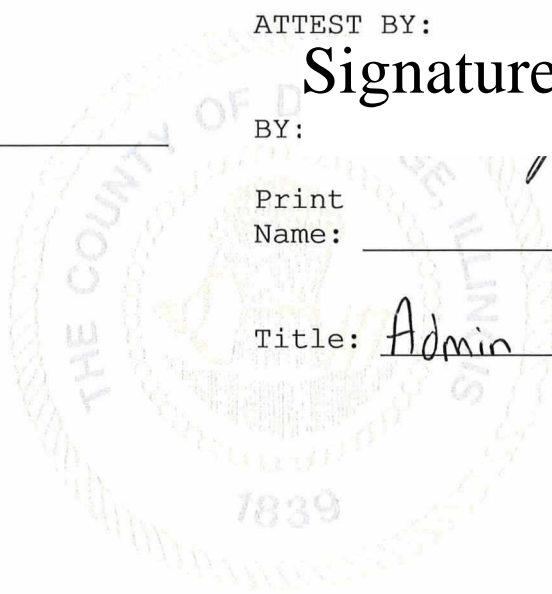
# Signature on File

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

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Viviana Ayala

Title: Admin Assistant \_\_\_\_\_





## Introduction

This document presents the proposed work components for completing a Concept Development Study for the Army Trail Road at Munger Road Intersection in DuPage County near Wayne and Bartlet, Illinois, for the DuPage County Division of Transportation (DuDOT).

### Intersection Study Limits

Road	Limits	Total Linear Feet
Army Trail Road – East Leg	Munger Road to Old Forge Road	1,000
Army Trail Road – West Leg	Grove Place to Munger Road	1,000
Munger Road – North Leg	1000 ft N to Army Trail Road	1,000
Munger Road – South Leg	Army Trail Road to 1,100 ft S	1,100

4,100 ft  
0.78 miles

The Army Trail Road at Munger Road Intersection Concept Development Study (CDS) scope of services generally consists of the following:

- Startup tasks, data compilation and GIS development, survey and mapping efforts
- Travel demand modeling and operational analysis
- Crash analysis
- Land use analyses and analysis of environmental studies
- Alternatives development, screening, and evaluation
- Agency coordination
- Project management, and quality management, as defined in this document.

## Project Schedule

The estimated completion duration for the CDS effort is anticipated to be **18 months** following authorization to proceed. The basis of this overall schedule assumes timely coordination and delivery of required resource information to perform the necessary traffic and safety analysis, alternatives analysis, agency coordination, and approvals following contract execution and authorization to proceed.

## Work Structure

As described in the preceding section, this document describes the proposed work structure for the development of a CDS. A work breakdown structure has been developed with the scope of services description in the following section identifying tasks to be contracted. For tasks to be contracted estimated work hours and costs for services to be performed are included in this proposal. The following section identifies assumptions, work responsibilities and task deliverables as appropriate for the completion of the Army Trail Road and Munger Road CDS.





## 100 SCOPE OF SERVICES

### Task 1—Collection, Compilation, Review & Evaluation of Database

This task commences with the development of a list of preferred data requirements and sources, including engineering and environmental data, plans, report and documents.

#### **1.1—Data Collection**

Available resource information relevant to the project will be obtained. This will include contacting relevant resource and regulatory agencies and accessing known resource databases through coordination with DuDOT. The information will be obtained in a digital format, where possible, including but not limited to historical ADT, local land use and zoning, emergency services travel routes, GIS aerial photography, bicycle plans, public service boundaries and amenities (school districts, fire districts, park districts, etc.), and property identification numbers for adjacent properties. Other available data will be sought from the Village of Bartlett, the Village of Wayne, and DuPage County Agencies pertinent to the intersection. It is assumed that resource issues for which data will be sought consist of wetlands, biological and cultural resources, water resources including floodplains and designated floodways, socio-economic data, parks and recreational areas, areas of special habitat, water quality data, and special and hazardous waste sites. Data will also be collected from CMAP, release of the 2050 forecast of population and employment in electronic format.

The Consultant will review the online DuPage County assessor website to determine the property identification numbers and owners of adjacent properties. A table and exhibit will be created.

#### ***Assumptions:***

- Obtain Maps, Inventories, Plans, Reports, GIS Data, and Resource Inventories: IDOT, DuPage County, CMAP, IDNR, USFWS, IEPA, Communities, FEMA, USACE, SHPO, Utilities/Authorities, Forest Preserves,
- Organize data in electronic libraries as appropriate (electronically obtained or scanned files)

#### ***Work Responsibilities:***

- HDR: Task Lead

#### ***Deliverables:***

- Property Identification Table and Exhibit

#### **1.2—Traffic Counts**

The Consultant will compile existing and historic data using multiple data sources including Miovision video-based counts, unmanned aerial vehicle (UAV) traffic recordings, and other web-based data tools that provides data for population areas including mobility, economic activity, travel information and land use.

Twenty-four hour counts using miovision cameras will be utilized at the intersection and provide 24-hour intersection turning movement counts during a weekday between Tuesday and Thursday. A 24-hour Weekend count will be required during warm weather months when non-motorized travel is anticipated. The traffic data shall include the vehicle classification (passenger car, single unit, and multiunit) as well as pedestrian and bicyclist counts where crosswalks are present.

The Consultant will utilize a UAV to record traffic flow during peak hour traffic at the intersection. The recordings will be utilized to confirm traffic movements from Miovision, to view traffic queues and to understand potential safety concerns.



The Consultant will evaluate information available from web-based data tools that provides data for population areas including mobility, economic activity, travel information, and land use. This information will help evaluate on a more micro-level, the travel demand of the public relative to potential future alternatives for the intersection. This information will be used in conjunction with and not modifying the CMAP 2050 forecasts to evaluate how users may travel in the study area. For the cycling community, Strava is another online data source to reference for cycling travel demand. This data will help identify the potential demand for cycling users in the study area.

**Assumptions:**

- Early traffic coordination efforts have been assumed for budgeting purposes under this task.
- Any subscription costs for data will be included as a direct cost for the project
- UAV videos will be used for Public Involvement as well.

**Work Responsibilities:**

- HDR: Task Lead

**Deliverables:**

- Traffic Count Database

**1.3—Utility Identification and Coordination**

The Consultant will perform preliminary utility coordination and research. The field survey in Task 3 will locate above ground utilities, as well storm and sanitary sewer inverts and pipe sizes.

**1.3.1 Initial Coordination/Data Collection**

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

**1.3.2 Utility Easement Research**

The Consultant will perform research at and through the DuPage County Recorder’s office for utility easements as granted as separate documents and on recorded plats. Research will cover parcels of un-subdivided and subdivided property near the intersection through the Village of Bartlett, Village of Wayne, unincorporated DuPage County and within existing ROW. Additional document requests will be made to DuDOT for records.

**1.4—Field Trips**

Field visits will be conducted for data that is readily apparent and easily gathered through windshield surveys. These field visits will initially include review of both environmental resources and land uses, as well as review of existing transportation facilities (condition, performance, and layout), and observational site visits. The field visits to be conducted with this task will consist of a survey of residential and commercial structures, an inventory of special lands (e.g. parks, recreation facilities, and Nature Preserves), identification of parking facilities, verification of USGS features, (e.g. cemeteries, schools, hospitals), and identification of major utilities and potential design constraints. As needed the Consultant will perform site visits to confirm survey and record data and perform general observations of driver behaviors, observe sight distances at intersections and driveways, and identify signing and other visual attributes of the corridor such as non-motorized travel usage and adjacent land uses.



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**Assumptions:**

- It is assumed that topical areas will require additional field review (noise, wetlands, structures, cultural, public lands (4f, 6f), land use relationships, key community resources i.e. parks, churches, civic centers, and recreational facilities) – not included under this task

**Work Responsibilities:**

- HDR: Task Lead

## Task 2—Mosaics

### **2.1—Aerial Mapping Information**

The Consultant will develop initial base maps from the ortho-digital aerial mapping collected, onto which project information and data will be overlaid. Information and data collected through Task 1 and Task 4 will be plotted onto the base maps for project study in analyzing existing conditions and initiating the study of feasible alignments/alternatives.

**Work Responsibilities:**

- HDR: Task Lead

**Deliverables:**

- Contour Maps/ Base Maps

## Task 3—Surveys

The Consultant will provide surveying services to support the preparation of geometric alternatives for all four legs of intersection. Survey work is expected to include establishing horizontal & vertical control, alignment and ties, and topographic & dtm surveys.

### **3.1— Establish Horizontal / Vertical Control**

Horizontal Control will be established in State Plane Coordinates (NAD83 2011 adj). Vertical Control based on NAVD88.

Set and cross tie horizontal control points. Vertical Control will be established from the GPS observations, normalized between the control points and additional benchmarks set at approximately 1,000-foot intervals utilizing electronic leveling.

**Work Responsibilities:**

- AGI: Survey Lead

### **3.2—Topographic & DTM Surveys**

Topographic survey crews will conduct survey along pavement surfaces (centerline, edge of road, gutter, sidewalks, driveways, parking lots, etc.) and utility/drainage structures.

Trees will not be surveyed.

**Assumptions:**

- Survey limits will extend 20 ft beyond existing ROW
- Cross sections every 50 ft along project limits



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- 2,000 ft along Army Trail Road
- 2,100 ft along Munger Road
- Office contouring of field data and one foot contour intervals

**Work Responsibilities:**

- AGI: Survey Lead

**Deliverables:**

- Digital Terrain Model

**3.3—Utility Surveys**

Existing drainage inlets, manholes, outlets, and culverts will be surveyed for location and elevation. Measurements will be obtained to determine rim elevation, pipe inverts, size and direction of flow for storm and sanitary sewers. All other observable above ground utilities will be surveyed as well including size, type, rim, invert elevations, material and condition.

**Assumptions:**

- All overhead utility lines and pole locations shall be recorded with the ownership

**Work Responsibilities:**

- Accurate Group: Survey Lead

**3.4—Survey Management and Quality Control**

Work effort includes work planning and monitoring the integration of survey data and deliverables into a Base Map/CADD product in accordance with the DuPage County Design Survey Procedures. Work under this task includes the Surveying Consultant’s quality control and management efforts to perform the necessary survey work.

**Work Responsibilities:**

- HDR: Task Lead
- AGI: Survey Consultant

**TASK 4—ENVIRONMENTAL**

The Consultant, in coordination with DuDOT, will define the study area boundaries for evaluation of the physical and natural environment and examine environmental resources to support the alternatives development process of the Army Trail Road at Munger Road CDS. Investigation of resources for the development and evaluation of initial alternatives will rely primarily on published and available information, in conjunction with fieldwork and windshield surveys, as needed, to confirm resource information and potential impacts.

It is assumed work under this task includes early resource impact assessments during the initial alternatives development, and potential impacts to the resources - for up to 4 initial alternatives - will be completed





#### **4.1—Environmental Scan**

The consultant will conduct a desktop review to identify environmental resources present in the study area. Findings will be incorporated into the Environmental Inventory Map as well as a Technical Memorandum. The following resource areas will be reviewed:

- General topography/character of the study area (landform, vegetation cover and drainages).
- Federally listed threatened and endangered species, state and federal sensitive species, and migratory birds.
- National, state, and local park lands and wildlife/waterfowl refuges.
- Properties and sites listed on the National Register of Historic Places, the location of known eligible or nominated sites for inclusion on the NRHP
- Potential Section 4(f) properties.
- Wetlands as listed in the National Wetland Inventory and DuPage County Advanced Identification (ADID) mapping, impaired waters, and other unique waterbodies.
- Land and Water Conservation Fund (Section 6(f)) sites.
- Mapped floodplains and floodways and community floodplain development requirements.
- Preliminary hazardous material database search of potential impacted properties

#### ***Assumptions:***

- The Environmental Scan activities will be conducted at the desktop review level only and are intended to provide an idea of potential environmental issues that may arise as specific projects and/or alternatives develop. The items to be conducted under this task are not intended to be suitable for NEPA clearance.
- The following is NOT included in the CDS scope:
  - A Section 106 cultural resource evaluation.
  - Wetland or ordinary high water mark delineation(s) per U.S. Army Corps of Engineers requirements.
  - Visual Assessment per FHWA guidelines.
  - Hazardous material phase I or II environmental site assessments, including soil or groundwater sampling.
  - Air or noise impact studies per FHWA and ITD Environmental Manual guidelines.
- Section 404 or floodplain permitting; Section 401 Water Quality Certification not included at this time

#### ***Work Responsibilities:***

- HDR: Task Lead

#### **4.2—Environmental Field Review/Reconnaissance**

The Consultant will conduct an environmental field review to assist in the further identification and documentation of environmental resources within the area.

#### ***Assumptions:***

- Field review does not include surveying or delineating of resources. Work under this task is separate from Task 1.4 (Field Trips).



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**Work Responsibilities:**

- HDR: Task Lead

**Deliverables:**

- Field reconnaissance notes and photo log

**4.3—Environmental Inventory Map**

The Consultant will prepare an environmental inventory map (critical issues map) that includes environmental resources within the study area. This map will be developed using existing, publicly available GIS databases, and will be updated periodically and upon receipt of environmental survey data from fieldwork and from IDOT.

**Assumptions:**

- Publicly available GIS database information to be obtained under Task 1.

**Work Responsibilities:**

- HDR: Task Lead

**Deliverables:**

- EIM (Critical Issues Map)

**TASK 5—DRAINAGE ANALYSIS**

The Consultant will lead the preparation of the conceptual drainage investigation for the Army Trail Road at Munger Road CDS. Work under this task includes an initial analysis of the existing drainage system, an analysis of existing outlets and an evaluation of the need for storm water detention and compensatory storage,.

**Assumptions:**

- Field Evaluation: Perform a field evaluation of drainage conditions and structures within the project limits. Included under Task 1.
- Data Collection: Review of Hydraulic Atlases, Identified Base Floodplains, Streamstats, Wetland Inventory Maps, DuPage County GIS. Included under Task 1.
- Topographic survey: Included under Task 3.
- Proposed Drainage Plan and Location Drainage Technical Memorandum not included in this phase
- Temporary Drainage Design: Not included. Will be designed in later Phase II Design.

**5.1—Existing Drainage System**

Work assumed and deliverables under this task includes the following:

- *Existing Hydrology* – This task involves the delineation of existing drainage areas and the calculation of their respective time and concentrations and runoff coefficients throughout the project limits.
- *General Location Drainage Map* - This task involves the preparation of the General Location Drainage Map to show the project with respect to the overall drainage features.
- *Identified Drainage Problems* - This task involves the documentation of identified drainage problems throughout the project limits as provided by County and Villages. Should modeling be required to analyze the issue that would be deferred to the Phase I.



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- *Identify and documentation of Depressional Storage Areas* - This task involves the identification and documentation of existing depressional storage areas within the project limits.
- *Existing Drainage Plans (EDP)* - An exhibit will be prepared to show the project with respect to the existing drainage areas. Section 2-202 of the IDOT Drainage Manual provides additional detail on requirements for the EDP.

**Work Responsibilities:**

- HDR: Drainage Lead

**Deliverable:**

- Existing Drainage Narrative (Brief Email Summary)
- Existing Drainage Plans

**TASK 6—ALTERNATE GEOMETRIC STUDIES**

The Consultant will lead the development and evaluation of the alternatives. Under this task the identification of a range of initial alternatives, development of the build alternatives, and screening for the eventual recommendation of a Preferred Alternative will occur.

**6.1—Initial Alternatives Development and Evaluation**

The Consultant will develop a set of Initial Alternatives on the basis of findings from Traffic and Safety analyses, and through its stakeholder involvement coordination efforts. Initial Alternatives will be developed with consideration of stakeholder input and in a manner consistent with planning and design parameters that will be established with a Planning Framework document for project criteria.

Initial Alternatives will be developed to a functional layout level of detail to allow an initial assessment of engineering viability, potential environmental issues, and relative planning level costs. The functional layout will consist of the development of potential changes in alignment locations, conceptual sections, , and associated worst-case construction footprints. At this stage of development, the functional design exhibits will be prepared to represent the horizontal layout of the alternatives and be developed with consideration of vertical controls (allowable vertical grades).

For budgeting purposes, it is assumed that up to 4 Initial Alternatives will be developed. Initial Alternatives will be presented as functional drawings on an aerial photo base. Autoturn analyses will be performed for each alternative. General roadway, active transportation, retaining walls location and preliminary construction footprint locations will be identified on the exhibits. It is expected the initial alternatives will study a range in horizontal alignments, conceptual sections, and access management strategies. Evaluation findings will be presented to DuDOT for review and concurrence. Initial alternatives will include:

- No Build
- Single Lane Roundabout (on-alignment or off-alignment)
- Traffic Signals (no auxiliary lanes or auxiliary lanes)

**Assumptions:**

- 4 Initial Alternatives developed and evaluated as functional drawings on aerial base exhibits consistent with established planning and design criteria.
- Schematic exhibits at scale 1" = 40' – 1" = 60".



- Microstation or ConceptStation. Additional Remix and Streetmix may be used to development concept level plan views and typical sections.
- Conceptual typical section package depicting the Initial Alternatives characteristics will be developed.
- It is assumed cross sections will not be prepared at this time
- A combination of qualitative and quantitative evaluation factors will be considered to distinguish among the Initial Alternatives performance and environmental impact potentials.

**Work Responsibilities:**

- HDR: Task Lead

**Deliverables:**

- Initial Alternatives Exhibits and Conceptual Sections Package
- Initial Alternatives Evaluation Technical Memorandum

**6.2—Alternatives Cost Analysis**

The Consultant will develop construction cost estimates at the various stages in the alternatives development process as described below.

**6.2.1—Initial Alternatives Cost Estimate**

The Consultant will develop an order of magnitude planning-level cost estimate for the Initial Alternatives. Cost estimates will include construction, right-of-way, and engineering costs. At this stage, cost estimates will be based on major construction elements with other elements estimated on a percentage basis for obtaining relative comparisons.

**Assumptions:**

- Up to 4 alternatives

**Work Responsibilities:**

- HDR: Task Lead

**6.3—Team Coordination and Meetings**

This task includes effort for internal project team coordination (Consultant and DuDOT) related to the Alternatives Development and Evaluations efforts.

2 coordination meetings with DuDOT are assumed for budgeting purposes. They are anticipated to occur prior to the development of the Initial Alternatives, after the development of the Build Alternatives, and before development of the Preferred Alternative.

**Assumptions:**

- 2 internal coordination meetings required for alternatives development and evaluation concurrences, and preparation of discussion materials.
- DuDOT utilizes an evaluation matrix to analyze alternatives based on metrics.

**Work Responsibilities:**

- HDR: Task Lead

**TASK 7—CRASH ANALYSIS**

**7.1—Crash Analysis**

Crash data provided by IDOT and DuDOT will be compiled and reviewed. Work under this task is



separate from Task 1 and will help inform the needs assessment for the CDS, and potentially lend to project objectives during the alternatives development. The effort will include the following:

- A crash diagram for the intersection using the last 5 years of crash data prior to 4-way stop installation and summarize findings, as required. It is assumed all crash diagrams will be downloaded from MS2 portal and not created by HDR.
- A crash analysis to evaluate the frequency, severity, and recommended countermeasures.

**Assumptions:**

- It is assumed that the Crash Analysis will not need to be updated based on new crash data from the State. However, crash data, as available, since the installation of the four-way stop will be evaluated.
- Crash reports for injury crashes will be requested from the Sherriff's office or the reporting agency with jurisdiction
- Will prepare crash analysis plot diagrams, crash analysis, and recommended countermeasures to be included in the full Crash Analysis Report
- The Army Trail Road at Munger Road is the only intersection to be included in the crash analysis
- The crash analysis does not include any statistical analysis as outlined in the Highway Safety Manual.

**Work Responsibilities:**

- HDR: Analysis Lead

**7.2— Crash Analysis Document**

Prepare a crash analysis technical memorandum with attachments to document the findings.

**Work Responsibilities:**

- HDR: Task Lead

**Deliverables:**

- Crash Analysis Technical Memorandum

**TASK 8—TRAFFIC OPERATIONAL ANALYSIS**

Traffic operational analysis will be performed for the existing, and future no-build and build alternatives.

**8.1— Traffic Forecasting**

Based on existing balanced traffic counts, develop projected 2050 traffic volumes for proposed intersection alternatives in accordance with FHWA guidelines. The task includes developing peak hour intersection turning movements for the 2050 planning year. The 2050 peak hour turning movements will be used for intersection capacity analyses and simulations. Coordinate with DuDOT and the Chicago Metropolitan Agency for Planning (CMAP) for concurrence on 2050 traffic projections. Consultant will prepare correspondence letters with CMAP.

**Work Responsibilities:**

- HDR: Task Lead

**Deliverables:**

- Traffic Exhibits
- Traffic Methodology Technical Memorandum





## **8.2— Capacity Analysis**

Work under this task includes capacity analysis at existing intersections and assumes the evaluation of roundabout and signalized alternative intersections will be performed.

### ***Assumptions:***

- Intersection capacity analyses (6 models) using Highway Capacity Software (HCS) for the following traffic years assuming a no-build analysis and two proposed alternatives for each intersection (See Table):
  - Existing Traffic for No-build (4-way stop)
  - 2050 traffic for No-build (4-way stop)
  - Existing traffic with traffic signals (no auxiliary lanes and auxiliary lanes)
  - 2050 traffic with traffic signals (no auxiliary lanes and auxiliary lanes)
- 2 intersection capacity analyses using Sidra Software for each roundabout alternative at the intersection for 2050 traffic.
- Sensitivity Testing

### ***Work Responsibilities:***

- HDR: Task Lead

## **8.3— Traffic Signal and All-Way Stop Warrant Studies**

Perform a traffic signal installation warrant analysis and an all-way stop analysis using traffic data at the intersections in accordance with MUTCD guidelines.

### ***Work Responsibilities:***

- HDR: Task Lead

## **8.4 — Traffic Analysis Technical Memorandum**

Prepare package for DuDOT to analyze traffic signal warrants, traffic counts, and intersection capacity analyses. The signal warrant analysis includes using the IDOT District 1 Signal Warrant Worksheet Procedures and Review spreadsheets. A summary of the intersection will be provided along with recommendations. A summary of the intersection capacity analysis will be provided for all analyzed alternatives. Tables will be provided for ease of comparison of the different alternatives. Level of Service deficiencies will be identified. A discussion will be included how this relates to the 2050 traffic projections for the intersections.

### ***Work Responsibilities:***

- HDR: Task Lead

### ***Deliverables:***

- Traffic Operational Analysis Technical Memorandum

## **TASK 9—Agency Coordination**

### **9.1—External Agencies Coordination**

The Consultant will organize, prepare for and attend meetings and associated ongoing coordination activities with involved local agencies, DuPage County, transportation agencies and other interested



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public agencies. The Consultant will assist DuDOT in coordination of meeting logistics, material preparation, and minutes of the meetings.

Work under this task assumes support preparation of external agency correspondence throughout the course of the study. These could include project information or data collection coordination letters, and responses to agency comments received during the study.

**Work Responsibilities:**

- HDR: Task Lead

**TASK 10—Project Management/Administration**

**10.1—Project Kickoff**

The Consultant will conduct one (1) Project Kickoff Meetings – one with DuDOT staff. The purpose of this meeting will be to discuss project team organization, roles/responsibilities for project staff, decision making procedures, change management procedures, and communication/coordination protocols. For budgeting purposes, it is assumed that up to 3 Consultant staff will participate in the DuDOT Kickoff Meeting.

The Consultant will prepare detailed Project Instructions and an Initial Work Plan, which will document established roles, responsibilities and procedures for executing the project work effort.

**Assumptions:**

- Expected outcome of this effort is DOT and Consultant team concurrence on project work approaches, work plan, coordination procedures, and responsibilities.

**Work Responsibilities:**

- HDR: Task Lead

**Deliverables:**

- Project Instructions and Initial Work Plan

**10.2—Project Management**

The Prime Consultant will lead, assist and monitor Project Management activities related to the Army Trail Road and Munger Road CDS contained in this scope of services. The anticipated period of performance for this task is 18 months and includes:

- *Work Planning and Scheduling* – The Prime Consultant will manage the overall Work Planning and Scheduling for the technical services, agency coordination, and public involvement activities contained in the scope of services.
- *Project Management and Coordination* – The Prime Consultant will provide project management and coordination support services including meeting scheduling and preparations, general administrative support, and related project coordination support.

**Assumptions:**

- Monthly check in meetings will be required with DuDOT Project Manager (virtual)



- Weekly efforts include coordination with team members, various stakeholders, and DuDOT staff (approx. effort 4 hrs/week)

**Work Responsibilities:**

- HDR: Task Lead

**10.3—Administration**

Project administration including payroll, billing, and filing will be performed. For budgeting purposes monthly progress meetings with DuDOT are assumed. Work under this task includes project administration by subconsultants as well as includes related internal coordination meetings.

The Prime Consultant will monitor the overall schedule and budget performance of services contained under this scope of services, including preparation of associated progress reports, invoices and Monthly Status Reports in compliance with DuDOT requirements. Involved subconsultants will provide related progress reporting/invoicing for their respective services.

**Work Responsibilities:**

- HDR: Task Lead

**Task 11—QA/QC**

**11.1—Quality Plan Development**

The Consultant will prepare a Quality Management Plan for the CDS efforts.

**Assumptions:**

- The Initial Quality Plan development is included in the contract as well as additional effort for development of an updated Quality Plan - up to 2 assumed updates for the duration of the project.

**Work Responsibilities:**

- HDR: Task Lead

**Deliverables:**

- QA/QC Plan (Initial, Updates)

**11.2—Quality Reviews**

The Consultant will conduct QA/QC reviews of Environmental, Engineering, and Public Involvement procedures, methodologies and deliverables in conformance with the established Quality Plan.

Assumptions, calculations, memorandums, reports, and plans will be thoroughly reviewed for accuracy and consistency before submittals and coordination efforts and accompanying QC review documentation.

**Work Responsibilities:**

- QA/QC Reviews – HDR

Army Trail Road at Munger Road Concept Development Study		22-Nov-23			
		Level of Effort - Hrs by Firm			Assumptions
		HDR	AGI	Total by Task	
<b>Task 1</b>	<b>Collection, Compilation, Review &amp; Evaluation of Database</b>	<u>154</u>	<u>0</u>	<u>154</u>	
1.1	Data Collection and Review of Historical Studies	40		40	
1.2	Traffic Counts			58	
	Miovision Setup	2			Coordinate twice with Miovision contractor regarding setup
	UAV videos	40			1 loc (one weekday peak time - AM or PM) and 1 (one weekend peak time AM, Mid-Day or PM) @ 6 hrs/flight w/ 2 staff; 16 hrs processing video/planning
	Streetlight Data	16			big data analysis
1.3	Utility Identification and Coordination			24	
1.3.1	Initial Coordination/Data Collection	8			
1.3.2	Utility Easement Research	16			
1.4	Field Trips	32		32	HDR 2 visits (Geometric/Safety, Drainage) x 2 staff x 8 hrs includes photo log
<b>Task 2</b>	<b>Mosiacs</b>	<u>2</u>	<u>0</u>	<u>2</u>	
2.1	Aerial Mapping Information	2		2	
<b>Task 3</b>	<b>Surveys</b>	<u>4</u>	<u>186</u>	<u>190</u>	
3.1	Establish Horizontal/Vertical Control		36	36	AGI - 2 person crew plus survey chief 1 day for horizontal and one day for vertical
					Topo along Army Trail (2,000', 20' outside Ex ROW, 1 day); 2 person crew 8 hrs/day: 16 hrs total
					Topo along Munger Road (2,100', 20' outside Ex ROW, 1 day); 2 person crew 8 hrs/day: 16 hrs total
			124	124	Cross Section at 50' intervals ROW to ROW along Army Trail and Munger Road (1.5 days, 2 person crew 8 hrs/day): 24 hrs total
					ROW Survey, expose property lines (2 days, 2 person crew, 8 hrs/day; 1 day survey crew chief 8 hrs/day) - 40 hrs total
					Shoot tree line (1 day, 2 person crew, 8 hrs/day): 16 hrs total
					Process Survey data and submit Microstation: 12 hrs total
3.2	Topographic & DTM Surveys				
3.3	Utility Surveys		16	16	
3.4	Survey Management and Quality Control	4	10	14	
<b>Task 4</b>	<b>Environmental</b>	<u>60</u>	<u>0</u>	<u>60</u>	
4.1	Environmental Scan	32		32	
4.2	Environmental Field Review/Reconnaissance	12		12	2 staff - 1 field visit - 6 hrs (wetland, floodplain, soils, ag, TMDLs, impaired streams, biologically rated streams, land use, transit, bike and ped maps
4.3	Environmental Inventory Map	16		16	
<b>Task 5</b>	<b>Drainage Analysis</b>	<u>76</u>	<u>0</u>	<u>76</u>	
5.1	Existing Drainage System			76	
	Existing Hydrology				
	Drainage Areas	6			
	General Location Drainage Map	12			
	Identified Drainage Problems	8			
	Identify Depressional Areas	2			
	Existing Drainage Plan	48			4 plan sheets @ 12 hrs/each
<b>Task 6</b>	<b>Alternate Geometric Studies</b>	<u>240</u>	<u>0</u>	<u>240</u>	
6.1	Initial Alternatives Development and Evaluation			160	
	initial alternatives (four alternatives) plan sheets	128			4 alternatives at 2 sheets/alt at 16 hrs/sheet
	Typical Sections	32			4 alternatives at 2TS/alt at 4 hrs/ts
	Autoturns	32			Two traditional alternatives at 4 hrs/each. One no-build alt at 4 hrs each. Two roundabout alternatives at 10 hrs each.
6.2	Alternatives Cost Analysis			24	
6.2.1	Initial Alternatives Cost Estimate	24			6 hrs per alt
6.3	Team Coordination and Meetings	24		24	2 meet (2 HDR Staff x 6 hrs)
<b>Task 7</b>	<b>Crash Analysis</b>	<u>68</u>	<u>0</u>	<u>68</u>	
7.1	Crash Analysis			24	
	Data Collection	20			Review 5-year crash data, request and review individual police reports for injury crashes, update 5 year crash data (1 times)
	Crash Analysis	4			crash diagrams from MS2 portal (minor updates)
7.2	Crash Analysis Document	44		44	
<b>Task 8</b>	<b>Traffic Operational Analysis</b>	<u>112</u>	<u>0</u>	<u>112</u>	
8.1	Traffic Forecasting			12	
	Traffic Coordination/Review	12			Draft CMAP letter, review CMAP data and review Strava
8.2	Capacity Analysis			40	
	Highway Capacity Software	24			2 hrs x 6 scenarios x 2 peak periods x 1 days (weekday)
	Sidra Software	16			2 scenarios at 1 day1 (weekday)
	Sensitivity Testing	12			
8.3	Traffic Signal and All-Way Stop Warrant Studies	8		8	
8.4	Traffic Analysis Technical Memorandum	40		40	w/ revisions
<b>Task 9</b>	<b>Agency Coordination</b>	<u>36</u>	<u>0</u>	<u>36</u>	
9.1	External Agencies Coordination			36	
	Village of Bartlett	12			1 meeting w/ 2 HDR staff @ 6 hrs/meeting
	Village of Wayne	12			1 meeting w/ 2 HDR staff @ 6 hrs/meeting
	Forest Preserve District of DuPage County	12			1 meeting w/ 2 HDR staff @ 6 hrs/meeting
<b>Task 10</b>	<b>Project Management/Administration</b>	<u>117</u>	<u>0</u>	<u>117</u>	
10.1	Project Kickoff	18		18	1 DuDOT meeting (3 HDR) x 6 hrs;
10.2	Project Management	72		72	4 hrs/month x 18 months
10.3	Administration	27		27	1.5 hrs/month for 18 months
<b>Task 11</b>	<b>QA/QC</b>	<u>32</u>	<u>0</u>	<u>32</u>	
11.1	Quality Plan Development	4		4	
11.2	Quality Reviews	28		28	Tasks 4-8
<b>Total by Firm</b>		<b>901</b>	<b>186</b>	<b>1,087</b>	



**Payroll Escalation Table**  
**Fixed Raises**  
**DLM 2.80**

FIRM NAME HDR Engineering, Inc.  
PRIME/SUPPLEMENT Prime

DATE 02/01/24  
PTB NO. \_\_\_\_\_

CONTRACT TERM 18 MONTHS  
START DATE 3/1/2024  
RAISE DATE 1/1/2025

OVERHEAD RATE 157.57%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

3/1/2024 - 1/1/2025
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1/2/2025 - 9/1/2025
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10
18

8
18




= 55.56%  
= 1.0133

45.78%

**The total escalation for this project would be:**

1.33%







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

Firm	HDR Engineering, Inc.
Route	Army Trail Road at Munger Road
Section	23-00240-11-CH
County	DuPage
Job No.	
PTB & Item	

Date	02/01/24
Overhead Rate	157.57%
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
Collection, Compilation, Review & Evaluation of Database	154	7,424.18	20,787.70	8,816.20			29,603.90	17.22%
Mosaics	2	89.78	251.39				251.39	0.15%
Surveys	4	294.49	824.58		27,995.10	28,819.68	28,819.68	16.76%
Environmental	60	2,747.73	7,693.65	39.00			7,732.65	4.50%
Drainage Analysis	76	4,476.19	12,533.34				12,533.34	7.29%
Alternate Geometric Studies	240	10,632.90	29,772.11				29,772.11	17.32%
Crash Analysis	68	2,948.87	8,256.85				8,256.85	4.80%
Traffic Operational Analysis	112	5,913.38	16,557.47				16,557.47	9.63%
Agency Coordination	36	2,650.43	7,421.19	138.00			7,559.19	4.40%
Project Management/Administration	117	8,059.30	22,566.05	846.00			23,412.05	13.62%
QA/QC	32	2,652.98	7,428.35				7,428.35	4.32%
<b>TOTALS</b>	901	47,890.24	134,092.68	9,839.20	27,995.10	28,819.68	171,926.98	100.00%

### Average Hourly Project Rates

**Route** Army Trail Road at Munger Road  
**Section** 23-00240-11-CH  
**County** DuPage  
**Job No.**  
**PTB/Item**

**Consultant** HDR Engineering, Inc.

**Date** 02/01/24

**Sheet** 1 **OF** 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			Collection, Compilation, Review			Mosaics			Surveys			Environmental			Drainage Analysis		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Civil Engineer I	\$34.72	282	31.30%	10.87	52	33.77%	11.72												
Civil Engineer II	\$44.89	166	18.42%	8.27	62	40.26%	18.07	2	100.00%	44.89							36	47.37%	21.26
Civil Engineer III	\$53.20	20	2.22%	1.18															
Clerical II	\$32.12	27	3.00%	0.96															
Clerical III	\$36.06	8	0.89%	0.32															
Environmental Scientist I	\$28.94	36	4.00%	1.16									36	60.00%	17.36				
Principal	\$86.00	0																	
Project Manager	\$86.00	163	18.09%	15.56	12	7.79%	6.70				2	50.00%	43.00	2	3.33%	2.87	2	2.63%	2.26
Realty Specialist III	\$56.98	14	1.55%	0.89	14	9.09%	5.18												
Senior Civil Engineer I	\$61.25	101	11.21%	6.87	8	5.19%	3.18				2	50.00%	30.62	2	3.33%	2.04	2	2.63%	1.61
Senior Civil Engineer III	\$77.04	0																	
Senior Civil Engineer IV	\$86.00	28	3.11%	2.67	6	3.90%	3.35												
Senior Communications Coord	\$61.40	0																	
Senior Transportation Planner	\$85.81	10	1.11%	0.95									10	16.67%	14.30				
Transportation Planner III	\$55.33	10	1.11%	0.61									10	16.67%	9.22				
Transportation Planner IV	\$71.27	36	4.00%	2.85													36	47.37%	33.76
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<b>TOTALS</b>		901	100%	\$53.15	154	100%	\$48.21	2	100%	\$44.89	4	100%	\$73.62	60	100%	\$45.80	76	100%	\$58.90

**Average Hourly Project Rates**

**Route** Army Trail Road at Munger Road  
**Section** 23-00240-11-CH  
**County** DuPage  
**Job No.**  
**PTB/Item**

**Consultant** HDR Engineering, Inc.

**Date** 02/01/24

**Sheet** 2 **OF** 2

Payroll Classification	Avg Hourly Rates	Alternate Geometric Studies			Crash Analysis			Traffic Operational Analysis			Agency Coordination			Project Management/Administr			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
Civil Engineer I	\$34.72	164	68.33%	23.72	36	52.94%	18.38	30	26.79%	9.30									
Civil Engineer II	\$44.89				22	32.35%	14.52	44	39.29%	17.64									
Civil Engineer III	\$53.20	20	8.33%	4.43															
Clerical II	\$32.12													27	23.08%	7.41			
Clerical III	\$36.06													8	6.84%	2.47			
Environmental Scientist I	\$28.94																		
Principal	\$86.00																		
Project Manager	\$86.00	18	7.50%	6.45	4	5.88%	5.06	7	6.25%	5.38	18	50.00%	43.00	70	59.83%	51.45	28	87.50%	75.25
Realty Specialist III	\$56.98																		
Senior Civil Engineer I	\$61.25	38	15.83%	9.70	6	8.82%	5.40	15	13.39%	8.20	18	50.00%	30.62	6	5.13%	3.14	4	12.50%	7.66
Senior Civil Engineer III	\$77.04																		
Senior Civil Engineer IV	\$86.00							16	14.29%	12.29				6	5.13%	4.41			
Senior Communications Coord	\$61.40																		
Senior Transportation Planner	\$85.81																		
Transportation Planner III	\$55.33																		
Transportation Planner IV	\$71.27																		
<b>TOTALS</b>		240	100%	\$44.30	68	100%	\$43.37	112	100%	\$52.80	36	100%	\$73.62	117	100%	\$68.88	32	100%	\$82.91



Accurate Group, Inc.  
101 Schelter Rd., Suite B200 | Lincolnshire, IL 60069  
847.613.1100 | www.accgi.com

**Preliminary and Design Engineering Services  
Du Page County  
Army Trail Road and Munger Road Project**

**SCOPE of Survey Work**

Topographic survey at the Army Trail Road and Munger Road intersection marked in attached exhibit.

**Topographic Survey** – The survey will be used as a base map for preliminary design purposes. The survey limits along Army Trail Rd. from 1,000' east and 1,000' west from Centerline of Army Trail Rd., including the entire intersections of Old Forge Rd./Army Trail Rd. and Grove Pl./Army Trail Rd.; and Munger Rd. Also at Munger Road 1,000' North and 1,100' south from centerline as marked in Exhibit.

- Establish Horizontal & Vertical Control, Tie to State Plane Coordinates
- Alignment and ties
- Topographic survey of Army Trail Road 2,000', 20' outside of existing ROW
- Topographic Survey of Munger Road 2,100', 20' outside of existing ROW
- Shoot tree line
- Cross sections every 50' along the project limits. Cross sections will also be done at crossroads, driveway entrances.
- All underground utilities identifying size, type, rim, invert elevations, material and condition.
- All overhead utility lines and pole locations shall be recorded with the ownership
- QA survey
- ROW investigation includes, adjacent properties title searches, boundary survey
- Office contouring of field data and one foot contour intervals.

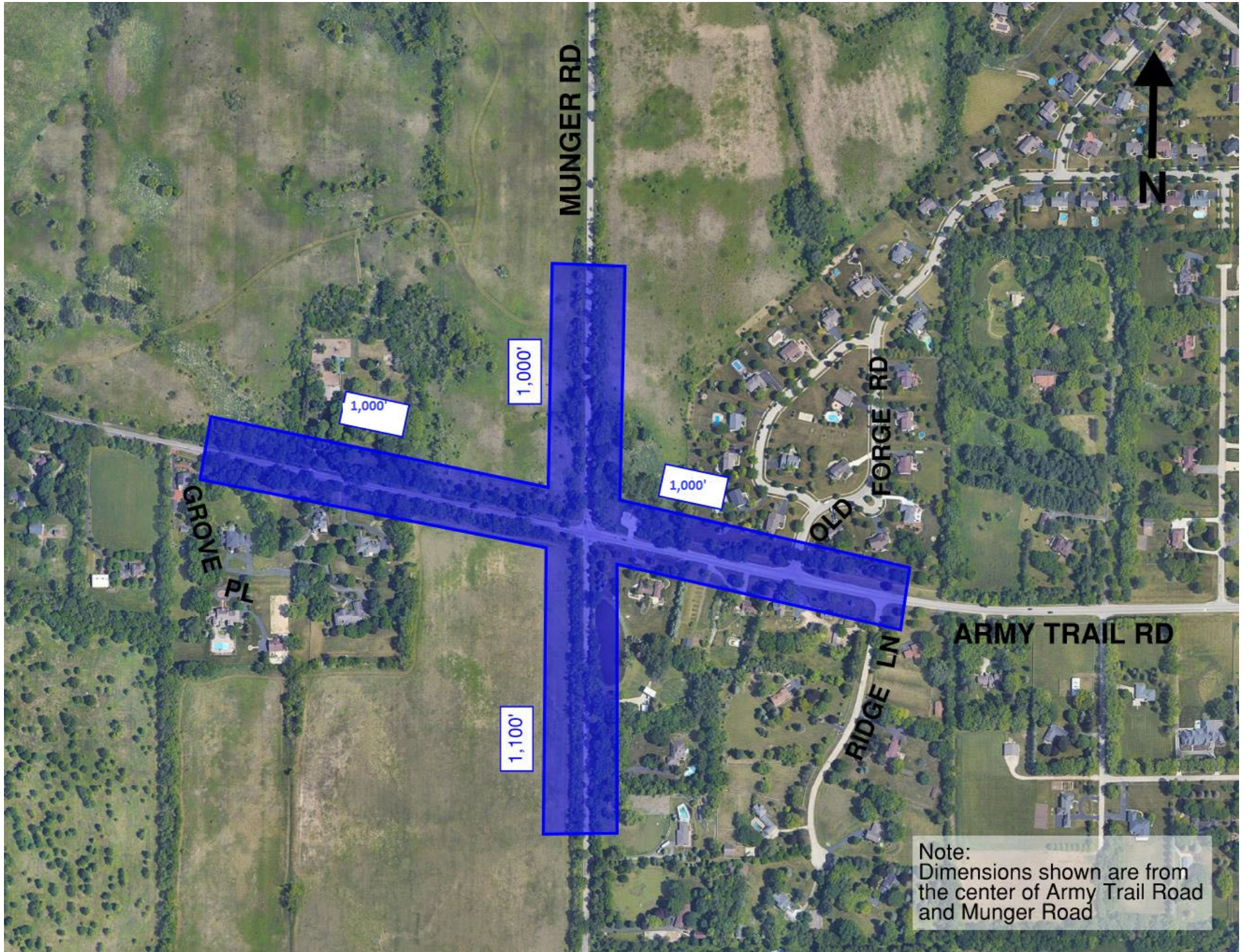
*Deliverables:*

Base files in Microstation format meeting IDOT CAD Standards  
Field Books

Not included: Soil boring location survey, Boundary Survey

**Administration** – Prepare monthly progress reports, invoicing, and attend meetings, as necessary.





**DuPage County Division of Transportation**  
**Army Trail Rd. at Munger Rd.**  
**Accurate Group, Inc. Work Hours**

<u>ADA Survey</u>	<u>Man Hours</u>
Set Horizontal Control Tie to State Plane Coordinates (1 day, 2 persons, 8 hrs/day, 1 day, 4 hours/day - Survey Chief)	20
Set Vertical Control Tie to NAVD88 (1 day, 2 persons, 8 hrs/day, 1 day)	16
Topographic Survey along Army Trail Road: 2,000', 20' outside of Exist. ROW (1 day, 2 persons, 8 hrs/day, 1 day)	16
Topographic Survey along Munger Road: 2,100', 20' outside of Exist. ROW (1 day, 2 persons, 8 hrs/day, 1 day)	16
Cross Section at 50' intervals ROW to ROW along Army Trail Rd. and Munger Rd. (1.5 days, 2 persons, 8 hrs/day, 1 day)	24
Utility Survey & Invert Elevations (1 day, 2 persons, 8 hrs/day, 1 day)	16
ROW Survey, expose Property Lines (2 days, 2 persons, 8 hrs/day, 1 day, 8 hours/day - Survey Chief)	40
Shoot tree line (1 day, 2 persons, 8 hrs/day)	16
QA Survey (1 day, 4 hours/day - Survey Chief)	4
Process Survey data and submit in Microstation (1.5 days, 8 hours/day - Survey Chief)	12
Subtotal	180
Administration (3%)	6
<b>Total</b>	<b>186</b>





**Payroll Escalation Table**  
**Fixed Raises**  
**DLM 2.80**

FIRM NAME Accurate Group, Inc.  
PRIME/SUPPLEMENT Prime

DATE 01/31/24  
PTB NO. DuPage County

CONTRACT TERM 18 MONTHS  
START DATE 3/1/2024  
RAISE DATE 2/1/2025

OVERHEAD RATE 89.88%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

3/1/2024 - 2/1/2025	2/2/2025 - 9/1/2025			
11 18	7 18			
= 61.11%	= 40.06%			
= 1.0117				
<b>The total escalation for this project would be:</b>		<b>1.17%</b>		





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

Firm	Accurate Group, Inc.
Route	Army Trail and Munger Rd
Section	
County	DuPage County
Job No.	
PTB & Item	DuPage County

Date	01/31/24
Overhead Rate	89.88%
Complexity Factor	0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Survey	180	9,357.71	26,201.60	617.50		26,819.10	26,819.10	95.80%
Administration	6	420.00	1,176.00			1,176.00	1,176.00	4.20%
<b>TOTALS</b>	186	9,777.71	27,377.60	617.50	0.00	27,995.10	27,995.10	100.00%





**Average Hourly Project Rates**

Route Army Trail and Munger Rd  
 Section \_\_\_\_\_  
 County DuPage County  
 Job No. \_\_\_\_\_  
 PTB/Item DuPage County

Consultant Accurate Group, Inc.

Date 01/31/24

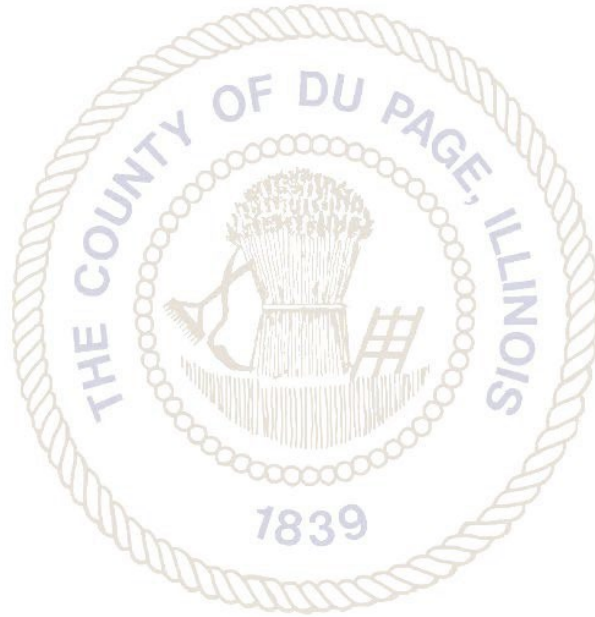
Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Survey			Administration											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Project Manager, PE	\$70.00	6	3.23%	2.26				6	100.00%	70.00									
Surveyor V, PLS	\$67.02	28	15.05%	10.09	28	15.56%	10.43												
Surveyor V	\$56.55	76	40.86%	23.11	76	42.22%	23.88												
Surveyor III	\$41.88	76	40.86%	17.11	76	42.22%	17.68												
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<b>TOTALS</b>		186	100%	\$52.57	180	100%	\$51.99	6	100%	\$70.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

**EXHIBIT B**

**DELIVERABLES**

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**EXHIBIT C**

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

**CONSULTANT: HDR Engineering, Inc.**

**PROJECT: Army Trail Road at Munger Road Intersection Improvements**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
CADD Technician II	43.00	51.00	
CADD Technician III	48.00	56.00	
Civil Engineer I	32.00	42.00	
Civil Engineer II	41.00	56.00	
Civil Engineer III	52.00	61.00	
Clerical II	25.00	37.00	
Clerical III	34.00	43.00	
Clerical IV	43.00	55.00	
Clerical V	55.00	69.00	
Communications Coordinator I	30.00	37.00	
Communications Coordinator II	37.00	55.00	
Construction Manager	86.00	86.00	
Electrical Engineer	48.00	62.00	
Environmental Scientist I	27.00	34.00	
Environmental Scientist II	32.00	41.00	
Environmental Scientist III	41.00	55.00	
Landscape Architect	53.00	69.00	
Principal	86.00	86.00	
Project Manager	56.00	86.00	
Realty Specialist II	46.00	56.00	
Realty Specialist III	56.00	65.00	
Realty Technician I	32.00	37.00	
Senior Civil Engineer I	60.00	71.00	
Senior Civil Engineer II	62.00	80.00	
Senior Civil Engineer III	76.00	86.00	
Senior Civil Engineer IV	79.00	86.00	
Senior Communications Coordinator	55.00	71.00	
Senior Electrical Engineer	62.00	86.00	
Senior Environmental Scientist	55.00	71.00	
Senior Geologist	79.00	86.00	
Senior Graphic Designer	39.00	45.00	
Senior Landscape Architect	69.00	86.00	
Senior Structural Engineer II	75.00	86.00	
Senior Structural Engineer III	80.00	86.00	
Senior Structural Engineer IV	86.00	86.00	

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Senior Transportation Planner	82.00	86.00	
Structural Engineer I	36.00	46.00	
Structural Engineer II	40.00	50.00	
Structural Engineer III	50.00	65.00	
Structural Engineer IV	63.00	80.00	
Structural Technician IV	65.00	75.00	
Transportation Planner I	35.00	45.00	
Transportation Planner II	45.00	55.00	
Transportation Planner III	51.00	69.00	
Transportation Planner IV	61.00	86.00	



Note: Maximum rate shall not ex

**Signature on File**

Signature of Authorized Agent  
for CONSULTANT:

Signature \_\_\_\_\_

Thomas M. Hein

Print Name \_\_\_\_\_

Date: 12-07-2023

Approved By COUNTY:

**Signature on File**

Yifang Lu, Chief Highway Engineer

Date: 1/5/2024

**EXHIBIT C**

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

**CONSULTANT:** Accurate Group, Inc.

**PROJECT:** Army Trail Rd. at Munger Rd.

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal/Project Manager	\$86.00	\$86.00	
Project Manager, PE	\$70.00	\$86.00	
Engineer VI	\$79.00	\$86.00	
Engineer V	\$64.00	\$79.00	
Engineer IV	\$53.00	\$64.00	
Engineer III	\$46.00	\$53.00	
Engineer II	\$40.00	\$46.00	
Engineer I	\$33.00	\$40.00	
Surveyor V, PLS	\$64.00	\$74.00	
Surveyor V	\$54.00	\$63.00	
Surveyor IV	\$46.00	\$54.00	
Surveyor III	\$40.00	\$46.00	
Surveyor II	\$34.00	\$40.00	
Surveyor I	\$26.00	\$34.00	
CADD Technician III	\$45.00	\$52.00	
CADD Technician II	\$39.00	\$45.00	
CADD Technician I	\$30.00	\$39.00	

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

Signature of Authorized Agent  
for CONSULTANT:

**Signature on File**  
Signature 

Date: 11/30/2023

Syed Hussaini  
Print Name

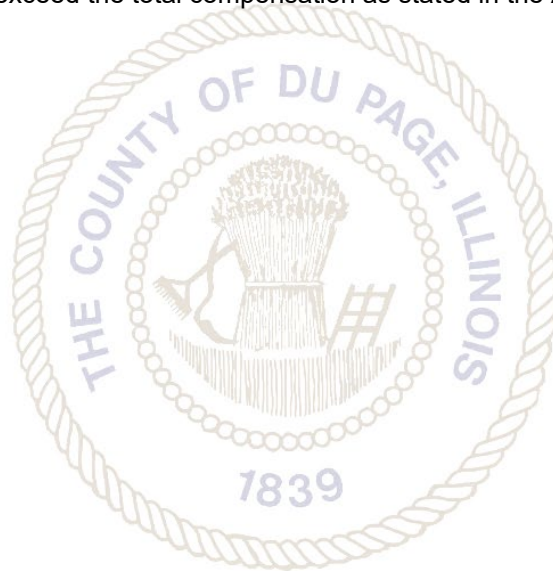
Approved By COUNTY:

**Signature on File**  
Yifang Lu, Chief Highway Engineer

Date: 2/8/2024

### Exhibit C Notes

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





**EXHIBIT D**

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

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

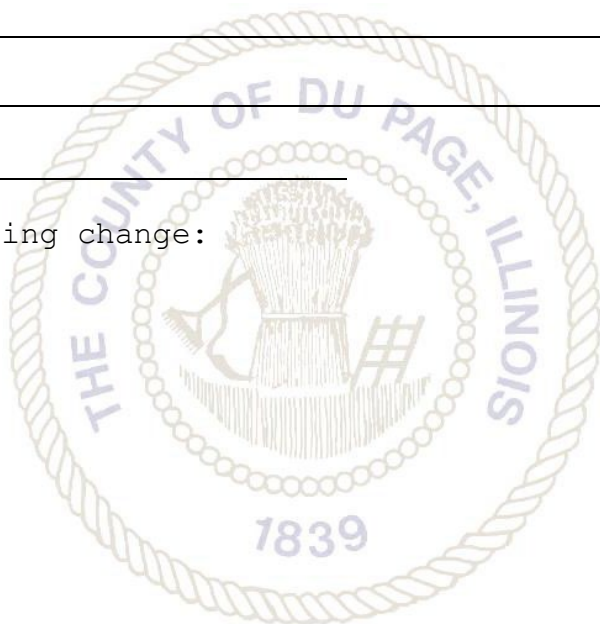
Section No. \_\_\_\_\_.

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

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

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

Reason for requesting change:



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

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



**Direct Costs Check Sheet**

Prime Consultant Name	PTB Number	State Job Number(s)
HDR Engineering, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>12/22/23</u>

Consultant  
 HDR Engineering, Inc.

Item	Allowable	Utilize <small>W.O. Only</small>	Quantity <small>J.S. Only</small>	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>	640	\$0.66	\$419.20
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>	100	\$1.00	\$100.00
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"/>	200	\$1.00	\$200.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>	2	\$200.00	\$400.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Printing 8.5x11	Actual Cost	<input type="checkbox"/>	1	\$100.00	\$100.00
Printing 11x17	Actual Cost	<input type="checkbox"/>	1	\$500.00	\$500.00
Miovision	Actual Cost	<input type="checkbox"/>	1	\$2,120.00	\$2,120.00
Streetlight Data	Actual Cost	<input type="checkbox"/>	1	\$6,000.00	\$6,000.00
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$9,839.20

\*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)
HDR Engineering, Inc.		DUPAGE COUNTY
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>01/23/24</u>

Consultant  
 Accurate Group, 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 type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>	9.5	\$65.00	\$617.50
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
				Total Direct Cost	\$617.50

\*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