



DU PAGE COUNTY

Transportation Committee

Regular Meeting Agenda

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

Tuesday, October 21, 2025

10:00 AM

Room 3500B

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CHAIR'S REMARKS - CHAIR OZOG**
4. **PUBLIC COMMENT**
5. **APPROVAL OF MINUTES**

5.A. [25-2523](#)

DuPage County Transportation Committee Meeting-Tuesday October 7, 2025.

6. **PROCUREMENT REQUISITIONS**

6.A. [25-2500](#)

Recommendation for the approval of an agreement to Leech Tishman Fuscaldo & Lampl, LLC, to provide Professional Legal Services to negotiate Highway Authority Benefit Agreement Applications, as needed for the Division of Transportation, for the period December 1, 2025 through November 30, 2027, for an agreement total not to exceed \$30,000. Appointed as a Special Assistant State's Attorney by the DuPage County State's Attorney pursuant to DuPage County Procurement Ordinance 2-356. (County to be reimbursed 100% of incurred fees.)

6.B. [25-2499](#)

Recommendation for the approval of an agreement to Leech Tishman Fuscaldo & Lampl, LLC, to provide Professional Legal Services to assist with environmental issues, as needed for the Division of Transportation, for the period December 1, 2025 through November 30, 2027, for an agreement total not to exceed \$30,000. Appointed as a Special Assistant State's Attorney by the DuPage County State's Attorney pursuant to DuPage County Procurement Ordinance 2-356.

6.C. [DT-P-0049-25](#)

Recommendation for the approval of a contract issued to Mathewson Right-of-Way Company, for Professional Right-of-Way Negotiation Services, as needed for the Division of Transportation, for a contract not to exceed \$200,000. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

6.D. [DT-P-0050-25](#)

Recommendation for the approval of a contract to Ciorba Group, Inc., for Professional Phase I Preliminary Engineering Services for improvements along CH 4/Bloomington Road Bridge Improvements over Chicago Central & Pacific Railroad, Section 22-00184-12-BR, for a contract total not to exceed \$308,511. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

7. CHANGE ORDERS7.A. [25-2492](#)

BLA, Inc. PO # 5752-1-SERV, Extend contract to October 31, 2026. No change in contract encumbrance.

7.B. [25-2493](#)

HR Green, Inc. PO # 5638-1-SERV, Extend contract to October 31, 2026. No change in contract encumbrance.

7.C. [25-2494](#)

HW Lochner, Inc. PO # 3595-1-SERV, Extend contract to October 31, 2026. No change in contract encumbrance.

7.D. [25-2495](#)

HW Lochner, Inc. PO #5277-1-SERV, Extend contract to October 31, 2026. No change in contract encumbrance.

7.E. [25-2496](#)

Knight E/A, Inc. PO # 5805-1-SERV, Extend contract to May 31, 2027. No change in contract encumbrance.

7.F. [25-2497](#)

Rush Truck Centers of Illinois, Inc. PO # 5896-1-SERV, Extend contract to November 30, 2026. No change in contract encumbrance.

7.G. [25-2498](#)

STV, Incorporated, PO # 5751-1-SERV, Extend contract to October 31, 2026. No change in contract encumbrance.

7.H. [25-2489](#)

DT-P-0003B-24 - Amendment to DT-P-0003A-24, which increased the contract amount issued to Alfred Benesch by \$138,568; due to a scrivener's error the increase should have read \$138,658, making the new contract amount \$1,001,997, an increase of 16.06%.

8. INTERGOVERNMENTAL AGREEMENTS**8.A. [DT-R-0033-25](#)**

Intergovernmental Agreement Between the County of DuPage and Downers Grove Township Road District, for the Downers Grove Township 2025 Road Maintenance Program, Section 25-03128-01-RS (No County cost).

9. OLD BUSINESS**10. NEW BUSINESS****11. ADJOURNMENT**



Minutes

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

File #: 25-2523

Agenda Date: 10/21/2025

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, October 7, 2025

10:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT	Covert, Evans, Ozog, Tornatore, and Zay
LATE	Garcia

3. CHAIR'S REMARKS - CHAIR OZOG

Chair Ozog welcomed Chris Rose from Pace to the meeting, as well as all other visitors.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-2250](#)

DuPage County Transportation Committee Meeting-Tuesday September 16, 2025.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

6. BUDGET TRANSFERS

6.A. [25-2323](#)

Budget Transfer of \$1,100,000 from 1500-3500-54020 (Building Construction), to 1500-3510-50000 (Regular Salaries), funds needed for union contract adjustments.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

6.B. [25-2249](#)

Budget Transfer of \$1,000,000 from 1500-3500-54199 (Capital Contingency) to 1500-3500-54040 (Construction Engineering Services), funds needed to pay for seven various engineering contracts in FY25 that were expected to be completed during FY24.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

6.C. [25-2322](#)

Budget Transfer of \$25,000 from 1500-3510-50099 (New Program Requests-Personnel), to 1500-3510-50050 (Temporary Salaries), funds needed to hire two (2) seasonal snow plow truck drivers.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

6.D. [25-2373](#)

Budget Transfer of \$500,000 from 6000-3600-54040 (Construction Engineering Services) to 6000-3600-53830 (Other Contractual Expenses), funds needed for the re-designation of funds per Transportation Resolution DT-R-0028-25; for the programs in Hinsdale Lake Terrace neighborhood.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

7. ACTION ITEMS

7.A. [25-2343](#)

Request for Approval of Payment for the Annual Membership Fee to JULIE, Inc., per Resolution DT-R-0679-16 approved by County Board on November 22, 2016, for locating services for the Division of Transportation, from January 1, 2026 through December 31, 2026; for an estimated County cost of \$18,000.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

8. PROCUREMENT REQUISITIONS**8.A. [25-2283](#)**

Recommendation for the approval of a purchase order to Zips Car Wash, LLC d/b/a Jet Brite Car Wash, to provide unlimited car washes, including undercarriage wash and rust inhibitor, as needed for the DuPage County fleet of vehicles, for the period of November 8, 2025 through October 31, 2026, for a contact total not to exceed \$15,000; per renewal of bid #23-117-DOT.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

8.B. [DT-P-0047-25](#)

Recommendation for the approval of a contract to K-Tech Specialty Coatings, Inc., to furnish and deliver de-icing liquids, as needed for the Division of Transportation, for the period of November 1, 2025 through October 31, 2026, for a contract total not to exceed \$120,000. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - sole authorized distributor)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

8.C. [DT-P-0048-25](#)

Recommendation for the approval of a contract to Genuine Parts Company, d/b/a NAPA Auto Parts, to furnish and install four light duty vehicle lifts, for the Division of Transportation, for the period of October 14, 2025 through October 13, 2026, for a contract total not to exceed \$144,750. Contract pursuant to the Intergovernmental Cooperation Act (NJPA/ Sourcewell contract #100124-GPC).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

9. CHANGE ORDERS**9.A. [25-2327](#)**

V3 Companies, LTD - PO #6567-1-SERV - Cancel contract to provide professional construction engineering services for Bloomingdale Road Bridge over Chicago Central & Pacific Railroad, per resolution DT-R-0023-25 which rescinds the agreement due to design delays.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

9.B. [25-2345](#)

HBK Engineering, LLC PO # 5511-1-SERV-Decrease remaining encumbrance and close contract for professional surveying, underground locating & marking services, section 21-PULMS-03-MS, contract expired on November 30, 2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

9.C. [25-2346](#)

Stanley Consultants, Inc. PO #5214-1-SERV-Decrease remaining encumbrance and close contract to provide professional Phase II Construction Engineering services, section 21-CENGR-09-EG, contract expired on June 30, 2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

10. AMENDING RESOLUTIONS10.A. [25-2344](#)

DT-R-0013A-25 – Amendment to Resolution DT-R-0013-25, issued to SKC Construction, Inc., for the 2025 Pavement Preservation/Crack Sealing Program, Section 25-CRKS-09-GM, to increase the funding in the amount of \$6,827.12, resulting in an amended contract total amount of \$36,827.12.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

11. INFORMATIONAL11.A. [25-2370](#)

Per DT-R-0306C-22 vehicle replacement purchase order for the Division of Transportation Highway Maintenance Department, has been issued through Karl Automotive Group, in the amount of \$67,911.35.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

11.B. [25-2439](#)

Highway Maintenance Facility Updates

Director Travia gave an update on the new DOT Maintenance Facility.

Member Garcia joined the meeting at 10:15 AM.

12. OLD BUSINESS

No old business was discussed.

13. NEW BUSINESS

No new business was discussed.

14. ADJOURNMENT

With no further business, the meeting was adjourned at 10:30 AM.



Transportation Requisition under \$30,000

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

File #: 25-2500

Agenda Date: 10/21/2025

Agenda #: 6.A.

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

HBC
JSC

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

10/06/2025

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

DATE

FUND			AGENCY			VENDOR NUMBER			EXPIRATION DATE			LAST INVOICE DATE			FOB		
						32242			11/30/2027			11/30/2028			Wheaton, IL		
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT						UNIT PRICE	EXTENSION				
FY26 LN1-1500-3500-53030						Professional Legal Services to Negotiate Highway Authority							15,000.00				
FY27 LN2-1500-3500-53030						Benefit Agreement Applications, upon request for the Division of							15,000.00				
						Transportation.											
												TOTAL	\$30,000.00				

REMIT TO:

Leech Tishman Fuscaldo & Lampl, LLC - Attn: Jennifer Pohlenz 2215 York Road, Suite 310, Oak Brook, IL 60532

COMMITTEE APPROVAL	DATE
Transportation	10/21/25
County Board	10/28/25

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

***DOT-LTFL-HABA APPS (PREPAID) ***

Signature on file

DEPARTMENT APPROVAL

DATE

FORM PR770 REV. 1193



ROBERT B. BERLIN
STATE'S ATTORNEY
DU PAGE COUNTY, ILLINOIS

July 11, 2023

Jennifer Pohlenz
LEECHTISHMAN
LEECH TISHMAN FUSCALDO & LAMPL, LLC
600 W. Jackson Blvd, Suite 100
Chicago, IL 60661

Re: **Appointment as an Assistant State's Attorney**

Dear Ms. Pohlenz:

This letter updates the terms of your previous appointment as a Special Assistant State's Attorney for the special and limited purpose of consulting and reviewing environmental legal issues for the DuPage County Division of Transportation.

The hourly rate for Special Assistant State's Attorney's has increased to \$200 for services, and the attached Outside Counsel Billing and Case Progress Procedure has been updated to reflect that rate. Beginning 12/1/23 the new rate of \$200 should be used. Payment of fees will be paid for and processed through the DuPage County Division of Transportation. To confirm this agreement, please sign a copy of this letter and return to my office in care of Barbara Q. Reynolds, Deputy Chief of the Civil Bureau.

Please contact Ms. Reynolds for any further information you may need. Ms. Reynolds will serve as your contact within my office. She may be reached at (630) 407-8272. I also would ask that you keep her advised of all matters pertaining to your representation of DuPage County.

Sincerely,

Signature on file

Robert B. Berlin
DuPage County State's Attorney

Signature on file

Agreed:

Jennifer Pohlenz

te: July 12, 2023

ROBERT BERLIN
DuPAGE COUNTY STATE'S ATTORNEY

OUTSIDE COUNSEL BILLING PROCEDURES

1. The office of the DuPage County State's Attorney is supported by public funds. Likewise, payment for outside services including those of special assistant state's attorneys is funded by tax dollars appropriated by the DuPage County Board. It is the policy of the DuPage County State's Attorney to insure that during the term of this appointment, special assistant state's attorneys will not continue with nor accept cases on matters in which he/she represents a plaintiff(s) and the County of DuPage or County officials are actual or potential defendants. Exceptions to this policy are only made under circumstances wherein the County's or the Official's interests are nominal, or where such matters or cases seek no affirmative relief against such defendants.
2. Billing for your services should be done on a monthly basis. All bills will be reviewed and approved by a Civil Bureau Supervisor.
3. The hourly rate shall not exceed the rate of \$200 for services.
4. Billed time should be shown in **1/10 hour** increments.
5. Expenses and time charges should be shown separately. In this regard, it is the policy of the office to reject expenses and/or charges for the following:
 - a. Car rentals or taxi fares for traveling;
 - b. Separate word processing or secretarial charges;
 - c. Fax services;
 - d. Personal delivery services;
 - e. U.S. Mail and postage services;
 - f. Internal Photocopy charges;
 - g. Multiple attorney attendance in court or depositions;
 - h. Charging separately for each attorney's time at intra-office meetings; and
 - i. Charging for attorney's time in responding to Auditor's letters of inquiry.

Exception to the foregoing can be made, but only in extraordinary circumstances and with the prior approval or request of the State's Attorney's Office.

6. Billing statements should include identification of matters worked on, the dates that services were rendered and identification of attorneys who rendered such services. A description of the services rendered is required for each date entry.
7. All statements should be sent to Barbara Q. Reynolds, Deputy Chief Civil Bureau, for processing. A **voucher must accompany each statement and must only show the current charges.**



Transportation Requisition under \$30,000

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

File #: 25-2499

Agenda Date: 10/21/2025

Agenda #: 6.B.

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

28
hbo

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY DuPage County Division of Transportation	SHIP TO ADDRESS Same	RESOLUTION NUMBER
	NAME 421 N. County Farm Road	NAME	
10/06/2025	ADDRESS Wheaton, IL 60187	ADDRESS	
DATE	CITY, STATE, ZIP	CITY, STATE, ZIP	

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
						32242		11/30/2027		11/30/2028		Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT					UNIT PRICE	EXTENSION	
FY26 LN1-1500-3500-53030						Professional Legal Services to assist with miscellaneous						15,000.00	
FY27 LN2-1500-3500-53030						environmental issues, upon request for the Division of Transportation.						15,000.00	
											TOTAL	\$30,000.00	

REMIT TO:

Leech Tishman Fuscaldo & Lampl, LLC - Attn: Jennifer Pohlenz 2215 York Road, Suite 310, Oak Brook, IL 60532

COMMITTEE APPROVAL	DATE	DOT TO ISSUE FORMAL NOTICE TO PROCEED <b style="color: red;">DO NOT SEND PO HEADER COMMENTS ***DOT-LTFL-ENVIRONMENTAL (MISC) ***	Signature on file 10/7/25 DATE
Transportation	10/21/25		
County Board	10/28/25		

FORM PR770 REV. 1193



ROBERT B. BERLIN
STATE'S ATTORNEY
DU PAGE COUNTY, ILLINOIS

July 11, 2023

Jennifer Pohlenz
LEECHTISHMAN
LEECH TISHMAN FUSCALDO & LAMPL, LLC
600 W. Jackson Blvd, Suite 100
Chicago, IL 60661

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Please contact Ms. Reynolds for any further information you may need. Ms. Reynolds will serve as your contact within my office. She may be reached at (630) 407-8272. I also would ask that you keep her advised of all matters pertaining to your representation of DuPage County.

Sincerely,

Signature on file

Robert B. Berlin
DuPage County State's Attorney

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Agreed:

Jennifer Pohlenz

te: July 12, 2023

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2. Billing for your services should be done on a monthly basis. All bills will be reviewed and approved by a Civil Bureau Supervisor.
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 - a. Car rentals or taxi fares for traveling;
 - b. Separate word processing or secretarial charges;
 - c. Fax services;
 - d. Personal delivery services;
 - e. U.S. Mail and postage services;
 - f. Internal Photocopy charges;
 - g. Multiple attorney attendance in court or depositions;
 - h. Charging separately for each attorney's time at intra-office meetings; and
 - i. Charging for attorney's time in responding to Auditor's letters of inquiry.

Exception to the foregoing can be made, but only in extraordinary circumstances and with the prior approval or request of the State's Attorney's Office.

6. Billing statements should include identification of matters worked on, the dates that services were rendered and identification of attorneys who rendered such services. A description of the services rendered is required for each date entry.
7. All statements should be sent to Barbara Q. Reynolds, Deputy Chief Civil Bureau, for processing. A **voucher must accompany each statement and must only show the current charges.**



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0049-25

Agenda Date: 10/21/2025

Agenda #: 6.C.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND MATHEWSON RIGHT-OF-WAY COMPANY FOR
VARIOUS PROFESSIONAL RIGHT-OF-WAY NEGOTIATION SERVICES
SECTION NO. 25-RWACQ-03-EG AS NEEDED
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL AMOUNT \$200,000.00)

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

WHEREAS, the COUNTY requires Professional Right-of-Way Negotiation Services, as needed for the Division of Transportation; and

WHEREAS, Mathewson Right-of-Way Company (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such professional right-of-way negotiation services, and is willing to perform the required services for an amount not to exceed \$200,000.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Mathewson Right-of-Way Company be hereby accepted and approved for a contract total amount of \$200,000.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Mathewson Right-of-Way Company, 2024 Hickory Road, Suite 205, Homewood, Illinois 60430, by and through the Division of Transportation.

Enacted and approved this 28th day of October, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

48
KDC
SMD
10/7/25

SECTION 1: DESCRIPTION			
General Tracking		Contract Terms	
FILE ID#: 25-2479	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$200,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 10/21/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$200,000.00
	CURRENT TERM TOTAL COST: \$200,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Mathewson Right of Way Company	VENDOR #: 11276	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephen Travia
VENDOR CONTACT: Mark Mathewson	VENDOR CONTACT PHONE: 312-676-2900	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: stephen.travia@dupagecounty.gov
VENDOR CONTACT EMAIL: mmathewson@mrowco.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Services Agreement between the County of DuPage and Mathewson Right of Way Company for various professional right of way negotiation services, Section# 25-RWACQ-03-EG.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Division of Transportation is in need of right-of-way negotiation services upon request for various projects currently in the design phase, the Division Of Transportation will need to secure right-of-way and easements from property owners along County highways. In order to negotiate the purchase of right-of-way and/or easements, a professional negotiator is needed.			

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 3 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, relevant past work, and minority/women owned business participation. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Mathewson Right of Way Company is qualified and has the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Mathewson Right of Way Company This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Mathewson Right of Way Company is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Mathewson Right of Way Company	Vendor#: 11276	Dept: DOT Finance	Division:
Attn:	Email:	Attn: Gerald Smith	Email: DOTFinance@dupagecounty.gov
Address: 2024 Hickory Road, Suite 205	City: Homewood	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60430	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 28, 2025	Contract End Date (PO25): Oct 31, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT-25-RWACQ-03-EG FY26	FY26	1500	3500	53090		50,000.00	50,000.00
2	1	EA		DOT-25-RWACQ-03-EG FY27	FY27	1500	3500	53090		100,000.00	100,000.00
3	1	EA		DOT-25-RWACQ-03-EG FY28	FY28	1500	3500	53090		50,000.00	50,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 200,000.00

Comments

HEADER COMMENTS	Provide comments for P020 and P025. Professional Services Agreement between the County of DuPage and Mathewson Right of Way Company for various professional right of way negotiation services, Section# 25-RWACQ-03-EG.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Do not send copy of PO to vendor. DOT will send NTP.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Send copy of PO to DOTFinance@dupagecounty.gov and Joan.McAvoy@dupagecounty.gov Last invoice date 10/31/28
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE
and MATHEWSON RIGHT OF WAY COMPANY
for VARIOUS PROFESSIONAL RIGHT-OF-WAY NEGOTIATION SERVICES
SECTION NO. 25-RWACQ-03-EG

This professional services agreement (hereinafter referred to as the "AGREEMENT"), made this _____ day of _____, 2025, between the County of DuPage, a body corporate and politic with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as "COUNTY") and Mathewson Right OF Way Company, licensed to do business in the State of Illinois, with offices located at 2024 Hickory Road, Suite 205, Homewood, Illinois 60430; (hereinafter referred to as "CONSULTANT"). The COUNTY and CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional right-of-way negotiation services, for various county highway projects upon request (hereinafter referred to as "WORK ORDERS"), Section No. 25-RWACQ-03-EG; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional right-of-way negotiation services and is willing to perform the required services for an amount not to exceed \$200,000.00; and

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

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

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 and Fee Schedules attached as Exhibit A which are incorporated herein by reference. The CONSULTANT shall complete all tasks set forth in said exhibit, on an as needed basis as approved WORK ORDER(s), with a not to exceed amount for each Work Order, for the total compensation set forth in Section 7.0 below, unless otherwise modified.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the WORK ORDER(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved WORK ORDER(s). 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 and/or an amendment to the originally approved WORK ORDER or issuance of a new WORK ORDER to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 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 regarding 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 in the form of a written Notice to Proceed following execution of the AGREEMENT by the DuPage County Board Chair.
- 3.2 WORK ORDER(s) will be given authorization to proceed, after agreement on scope of work, including various tasks described in Exhibit A, and cost, by the Director of Transportation (hereinafter referred to as the "Director"), or representatives of the Division of Transportation.
- 3.3 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A attached hereto.
- 3.4 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work under the terms of this AGREEMENT.
- 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 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the WORK ORDER(s).

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services after the COUNTY issues its written Notice to Proceed for any WORK ORDER(s). 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 each WORK ORDER within ten (10) days of the written approval for the WORK ORDER. The schedule is subject to approval by the COUNTY. All the services required hereunder shall be completed by contract end date of October 31, 2027 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in the approved WORK ORDER(s).

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 \$200,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay the CONSULTANT per the fee schedule attached hereto as part of Exhibit A and incorporated herein by reference based on approved WORK ORDER(s). The Fee Schedule includes the cost of overhead, profit and incidental costs including direct expenses.
- 7.4 Direct costs are expenses 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 Exhibit A Fee Schedule made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www2.illinois.gov/idol/> or calling 312-793-2800. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure 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. Separate invoices shall be submitted for each approved Work Order and 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 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 by approved Work Order(s), or as otherwise agreed to by the COUNTY and the CONSULTANT 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 two million dollars (\$2,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

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

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

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance

requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraph 8.1.c and 8.1.e 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.d licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected

with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer 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 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 5/5-101, *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.dupagecounty.gov/>).

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on October 31, 2027 or to a new date agreed upon by the parties, or

- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before October 31, 2027.

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 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:

Mathewson Right of Way Company

2024 Hickory Road, Suite 205

Homewood, IL 60430

ATTN: Mark Mathewson

President

Phone: 312.676.2900

Email: mmathewson@mrowco.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Stephen M. Travia, P.E.
Director of Transportation

Phone: 630.407.6900

Email: Stephen.travis@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, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

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 Failure by the CONSULTANT to properly staff the WORK ORDER(s) with qualified personnel shall be enough cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.3 The CONSULTANT shall require any sub-consultant(s) utilized for the WORK ORDER(s) 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 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the WORK ORDER(s).

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

DuPAGE COUNTY

Deborah A. Conroy, Chair
DuPage County Board

ATTEST BY:

Jean Kaczmarek
County Clerk

MATHEWSON RIGHT OF WAY COMPANY

Signature on file

Mark Mathewson
President

ATTEST BY:

Signature on file

signature

Katherine D. Mathewson
Print Name

October 2, 2025
Date

SCOPE OF SERVICES & FEE SCHEDULE

Mathewson Right of Way Company (MROWCO) shall perform all necessary services to negotiate and acquire the right-of-way required for the construction of the various projects (PROJECT) assigned by the DuPage County Division of Transportation. All such services shall be performed in accordance with the Illinois Department of Transportation (IDOT) Land Acquisition Policies and Procedures Manual (MANUAL) and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (ACT), as well as any policies or procedures of DuPage.

TECHNICAL APPROACH TO THE WORK

MROWCO will act as the Land Acquisition Agent to complete the land negotiation and acquisition services. MROWCO will review the highway construction plans with DuPage to understand the nature and purpose of the assigned Project.

MROWCO agrees to perform the services as set forth herein as well as furnish and deliver to DuPage all necessary documents, including recorded conveyance documents and other forms and documents required by DuPage to evidence the acquisition of the right-of-way or, in the alternative, the information necessary for DuPage to undertake eminent domain proceedings in order to acquire the right-of-way. More specifically, MROWCO will provide the following services:

Negotiation in order to facilitate the acquisition of the right of way parcels. If negotiations fail or are terminated for any other reason (e.g., missing property owner or title exceptions which cannot be removed), MROWCO shall make a recommendation to DuPage to acquire the right-of-way by means of eminent domain proceedings.

MROWCO will utilize DuPage or IDOT document templates to prepare the deeds, easements, releases, affidavits, receipts, and all other documents necessary to clear title and properly acquire the needed parcels in accordance with the acquisition policies and procedures of DuPage and IDOT.

Testimony in court by negotiator as a witness on behalf of DuPage during eminent domain trials to detail the negotiation process and communications with the property owner concerning the right-of-way.

MROWCO will provide DuPage with status reports on the negotiation process on a parcel-by-parcel basis on as requested by DuPage.

Submission of all necessary documentation in order to obtain certification of the right-of-way acquisition process by IDOT, as required.

Commencement and Completion Dates of Negotiation Activities

Unless otherwise instructed, MROWCO will commence negotiation activities on a parcel within ten (10) business days after the title commitment(s), plat of highways, legal description(s), appraisal(s), and review appraisal(s), if any, have been approved by DuPage and IDOT and DuPage has issued a Notice to Proceed and provided same to MROWCO. Furthermore, MROWCO shall use all reasonable efforts to complete all negotiation and acquisition activities on or before the deadline established by DuPage and IDOT to meet the letting schedule for each assigned Project.

Negotiation and Acquisition Services

All negotiations and acquisition services shall be provided by MROWCO in accordance with Chapters 3 and 4 of the Manual and the Act and the policies of DuPage and IDOT. MROWCO will make an offer to each property owner in the amount of just compensation established by the appraisal process and approved by DuPage.

MROWCO will review the plat of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation determined by the appraisal process and to appreciate the impact to the property resulting from the Project. MROWCO will also inspect the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for DuPage. MROWCO will direct any questions to DuPage resulting from its review of the plans, plats, appraisals and title commitments so that it is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, MROWCO will prepare an introductory letter to be sent by DuPage to each property owner informing them of the Project, the need for right-of-way from their property and affirming the representation of MROWCO by DuPage.

MROWCO will also prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the offer, a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. MROWCO will contact the property owner to schedule a meeting to review the offer package and the construction plans. MROWCO will make repeated efforts to contact a property owner and will make all reasonable efforts to reach a settlement before recommending that DuPage commence condemnation proceedings. If, and only after repeated efforts to contact the property owner, MROWCO is unable to contact the property owner, MROWCO will send the offer package by certified mail so that a receipt of delivery can be established. All contacts and efforts to contact the property owner shall be documented by MROWCO. MROWCO may elect to deliver Offer Packages by FEDEX or similar overnight services rather than Certified Mail (except where statutorily required) if such delivery is preferred by the owner.

Upon receipt of a counteroffer from a property owner, MROWCO will review the counteroffer and any documentation provided by the property owner to support the counteroffer. MROWCO will forward the counteroffer to DuPage. MROWCO will provide a recommendation concerning the counteroffer including any reasons in support of the recommendation. MROWCO will consult with the assigned representative(s) of DuPage with respect to its response to the counteroffer. Upon acceptance by DuPage of any counteroffer, MROWCO will prepare the necessary documentation to be executed by DuPage to formalize the approved settlement. If any counteroffer is rejected by DuPage, MROWCO will communicate this to the property owner in writing providing the reason for the rejection of the counteroffer. Thereafter, MROWCO will immediately commence further negotiations with the property owner in a further effort to reach a settlement.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, MROWCO will immediately notify DuPage of this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by DuPage, MROWCO will cease negotiations on certain parcels until corrected information or further instruction is provided to MROWCO.

Upon successful negotiations with the property owner, MROWCO will secure signatures on all conveyance documents necessary to complete the acquisition and obtain title approval for the property. MROWCO will submit to DuPage all conveyance documents and title clearance documents it deems necessary for recordation with the County Recorder's office.

MROWCO will submit all conveyance documents and title clearance documents to the title company responsible for preparing the title commitments requesting that it issue a title policy for all permanent acquisitions.

MROWCO will submit a completed file for each parcel to DuPage with original conveyance documents, title clearance documents, the Negotiator's Log, Attorney Certification Letter, Parcel Compliance Checklist, copies of all correspondence with the property owner, title commitments, plats, and any other documentation as required by IDOT for right-of-way certification. MROWCO will also coordinate the Attorney Approval Letter with DuPage as required by IDOT. If requested to do so, MROWCO will provide an Attorney Approval Letter acceptable to IDOT for right-of-way certification of the land acquisition process. A copy of the entire file for each parcel will be given to DuPage at the completion of the job.

If MROWCO, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit to DuPage a recommendation that DuPage proceed with condemnation to acquire the right of way needed from such parcel. MROWCO will prepare and provide to DuPage a file which will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation concerning such parcel that will be required by DuPage to proceed with the filing of a condemnation lawsuit against the property owner. If MROWCO submits a parcel to DuPage with the recommendation that acquisition be completed by means of a condemnation action, MROWCO will continue to make additional efforts to acquire the parcel through settlement until the actual filing date of the petition for condemnation.

If necessary and requested by DuPage, MROWCO will assist DuPage and its respective legal counsel in any litigation necessary to acquire a right-of-way parcel through condemnation. MROWCO will cooperate in trial preparation and will provide testimony at depositions and trial as a witness on behalf of DuPage to attest to the negotiations being legally conducted in good faith and in accordance with the requirements of DuPage, IDOT, the Act and the Manual. MROWCO shall be entitled to additional compensation for any trial preparation or testimony provided by MROWCO pursuant to the fee schedule.

MROWCO will also complete and coordinate the Project Compliance Checklist required by IDOT for right-of-way certification of the land acquisition process.

MROWCO shall be entitled to the full compensation for any parcel for which negotiation and acquisition services once assigned by DuPage but not completed if a parcel is eliminated by DuPage as a result of a redesign of the construction plans or cancellation of the Project.

FEE SCHEDULE

Assignment Type of Item	Fee/Cost
Negotiation and Acquisition Services (per parcel)	\$4,000.00
Title Company Escrow Closing	\$1,500.00
Project Management (per hour)	\$350.00
Direct Expenses (actual amount)	\$10,000.00



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: 25-RWACQ-03-EG

Company Name: Mathewson Right of Way Company	Company Contact: Mark D. Mathewson
Contact Phone: Direct: (312) 676-2907; Cell: (312) 519-5458	Contact Email: mmatthewson@mrowco.com

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

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

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

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

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

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

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

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

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

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

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

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that:

Authorized Signature

Signature on file^{ts.}

Printed Name Mark D. Mathewson

Title President

Date September 18, 2025

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



File #: DT-P-0050-25

Agenda Date: 10/21/2025

Agenda #: 6.D.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE
AND CIORBA GROUP, INC.
FOR PHASE I PRELIMINARY ENGINEERING SERVICES
CH 4/BLOOMINGDALE ROAD BRIDGE IMPROVEMENTS OVER CHICAGO CENTRAL
& PACIFIC RAILROAD SECTION 22-00184-12-BR
(CONTRACT TOTAL NOT TO EXCEED \$308,511.00)

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

WHEREAS, the COUNTY requires Professional Phase I Preliminary Engineering Services for improvements along CH 4/Bloomingtondale Road Bridge Improvements over Chicago Central & Pacific Railroad, Section 22-00184-12-BR; and

WHEREAS, Ciorba Group, Inc. (hereinafter "CONSULTANT") has experience and expertise in this area and is in the business of providing such professional design engineering services, and is willing to perform the required services for an amount not to exceed \$308,511.00; and

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

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, to be completed by October 31, 2028.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Ciorba Group, Inc. be hereby accepted and approved for a contract total not to exceed \$308,511.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

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

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

Enacted and approved this 28th day of October, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SMJ
10/7/25

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2389	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$308,511.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 10/21/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$308,511.00
	CURRENT TERM TOTAL COST: \$308,511.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Ciorba Group, Inc.	VENDOR #: 11025	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephen Travia
VENDOR CONTACT: Salvatore Di Bernardo	VENDOR CONTACT PHONE: 773.775.4009	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: Stephen.Travia@dupagecounty.gov
VENDOR CONTACT EMAIL: sdibernardo@ciorba.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Services Agreement between the County of DuPage and Ciorba Group, Inc. for Phase I Preliminary Engineering Services for Bloomingdale Road Bridge Improvements over Chicago, Central & Pacific Railroad, Section# 22-00184-12-BR.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide professional preliminary engineering services for the replacement of S.N. 022-3009, Bloomingdale Road over the Chicago Central & Pacific (CC&P) Railroad. The existing structure is a four (4) lane, three span bridge located 0.7 miles south of Army Trail Road in Glendale Heights, within DuPage County. The scope of work involves a complete structure replacement and may include temporary traffic signal installations.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 19 firms qualified to perform this work. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's technical approach and understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Ciorba Group, Inc. is qualified and has the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Ciorba Group, Inc. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Ciorba Group, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Ciorba Group, Inc.	Vendor#: 11025	Dept: DOT Finance	Division:
Attn:	Email:	Attn: Gerald Smith	Email: DOTFinance@dupagecounty.gov
Address: 8725 W. Higgins Road, Suite 600	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60631	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 28, 2025	Contract End Date (PO25): Oct 31, 2028

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT-22-00184-12-BR FY25	FY25	1500	3550	54040	BLMNGDL_ CNRR BR	58,511.00	58,511.00
2	1	EA		DOT-22-00184-12-BR FY26	FY26	1500	3550	54040	BLMNGDL_ CNRR BR	100,000.00	100,000.00
3	1	EA		DOT-22-00184-12-BR FY27	FY27	1500	3550	54040	BLMNGDL_ CNRR BR	100,000.00	100,000.00
4	1	EA		DOT-22-00184-12-BR FY28	FY28	1500	3550	54040	BLMNGDL_ CNRR BR	50,000.00	50,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 308,511.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Services Agreement between the County of DuPage and Ciorba Group, Inc. for Phase I Preliminary Engineering Services for Bloomingdale Road Bridge Improvements over Chicago, Central & Pacific Railroad, Section# 22-00184-12-BR.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Send copy of PO to DOTFinance@dupagecounty.gov and Joan.McAvoy@dupagecounty.gov Last invoice date 10/31/29.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
and CIORBA GROUP, INC.
for PHASE I PRELIMINARY ENGINEERING SERVICES
CH 4/BLOOMINGDALE ROAD BRIDGE IMPROVEMENTS
OVER CHICAGO CENTRAL & PACIFIC RAILROAD
Section No. 22-00184-12-BR

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2025 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 Ciorba Group, Inc., licensed to do business in the State of Illinois, with offices at 8725 W. Higgins Road, Suite 600, Chicago, Illinois, 60631, (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional Phase I Preliminary Engineering Services for CH 4/Bloomingtondale Road Bridge Improvements over Chicago, Central and Pacific Railroad, Section #22-00184-12-BR (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional preliminary engineering services and is willing to perform the required services for an amount not to exceed \$308,511.00; and

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

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation(hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.

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

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.

- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed after the execution of the AGREEMENT. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by October 31, 2028 unless the term of this AGREEMENT is extended in conformity with Article 15 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the PROJECT by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

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

7.0 COMPENSATION

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

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$308,511.00. 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 by the CONSULTANT, the COUNTY shall pay a cost-plus fixed fee of \$ \$308,511.00 This total fee includes any and all direct labor, direct costs, overhead and the fixed fee, which are all costs the CONSULTANT will be compensated for in its performance of the work defined in Exhibit A.

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 additions or deletions to the position classification to /from the Exhibit C which will be subject to the approval by the COUNTY.

The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C and the maximum rate allowed (per Exhibit C) at the time of execution of this AGREEMENT shall not increase for the duration of this AGREEMENT.

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.

7.4 Direct costs, which are included in the total fees referenced in Article 7.3 above, are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.

7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less

than the revised rates of wages. Current wage rate information shall be obtained by visiting the website of the Illinois Department of Labor at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.6 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall 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, or as otherwise agreed to by the COUNTY and the CONSULTANT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

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

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials, and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

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

endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

8.1.e Professional Liability Insurance (Errors and Omissions)

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

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

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess

coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

9.0 INDEMNIFICATION

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

- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses, or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

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

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any

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

12.0 OWNERSHIP OF DOCUMENTS

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment

practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.

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

CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on October 31, 2028.
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before October 31, 2028.

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:

Ciorba Group, Inc.

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

ATTN: Salvatore Di Bernardo, P.E., S.E.
Chief Executive Officer & President

PHONE: 773.775-4009

EMAIL: sdibernardo@ciorba.com

DuPage County Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187

ATTN: Stephen M. Travia, P.E.
Director of Transportation

PHONE: 630.407.6900

EMAIL: stephen.travia@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 certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (c) 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, or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selectin of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

26.0 QUALIFICATIONS

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

CIORBA GROUP, INC.

Deborah A. Conroy, Chair
DuPage County Board


Duane O'Laughlin
Chief Operating Officer

ATTEST BY:

ATTEST BY:

Jean Kaczmarek
County Clerk

BY: 
Print
Name: Melissa Bentz
Title: CFO

SCOPE OF SERVICES - PRELIMINARY ENGINEERING SERVICES

CONSULTANT: Ciorba Group, Inc.
ROUTE: Bloomingdale Road over CC & P Railroad Bridge Replacement
SECTION NO.: 22-00184-22-BR
PROJECT NO.:
JOB NO.:
S.N: 022-3009 (existing)
COUNTY: DuPage
LA CONTACT: Mr. Nils Jordahl, DuPage County DOT

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

Project Understanding

The existing bridge (S.N. 022-3009) carries Bloomingdale Road (FAP 364) over the CC & P Railroad in Glendale Heights. It is currently a three span bridge carrying four lanes of traffic in an industrial area 0.7 miles south of Army Trail Road. The bridge is between the intersections of Brandon Drive to the north and Glen Pointe Drive to the south.

The bridge currently has a sufficiency rating of 40.3 that qualifies the bridge for federal funding for a bridge replacement. The County will utilize Illinois Special Bridge Program funding for construction which requires the preliminary engineering studies to follow the federal process. The County will fund preliminary and design engineering for this project. The County began preliminary engineering for this bridge replacement with another consultant, however a Phase I report will need to be developed and approved by IDOT that will identify and address safety issues, environmental and public concerns, traffic impacts, approach roadway, ROW, bridge geometry, and bridge condition items.

Scope of Services

The project approach is based on an IDOT-approved Phase I Flow Diagram which identifies project deliverables and milestones required from initial Data Collection to Design Approval. Following is a summary of items that are included in the proposed scope of services. *References to various publications, notes, and methods to be used are noted in italics.*

Meetings, Data Collection & Coordination - per BLRS Sec. 17-3

Meetings - incorporate all meeting minutes into PDR

1. Plan, prepare for and attend IDOT Phase I Kick-off meeting (3 people x 1 hour)
2. Plan, prepare for and attend three meetings with the DuPage County Division of Transportation (in-person) (3 people x 2 hours). Includes travel.
3. Plan, prepare for, and attend one coordination meeting with DuPage County Stormwater Management (in-person). Includes travel.
4. Plan, prepare for and attend one meeting with the CC&P Railroad if necessary (virtual).
5. Plan, prepare for and attend one meeting with the FHWA (virtual).
6. Internal coordination meetings (assume 4 people x 4 meetings).
7. Prepare agenda and meeting minutes for IDOT, FHWA, DuPage County, CC&P Railroad and DuPage County Stormwater Management meetings (7 meetings x 2 hours per meeting for meeting minutes and 2 hours per meeting for agenda/exhibits)

Public and Private Coordination; *per BLRS Sec. 21, no Public Hearing per Sec. 21-3*

1. Coordinate with DuPage County, IDOT and CC&P Railroad.
2. Perform a JULIE design located and obtain utility atlases. Plot utilities into existing CADD files.

Data Collection

1. Review public and private utility atlases provided by DuPage County gathered by previous consultant.
2. Obtain existing right-of-way and property limit data from the DuPage DOT.
3. Obtain existing plans for the roadway and bridge from the DuPage DOT.
4. Obtain record drawings for traffic signals and interconnect from the DuPage DOT.
5. Obtain accident data (most recent 5 years) from the DuPage DOT. - *local police department as well.*
6. Obtain any existing traffic counts from the DuPage DOT and IDOT.
7. Obtain any existing maintenance and flooding records - *via DuPage DOT, local landowners, mail service, etc.*
8. Obtain any existing aerial photography and topographical survey data. - *Aerial photography will not be conducted*

Topographic Survey and Right of Way

1. Perform supplemental topographic survey as needed to supplement the existing survey already provided by the County.
2. Horizontal datum will be NAD83 using the Illinois State Plane Coordinate System - East Zone (IL-83EF).
3. Unless the County requests a specific vertical datum, the NAVD88 datum will be used. Orthometric heights will be derived from GPS observations using a high-resolution Geoid model (GEOID12a).



4. Develop Alignment, basemap and cross sections using OpenRoads Designer software. - *references: BLRS Sec 11-1.04, BDE Chapter 63, and IDOT CADD Roadway Drafting Reference Guide.*
5. Existing ROW to be determined by locating existing property monuments (pins, nails, rods). In addition, the use of DuPage County GIS and existing plans of survey will determine the existing ROW.

Based on the TS&L, proposed ROW will be shown on preliminary plan sheets and cross sections. It is part of this scope of work to identify the need for ROW acquisition. Preparation of plats and legal, documentation and negotiation for ROW acquisition is not part of this scope and will be performed in Phase II.

Water Resources

1. Define impacts to Armitage Creek floodplain, if any due to roadway improvements south of bridge. If there are impacts, determine compensatory storage requirements.
2. Evaluate existing drainage, determine deficiencies, and prepare preliminary drainage design.
3. Prepare existing and proposed Phase I drainage plans.
4. Develop preliminary and final drainage sections to be included in the PDR.
5. Address comments, prepare revisions and disposition of comments received.
6. Provide Quality Assurance / Quality Control Review.

Traffic Signals

1. Review traffic signal record drawings - 2 intersections.
2. Review existing conditions and identify potential signal improvements - 2 intersections.
3. Draft existing signal equipment in CAD - 2 intersections
4. Prepare exhibit summarizing potential signal improvements - 2 intersections
5. Prepare cost estimate for potential signal improvements
6. Prepare PDR narrative for signals work

Engineering Studies and Plans

Traffic

1. Conduct 24-hour counts to determine ADT - *per BLRS Sec. 27-6.03.*
2. Submit traffic counts to CMAP and request traffic projection.
3. Develop existing and proposed typical sections.
4. Investigate detour and staged construction alternatives.

Environmental Studies - *per BLRS Chapters 18, 19 & 20; BLR Circulars 96-14, 00-06, 00-10; reference BDE Memos 28-02 and 33-03*

1. Prepare Environmental Survey Request Form and Submit to IDOT.



2. Prepare Preliminary Environmental Site Analysis (PESA) (performed by Huff & Huff, Inc.)
3. Environmental Wetland Analysis - (performed by Huff & Huff, Inc.)
4. Wetland Boundary Verification - (performed by Huff & Huff, Inc.)
5. Bridge Bat Structure Habitat Assessment - (performed by Huff & Huff, Inc.)
6. Wetland Impact Evaluation - Determine impacts to delineated wetlands and submit to IDOT.

Geometric Study - *Design Criteria per BLRS Chap 29 & 30, Secs 32-2, 36-5; any variances per BLRS Sec 27-7 and BLR Circular 02-16 (BLR Form 22120)*

1. Analyze roadway and bridge vertical and horizontal alignments.
2. Prepare and evaluate roadway alternatives to develop a preferred plan and profile with a multi-use path on the west side of the bridge.
3. Investigate right-of-way and easement requirements based on the proposed geometry, sideslopes, drainage, and construction needs. Evaluate retaining walls versus right-of-way.
4. Perform guardrail length of need calculations.
5. Evaluate superelevation transitions.
6. Analyze sight distance at entrances north and south of the bridge.
7. Preliminary ADA ramp design at Glen Pointe Drive (4 ramps) and Brandon Drive (6 ramps).

Crash Analyses - *per BLRS Sec. 22-2.02(e), reference BLR Circular 01-01*

1. Prepare accident summary. Collision diagrams for the roadway segments within the anticipated project limits will be generated by County MS2 software. Police reports will be requested from the police department for analysis.
2. Analyze 5 years of crash data and determine where improvements may be required.
3. Crash data to be provided by DuPage DOT or police department.

Project Development Report- *BLR 22211 - various references as listed on the form*

1. Perform visual survey of existing pavement condition. - *reference BDE 53-3.02b*
2. Prepare draft report and exhibits.
3. Process report (Anticipated to be Categorical Exclusion, Group I). - *per BLRS Sec. 22-2.11*
4. Provide Quality Assurance / Quality Control Review.
7. Revise report based on review comments and public comments. Address comments, prepare revisions and disposition of comments received.
5. Provide Quality Assurance/ Quality Control Review.

Quantity Calculations and Estimates

1. Determine quantity of major pay items.
2. Develop opinion of probable construction cost. - *use previous similar project bid tabs and recent bid tabs from IDOT website*



Structural Studies

1. Provide an inspection of the bridge structure. It is not anticipated that a right of entry permit from the railroad or equipment rental will be utilized for the inspection.
2. Develop a Bridge Condition Report (BCR) for County review. A full BCR will be prepared, evaluating superstructure replacement and two full replacement options (single span and three span option). This will serve as the Bridge Type Study. - *per BLRS Secs. 22-2.06(a) & 36-1.02, and asbestos certification per BLRS Circular 2012-02, reference BDE 49-3.09, and IDOT Bridge Condition Report Procedures & Practices Manual.*
3. Retaining wall types will be evaluated for the ROW study at the NE quadrant however a separate TSL will not be prepared since it is not anticipated that the retaining wall will be greater than 7' tall.
4. Complete Preliminary Bridge Design and Hydraulic Review (PBDHR, Form 10210) - *per BLRS Sec 22-2.06(b) & 36-1.03*
5. Develop Type, Size and Location (TS&L) Plan for County and IDOT review and acceptance - *per IDOT Bridge Manual Secs. 2.1, 2.2 and 2.3, AASHTO LRFD Bridge Design Specifications, reference BLRS Sec 36-2.*
6. Address comments, prepare revisions and disposition of comments received.
7. Preparation of AASHTOWare BrR models for the existing bridge during demolition, plus additional AASHTOWare BrR analysis to determine specific weight restrictions for snow plow trucks during the period of time before construction begins.
8. Provide Quality Assurance /Quality Control Review.

Geotechnical Investigation - *per BLRS Sec. 22-2.08, reference BDE 11-2.10, BDE 53-3.06(b), IDOT Bridge Manual and IDOT Geotechnical Manual.* Task is to be performed by Rubino Engineering, Inc. - see attached agreement.

Subconsultant involvement includes the following:

1. Deck coring for asbestos testing.
2. Structure Geotechnical Report utilizing previous soil borings obtained by County.

Public Involvement

1. Send initiation letters to potential affected parties (postal services, emergency services, bus services) and local school districts.
2. If the DuPage DOT prefers or requires, a public meeting can be held for this project.
3. The public meeting is included in the budget and will be advertised in a local newspaper per IDOT guidelines.
4. The DuPage DOT will determine a preferred location for the meeting.



5. Ciorba will provide exhibits (existing/proposed typical sections, ADT, MOT information, bridge exhibit, proposed improvement and proposed ROW.
6. Ciorba will attend the meeting and provide a presentation or audiovisual display.
7. Any public comments will be collected and placed in the project report.

QC/QA

1. Perform Quality Control/Quality Analysis review prior to project submittals as indicated in the scope of work.

Project Management and Administration

1. Develop a project work plan
2. Prepare project invoices and progress report following County guidelines

Additional Unforeseen Tasks/Hours

1. 300 hours to be authorized by the County



Activity		Grand Total	Principal	Lead Structural Engineer	Project Manager III	Project Manager II	Project Manager	Project Engineer II	Project Engineer	Lead Surveyor	Technician III	Engineer IV	Structures Engineer III	Engineer III	Structures Engineer II	Engineer II	Engineer I	Technician I
TOTAL		1615	58	57	100	25	48	109	94	37	16	272	105	147	142	165	221	19
1.	Meetings, Data Collection & Coordination	Task Total: 152		2	25			51	3	1		51	3	12	4			
	0110 Meetings	Meetings: 74			15			43						12	4			
	Meetings with DuPage DOT (3 mtg x 2 hrs/mtg x 3 of staff)	18			6			6						6				
	Meetings with DuPage County Stormwater Management (1 mtg x 3 hrs/mtg)	6			3			3										
	IDOT Kick-off Meeting (1 meeting x 3 people x 1 hour)	3			1			1						1				
	Meetings with Project Team	16			4			4						4	4			
	Meeting with FHWA (1 virtual meeting x 3 people x 1 hour)	3			1			1						1				
	Meeting Minutes (7 mtg x 2 hr/mtgs)	14						14										
	Prepare Agenda/Exhibits for Meetings (7 mtg x 2 hr/mtg minutes)	14						14										
	0120 Coordination	Subtotal: 62		2	10			8	3			36	3					
	Coordination with DuPage DOT	12			6				3				3					
	Coordination with IDOT (Includes BB&S)	8		2	2			2				2						
	Subconsultants Coordination (Specify Discipline or sub)	4			2			2										
	Perform a JULIE Design Locate and Obtain Utility Atlases. Plot Utilities into CADD.	36						4				32						
	Submit Plans to Utilities (1 submittal)	2										2						
	0130 Data Collection 2	Subtotal: 16								1		15						
	Obtain Plans from DuPage	2										2						
	Obtain Tax Maps/ROW Plats	2										2						
	Obtain Utility Atlases	6										6						
	Photo log	4										3						
	Obtain Aerials	2								1		2						
2.	Survey	Task Total: 68								36	16							16
	0210 Field Survey	Subtotal: 28								8	12							8
	Project Survey Plan & Field Preparation	8								8								
	Establish Control Points and Ties (1.5 hours per control point)	4									2							2
	Property Corner Location	4									4							
	Supplemental Survey	12									6							6
	0220 Process Survey	Subtotal: 12									4							8
	Down Loading Total Station (1-2 hrs per down load every 2-3 days of topo)	1									1							
	Drafting Existing Conditions (4,000 ft per day)	1									1							
	Review Existing Survey files & Combine new survey data	5									1							4
	Create Digital Terrain Model	5									1							4
	0230 Boundary Survey Office	Subtotal: 28								28								
	Property Research / Order Title / Review Documents	8								8								
	Boundary Analysis & Calculation	16								16								
	Drafting of Boundary Survey / Plate of Subdivision	4								4								
3.	Water Resources	Task Total: 120					42							78				
	0310 Preliminary Stormwater Analysis	Subtotal: 108					38							70				
	Hydrologic Modeling	8					2							6				
	Alternatives Analysis	8					4							4				
	Floodplain Compensatory Storage Analysis (Armitage Creek south of bridge)	20					8							12				
	Evaluate Existing Drainage System	36					12							24				
	Proposed Drainage System	36					12							24				
	0320 Stormwater Reports	Subtotal: 8					2							6				
	Drainage Section of PDR	8					2							6				
	0360 Permits	Subtotal: 4					2							2				
	Permit - County (Early coordination with DuPage Stormwater)	4					2							2				
4.	Traffic Signals	Task Total: 40				5			17			18						
	0420 Traffic Signals Studies and Plans	Subtotal: 40				5			17			18						
	Review record drawings	3				1			2									
	Review existing conditions and identify potential signal improvements	3				1			2									
	Draft existing signal equipment in CAD	6							2			4						
	Prepare exhibit summarizing potential signal improvements (2 sheets)	17				1			6			10						
	Prepare cost estimate for potential signal improvements	8				1			3			4						
	Prepare PDR narrative for signals work	3				1			2									
5.	Engineering Studies/Plans	Task Total: 433		20	1	20	2	56	10			160		5		97	59	3
	0510 Traffic Studies	Subtotal: 26							2			3				13	5	3
	Obtain Machine Traffic Counts	6														3		3
	Traffic Count Reduction & Tabulation	2														2		
	Develop Traffic Projections	2														2		
	Develop Existing and Proposed Typical Sections	8							1							2	5	
	Maintenance of Traffic Plan	8							1			3				4		
	0520 Environmental Studies	Subtotal: 32						2	3			12					15	
	Prepare Environmental Survey Request (ESR) Form	10							1			2					7	
	Prepare ESR Exhibits (8 hrs/sheet)	14							2			4					8	
	Wetland Impact Evaluation	8						2				6						
	0530 Geometric Studies	Subtotal: 124			1			18				63				28	14	
	Horizontal Geometry Study	14						2				4				4	4	
	Vertical Geometry Study	16						2				7				7		
	Geometric Alternatives Evaluation	16						2				7				7		
	Plan and Profile Sheet (1 sheet)	12						2				2				4	4	
	ADA Design (10 ramps at 4 hours/ramp)	40						8				32						
	Sight Distance Study	8						1				7						
	Right-of-Way Analysis	18			1			1				4				6	6	
	0540 Safety Studies	Subtotal: 43						4	5			12			5		17	
	Crash Data-Obtain and analyze police reports	17													5		12	
	Collision Diagram	5														5		
	Review and Analyze Crash Data	5							5									
	Barrier Warrant Analysis (4 locations)	16						4				12						
	0550 Preliminary Project Plans and Report	Subtotal: 80						20				32				23	5	
	Location Map	2														1	1	
	Report Preparation	40							10			20				10		
	Report Revisions (2 revisions)	30						8				10				8	4	
	Disposition of Comments (2 dispositions)	8						2				2				4		
	0590 Public Involvement	Subtotal: 128		20		20	2	12				38				16	20	
	Existing/Proposed Typical Sections	20														8	12	
	Other Exhibits (Bridge, ADT) Including Proposed Improvement & Proposed ROW)	40		4		4		8				8				8	8	
	Advertise in Newspaper	10						2				6						
	Send Initiation Lettersto Potential Affected Parties	10						2				8						
	Attend Public Meeting / Hearing	24		8		8						8						
	Collection of Public Comments	24		8		8						8						
6.	Structural Studies/Plans	Task Total: 338		20					32				64		94			128
	0610 Preliminary Bridge Engineering	Subtotal: 338		20					32				64		94			128
	Bridge Inspection	16										8			8			
	Bridge Load Rating-BrR models for prior to construction and demolition	100		8					12			16			24		40	

Activity			Grand Total	Principal	Lead Structural Engineer	Project Manager III	Project Manager II	Project Manager I	Project Engineer II	Project Engineer I	Lead Surveyor	Technician III	Engineer IV	Structures Engineer III	Engineer III	Structures Engineer II	Engineer II	Engineer I	Technician I
	Bridge Condition Report		92		4				8					16		24		40	
	Structural Type, Size and Location		76		4				8					12		20		32	
	PBDHR		12		2									4		6			
	Wall Type Study (1 wall-NE quadrant)		42		2				4					8		12		16	
7.	Quantity Calculations & Estimates	Task Total:	56		3		4	2	8				7	6	4	12	8	2	
	0710 Quantity, Specifications and Estimates	Subtotal:	56		3		4	2	8				7	6	4	12	8	2	
	Quantity Calculations and BOM (Removals)		4						2								2		
	Quantity Calculations and BOM (Earthwork)		4						4										
	Quantity Calculations and BOM (Proposed Plan)		6						2								2	2	
	Quantity Calculations and BOM (Water Resources)		6				2								4				
	Quantity Calculations and BOM (Structural) - for BCR/PDR		21		1				2					6		12			
	Estimate of Cost		10		1		2						5				2		
	Develop Estimate for Alternative Construction Strategies		5		1								2				2		
8.	Additional Hours to be Authorized by County	Task Total:	300		12	24			24				36	32	48	32	60	32	
	0810 Additional Hours	Subtotal:	300		12	24			24				36	32	48	32	60	32	
	Additional Hours		300		12	24			24				36	32	48	32	60	32	
9.	QC / QA	Task Total:	54		42	12													
	0910 QC / QA	Subtotal:	54		42	12													
	Water Resources QC/QA		12			12													
	Roadway QC/QA		22		22														
	Structural QC/QA		20		20														
10.	Project Management & Administration	Task Total:	54		16	38													
	1010 Project Management & Administration	Subtotal:	54		16	38													
	Project Management		54		16	38													

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By
Work Order #(if applicable)

Ciorba Group, Inc.
Prime
Brett Sauter

DATE 09/23/25
PTB-ITEM# 200

CONTRACT TERM 18 MONTHS
START DATE 9/25/2025
RAISE DATE 12/31/2025

END DATE 3/25/2027

OVERHEAD RATE 152.16%
COMPLEXITY FACTOR 0
% OF RAISE 3%
CURRENT SALARY CAP \$90.00

ESCALATION PER YEAR

<u>year</u>	<u>First date</u>	<u>Last date</u>	<u>Months</u>	<u>% of Contract</u>
0	9/25/2025	12/31/2025	3	16.67%
1	1/1/2026	12/31/2026	12	68.67%
2	1/1/2027	3/31/2027	3	17.68%

The total escalation = **3.01%**

PAYROLL RATES

FIRM NAME Ciorba Group, Inc.
PRIME/SUPPLEMENT Prime
PTB-ITEM # 200
Work Order # 0

DATE 09/23/25

ESCALATION FACTOR 3.01%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

WORK ORDERS - Classifications and Average Payrates need to match the master work order agreement.

CLASSIFICATION	DEPARTMENT	CALCULATED
	AVG. PAYROLL RATES ON FILE	RATE (\$90.00 CAP)
Principal	\$90.00	\$90.00
Lead Structural Engineer	\$89.75	\$90.00
Project Manager III	\$99.33	\$90.00
Project Manager II	\$84.13	\$86.67
Project Manager I	\$75.44	\$77.71
Resident Engineer	\$80.00	\$82.41
Project Engineer II	\$64.40	\$66.34
Project Engineer I	\$61.17	\$63.01
Lead Surveyor	\$55.50	\$57.17
Technician III	\$52.00	\$53.57
Engineer IV	\$51.25	\$52.80
Technician II	\$48.50	\$49.96
Structures Engineer III	\$46.75	\$48.16
Engineer III	\$46.33	\$47.73
Structures Engineer II	\$43.50	\$44.81
Engineer II	\$42.50	\$43.78
Engineer I	\$38.73	\$39.90
Technician I	\$25.00	\$25.75
CAD Manager	\$74.00	\$76.23

FIRM NAME	Ciorba Group, Inc.	DATE	09/23/25
PRIME/SUPPLEMENT	Prime		
PTB-ITEM #	200		
Work Order #	0		

Huff and Huff, Inc.	5,261.00	526.10
Rubino	7,366.00	736.60

FIRM

DATE 09/23/25

200

OVERHEAD RATE 152.16%

Prime

COMPLEXITY FACTOR 0

0

Department use only

PR + OH = \$228,712

PR+OH+DC+FF = \$260,037

DBE % = 0%

Phase III = \$0

AVERAGE HOURLY PROJECT RATES

FIRM Ciorba Group, Inc.
PTB-ITEM# 200
PRIME/SUPPLEMENT Prime
Work Order # 0

DATE 09/23/25

SHEET 1 OF 3

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TOTAL	TOTAL	TOTAL	TASK			TASK			TASK			TASK			TASK		
			%		Meetings, Data Collection & Survey			Survey			Water Resources			Traffic Signals			Engineering Studies/Plans		
		HOURS	Part.	Wgtd Avg	Hours	Part.	Wgtd Avg	Hours	Part.	Wgtd Avg	Hours	Part.	Wgtd Avg	Hours	Part.	Wgtd Avg	Hours	Part.	Wgtd Avg
Principal	\$90.00	58.0	3.59%	3.23															
Lead Structural Engineer	\$90.00	57.0	3.53%	3.18	2	1.32%	1.18										20	4.62%	4.16
Project Manager III	\$90.00	100.0	6.19%	5.57	25	16.45%	14.80										1	0.23%	0.21
Project Manager II	\$86.67	25.0	1.55%	1.34										5	12.50%	10.83	20	4.62%	4.00
Project Manager I	\$77.71	48.0	2.97%	2.31							42	35.00%	27.20				2	0.46%	0.36
Resident Engineer	\$82.41	0.0																	
Project Engineer II	\$66.34	109.0	6.75%	4.48	51	33.55%	22.26										56	12.93%	8.58
Project Engineer I	\$63.01	94.0	5.82%	3.67	3	1.97%	1.24							17	42.50%	26.78	10	2.31%	1.46
Lead Surveyor	\$57.17	37.0	2.29%	1.31	1	0.66%	0.38	36	52.94%	30.27									
Technician III	\$53.57	16.0	0.99%	0.53				16	23.53%	12.60									
Engineer IV	\$52.80	272.0	16.84%	8.89	51	33.55%	17.71							18	45.00%	23.76	160	36.95%	19.51
Technician II	\$49.96	0.0																	
Structures Engineer III	\$48.16	105.0	6.50%	3.13	3	1.97%	0.95												
Engineer III	\$47.73	147.0	9.10%	4.34	12	7.89%	3.77				78	65.00%	31.02				5	1.15%	0.55
Structures Engineer II	\$44.81	142.0	8.79%	3.94	4	2.63%	1.18												
Engineer II	\$43.78	165.0	10.22%	4.47													97	22.40%	9.81
Engineer I	\$39.90	221.0	13.68%	5.46													59	13.63%	5.44
Technician I	\$25.75	19.0	1.18%	0.30				16	23.53%	6.06							3	0.69%	0.18
CAD Manager	\$76.23	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		1615.0	100%	\$56.16	152.0	100.00%	\$63.48	68.0	100%	\$48.93	120.0	100%	\$58.22	40.0	100%	\$61.37	433.0	100%	\$54.24

FIRM	Ciorba Group, Inc.
PTB-ITEM#	200
PRIME/SUPPLEMENT	Prime
Work Order #	0

SHEET 2 OF 3

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FIRM	Ciorba Group, Inc.
PTB-ITEM#	200
PRIME/SUPPLEMENT	Prime
Work Order #	0

SHEET 3 OF 3

80



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

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Oak Brook, IL 60523
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August 11, 2025

via email: bsauter@ciorba.com

Mr. Brett Sauter, PE, SE
Vice President - Structures
Ciorba Group, Inc. | Consulting Engineers
8725 W. Higgins Road, Suite 600
Chicago, Illinois 60631

**Re: Phase I Environmental Services (Wetlands, Bridge Bat Assessment, PESA)
Bloomington Road Bridge over Chicago Central & Pacific Railroad
DuPage County, Illinois
Proposal No. 81.P013065.26**

Dear Mr. Sauter;

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA), is pleased to submit this proposal to Ciorba Group (Client) to provide Phase I Environmental Services for the proposed Bloomington Road Bridge replacement over the Chicago Central & Pacific Railroad (CCP RR) in DuPage County, Illinois. Per Client request, the attached scope includes tasks for performing environmental coordination including a Preliminary Environmental Site Assessment (PESA), wetland/waterway delineations, and bridge bat assessment. This proposal presents our project approach, scope of services, cost, and schedule for completing the project.

Project background and understanding is identified in Section 1, Phase I scope and fee is included in Section 2. The project schedule is included in Section 3 and proposal acceptance information is included in Section 4.

1. PROJECT BACKGROUND

Client has provided GZA with the following documents that shall serve as the basis of understanding in developing this scope and fee:

- DuPage County Division of Transportation (DuDOT) Request for Qualifications (RFQ).
- National Flood Hazard Layer FIRMette figure.
- Historical GZA documents provided to DuDOT including:
 - July 17, 2023 Environmental Due Diligence Report (14-pages).
 - December 1, 2023 Potential Wooded Habitat and Roost Tree Assessment.
- August 1, 2025 mail communication of project award and requested services.

We understand that DuDOT is proposing complete structure replacement of the Bloomington Road Bridge over CCP RR (S.N. 022-3009), a four (4) lane, three span bridge located 0.7 miles south of Army Trail Road in Glendale Heights, DuPage County, IL. The project is being developed to be eligible for future federal funding following a locally-funded preliminary Phase I effort and proposed Phase I and II work must be consistent with federal funding requirements.



2. SCOPE OF SERVICES

Task 1 – Preliminary Environmental Site Assessment (PESA)

A PESA will be completed for local roads portions of the project corridor and the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012).
- ASTM International (ASTM) standard 1527-21.
- Chapter 27-3 of the IDOT Bureau of Design and Environment (BDE) (December 2019) Manual. The IDOT BDE Manual was published September 2012 and Revised August 2023.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416.
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

A. Historical Research

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area. Specifically, GZA will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

D. Report Preparation

One report summarizing the results of the evaluation will be prepared, including the following information:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.



Task 2 – Wetland and Surface Waters/Waterway Delineation and Report

GZA proposes to complete a wetland and Waterway delineation within the project limits in accordance with:

- The USACE *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)*, (Supplemental Wetland Manual);
- The February 25, 2022 USACE Nationwide Permit Program (NWP)
- DuPage County Stormwater and Floodplain Ordinance submittal Tab 4.

In preparing this proposal, GZA has made the following assumptions:

- Wetland permitting, mitigation design, plan preparation, monitoring, or management services are not included in this proposal;
- Biological clearances not related to wetland services will be provided by IDOT through the Environmental Survey Request (ESR) submittal.

A. Off-Site Record/Document Review

The following records/documents will be reviewed prior to conducting field investigations. Due to the amount of development in the project area, wetland resources are expected to be limited and may include only roadway and trackside swales. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The resources to be reviewed and used include:

- Aerial Photographs;
- U.S. Geological Survey (USGS) Topographic Maps;
- U.S. Fish and Wildlife Service (USFWS), National Wetland Inventory (NWI) Maps;
- DuPage County Critical Wetland Map;
- Natural Resources Conservation Services (NRCS), Soil Survey of DuPage County;
- Hydric Soils of the United States;
- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM); and
- USGS Hydrologic Atlases (if available).

B. On-Site Investigation (Field Inventory)

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

The field work will be completed within the Chicago District, USACE growing season for DuPage County (mid-April to mid-October). Delineations conducted outside this timeframe may be considered preliminary and insufficient for permitting purposes. This task assumes access will be provided to GZA to conduct field work within the project limits as coordinated with the Client.

C. Wetland Report

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



- Map identifying the Project Area;
- Aerial photographs with the limits of delineated wetlands, surface waters, and data points;
- USACE data sheets with color photos of the vegetation, soils, and wetlands at each data point;
- Floristic Quality Assessment (FQA) table with associated native Floristic Quality Index (FQI) and mean native Coefficient of conservatism (C-value) calculations;
- MMI Wildlife Assessment; and
- Written description of wetland functional classification.

Biological and Cultural Clearances will be obtained through the IDOT ESR process. Therefore, GZA will not obtain non-wetland biological or cultural information outside of the ESR information.

Task 3 - Wetland Boundary Verification

DuPage County requires a boundary verification (BV) for constructed features and wetlands for permitting purposes, which is valid for two years. Therefore, GZA will formally submit a BV request to DuPage County for the project after the wetland delineation and wetland report have been completed, which will be scheduled based on current availability of the DuPage County Stormwater Management Department.

Time is included for GZA to complete a field visit to prepare for the BV, which will include verifying the boundary flagging is still present of the delineated wetlands and any offsite wetlands as required by DuPage County and submitting a request for a BV through DuPage County's online permitting system. Verifying the flagging will be done just prior to the meeting with the DuPage County staff. Time is also included for GZA to complete the onsite boundary verification with DuPage County. This task includes fees associated with obtaining a BV from DuPage County, which are anticipated to be \$500.00. If boundaries are altered during this task, the wetland report will be revised to reflect the decisions for the BV.

Task 4 – Bridge Bat Structure Habitat Assessment

This proposal includes an assessment of northern long-eared bat (*Myotis septentrionalis*; NLEB) habitat within the construction limits, specifically related to the existing bridge over the railroad tracks. As no access to railroad property has been issued to GZA, the inspection of the underside of the bridge will be completed by staff remaining more than 25 feet from the tracks. The NLEB assessment entails only the assessment of bridge, culverts, and any other structure over four (4) feet in height that have the potential to provide roosting habitat for NLEB; and expressly does not constitute surveys, mist netting, echolocation, or other, for presence of NLEB within the project or adjacent areas, or specific tree surveys to identify trees that may provide suitable habitat for the NLEB or other listed bat species.

The USFWS and FHWA with the FRA and FTA standardized their approach to assessing impacts to federally listed bat species from highway construction and expansion projects, and for developing avoidance, minimization, and mitigation strategies. For projects with bridges, culverts, or any other structure over four (4) feet tall that have the potential to provide suitable roosting habitat, a preliminary assessment of the structure is required to confirm the presence or absence of evidence of bats. The methodology for the assessment follows guidelines from "Appendix D: Bridge Inspection Guidance of the User's Guide for the Range-wide Programmatic Informal Consultation for Indiana Bat and Northern Long-eared Bat." Although this project will not be processed through IDOT, an inspection of the bridge, culverts, and any other structure over four (4) feet tall that has the potential to provide suitable roosting habitat for NLEB, present within survey limits will be conducted to confirm evidence for the potential presence of bats.

Suitable roosting habitat for the NLEB includes cracks in concrete and expansion joints and congregate in areas where a cave-like environment is present. These specific areas are mostly associated with the substructure or lower portion of a bridge.



The bridge/structure assessment guidelines focus on four indicators of bats, which include the following:

- Visual – bats flying or roosting;
- Audible – chirping or high-pitched squeaking;
- Physical – droppings, referred to as guano, consisting of black or brown pellets, which accumulate underneath roosting location. Older guano appears grey in color. Guano can adhere to support beams, columns, and walls; and
- Staining – “wet” and dark looking stains may be visible on the walls, support beams, columns, beneath joints, and on the ceiling of bridge. Stains are typically in dark places. Stains are approximately four to six inches wide.

The identification of any of the above listed indicators is sufficient documentation to confirm recent bat usage. All indicators and observations of live or dead bats and their approximate location on the bridge or structure will be recorded on the bridge/structure inspection form. Time under this task includes the field assessment and the completion of the formal IDOT BBA Form and an associated photographic log of each structure assessed. Time under this task does not include preparing reports or formal coordination with any agency for impacts to listed species.

The following limitations apply to this task:

- Bridge and structure inspections cannot typically be conducted within gated or fenced structures.
- In some cases, debris build-up within culverts and other structures may not allow for physical inspection.
- The USFWS and IDNR have the authority to require additional assessments.

Task 5 – Project Administration -

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

Task 6 – QAQC

Time under this task includes QA/QC time for field investigations, resource reviews, and reports as described above.

3. LEVEL OF EFFORT AND SCHEDULE

The fee for the currently proposed scope of services is included on the attached worksheets in CPFF format utilizing the IDOT BLR 05514 Work Sheets and associated direct cost worksheet (BDE 436 format).

The PESA will commence within two (2) days of the notice to proceed (NTP) and will require six (6) weeks to complete. The wetland delineations will commence within four (4) weeks of the NTP with the report completed four (4) weeks after completion of the fieldwork.



4. PROPOSAL ACCEPTANCE

Conditions of Engagement

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

Acceptance

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to GZA. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-4406 with any questions.

Very truly yours,

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

Signature on file

Jeremy J. Reynolds, P.G.
Associate Principal

Signature on file

James Novak, PWS
Associate Principal

Attachments: Project Information
Terms and Conditions
BLR CPFF Cost Sheets

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

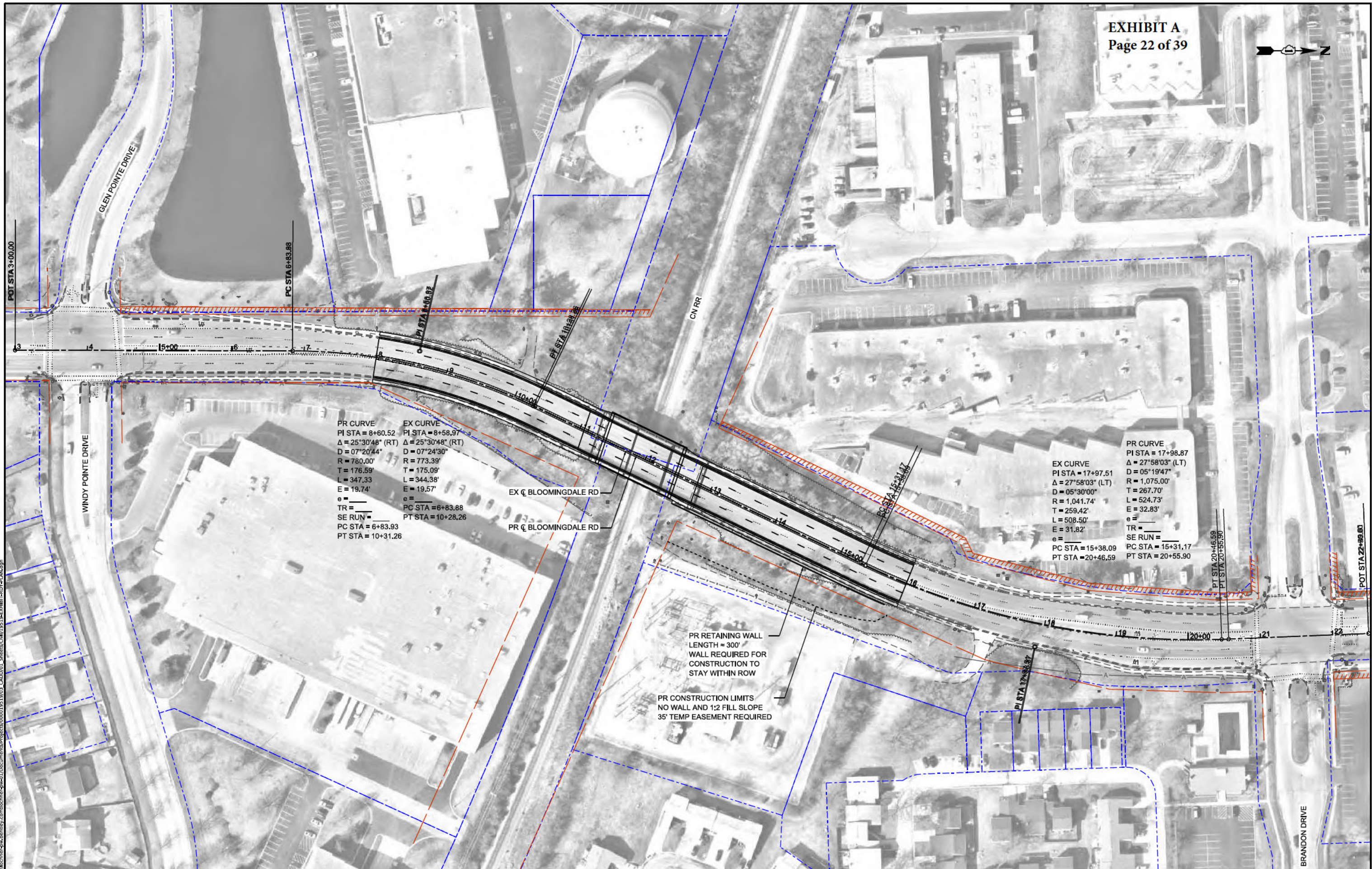
By: _____

Title: _____

Printed/Typed Name: _____

Date: _____

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



LOCHNER
H. W. LOCHNER, INC.
225 WEST WASHINGTON STREET
12 TH FLOOR
CHICAGO, ILLINOIS 60606

USER NAME	Personal	DESIGNED	-	REVISED	-
DRAWN	-	REVIS	-	REVIS	-
CHECKED	-	REVIS	-	REVIS	-
DATE	-	REVIS	-	REVIS	-
PLOT SCALE	120,000' / 1" =				
PLOT DATE	10/14/2022				

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**BLOOMINGDALE ROAD
ROADWAY PLAN EXHIBIT**

SCALE: 1"=60' SHEET OF SHEETS STA. TO STA.

FA. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
CONTRACT NO.				87
ILLINOIS FED. AID PROJECT				

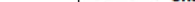
1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*



OTHER AREAS OF  **Area with Reduced Flood Risk due to Levee. See Notes. Zone X**

FLOOD HAZARD  Area with Flood Risk due to Levee *Zone D*

NO SCREEN Area of Minimal Flood Hazard *Zone X*

☐ Effective LOMRs

OTHER AREAS  **Area of Undetermined Flood Hazard** *Zone D*

GENERAL — — — Channel, Culvert, or Storm Sewer

STRUCTURES | ||||| Levee, Dike, or Floodwall

20.2 Cross Sections with 1% Annual Chance

17.5 Water Surface Elevation

8 — — — Coastal Transect

Base Flood Elevation Line (BFE)
Limit of Study

— Limit of Study
— Jurisdiction Boundary

----- Jurisdiction Boundary
 - - - - - Coastal Transect Baseline

OTHER — Profile Baseline

FEATURES	Hydrographic Feature
1. Depth	Depth is the vertical distance from the surface of the water to the seabed or a specific point of interest. It is measured in meters or fathoms.
2. Seabed Composition	The seabed is composed of various materials, including sand, silt, mud, gravel, and rocks. The composition can vary significantly across different areas.
3. Underwater Topography	The seabed features various topographical elements, such as ridges, valleys, and seamounts. These features can influence ocean currents and marine life.
4. Water Column Properties	The water column is the vertical column of water above the seabed. Its properties, such as temperature, salinity, and density, can vary with depth and location.
5. Marine Life	The seabed and water column are home to a diverse range of marine life, including fish, invertebrates, and microorganisms. The distribution of life is influenced by the physical and chemical environment.
6. Human Impact	Human activities, such as fishing, shipping, and resource extraction, can have significant impacts on the hydrographic features and marine life. Understanding these impacts is crucial for sustainable management.

1. *Journal of the American Medical Association*, 1997; 278: 1039-1044.

 Digital Data Available N

 No Digital Data Available

MAD PANELS No Digital Data Available

MAP PANELS	Unmapped
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 The pin displayed on the map is an approximate

The pin displayed on the map is an approximate point selected by the user and does not represent

an authoritative property location.

This map complies with FEMA's standards for the use of

The basemap shown complies with FEMA's basemap

The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the

authoritative NFHL web services provided by FEMA. This map

was exported on 3/19/2025 at 5:19 PM and does not reflect changes or amendments subsequent to this date and

time. The NFHL and effective information may change or

become superseded by new data over time.

This map image is void if the one or more of the following map

elements do not appear: basemap imagery, flood zone labels,

legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for

unmapped and unmodernized areas cannot be used for 88

regulatory purposes. 88

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By
Work Order #(if applicable)

Huff & Huff, Inc., a subsidiary of GZA
Ciorba
J. Novak, J. Reynolds

DATE 09/11/25
PTB-ITEM# 200

CONTRACT TERM 18 MONTHS
START DATE 9/25/2025
RAISE DATE 3/1/2026
END DATE 3/25/2027

OVERHEAD RATE 184.39%
COMPLEXITY FACTOR 0
% OF RAISE 3%
CURRENT SALARY CAP \$90.00

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	9/25/2025	3/1/2026	5	27.78%
1	3/2/2026	3/1/2027	12	68.67%
2	3/2/2027	4/1/2027	1	5.89%

The total escalation = 2.34%

PAYROLL RATES

FIRM NAME Huff & Huff, Inc., a subsidiary of G2
 PRIME/SUPPLEMENT Ciorba
 PTB-ITEM # 200
 Work Order # 0

DATE 09/11/25

ESCALATION FACTOR 2.34%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

WORK ORDERS - Classifications and Average Payrates need to match the master work order agreement.

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE (\$90.00 CAP)
Principal	\$90.00	\$90.00
Associate Principal II	\$78.91	\$80.76
Associate Principal I	\$72.41	\$74.10
Senior Consultant I	\$64.97	\$66.49
Senior Project Manager III	\$75.84	\$77.61
Senior Project Manager II	\$63.84	\$65.33
Senior Project Manager I	\$59.95	\$61.35
Senior Landscape Architect	\$63.40	\$64.88
Senior Planning PM	\$61.44	\$62.88
Senior Technical Specialist II	\$63.69	\$65.18
Senior Technical Specialist I	\$56.07	\$57.38
CADD Designer	\$46.73	\$47.82
Scientist PM II	\$54.41	\$55.68
Scientist PM I	\$47.14	\$48.24
Assistant PM Scientist	\$39.33	\$40.25
Environmental Engineer PM II	\$52.00	\$53.22
Environmental Engineer PM I	\$48.90	\$50.04
Geotechnical Engineer PM I	\$52.74	\$53.97
Assistant PM Engineer I	\$41.12	\$42.08
Engineer I	\$36.84	\$37.70
Scientist SI	\$35.69	\$36.52
Scientist SII	\$31.95	\$32.70
Technical Graphics Technician	\$29.42	\$30.11
Architectural Historian	\$42.20	\$43.19
Administrative Executive	\$54.99	\$56.28
Administrative Manager	\$46.97	\$48.07
Senior Administrative Assistant	\$37.90	\$38.79

EXHIBIT A
Page 26 of 39

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

FIRMHuff & Huff, Inc., a subsidiary of GZA**DATE**09/11/25**PTB-ITEM #**200**OVERHEAD RATE**184.39%**PRIME/SUPPLEMENT**Ciorba**COMPLEXITY FACTOR**0**Work Order #**0

<u>Ph II only</u> Ph III HOURS BOX	DBE DROP BOX	TASKS (List the Subs below tasks)	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
		Direct Costs		-	-	933	-	0	-	933	5.29%
		PESA	45	1,556	2,869		513	0	-	4,938	28.01%
		Wetland/Waterway Delineation & Repd	51	2,097	3,868		692	0	-	6,657	37.76%
		Wetland Boundary Verification	7	338	623		111	0	-	1,072	6.08%
		Bridge Bat Structure Habitat Assessme	10	412	760		136	0	-	1,308	7.42%
		Project Administration	5	313	577		103	0	-	993	5.63%
		QA/QC	7	545	1,006		180	0	-	1,731	9.82%
				-	-		-		-	-	
				-	-		-		-	-	
		Subconsultant DL					-			-	
		TOTALS	125	\$5,261	\$9,703	\$933	\$1,735	\$0	\$0	\$17,632	100.00%

Department use only

PR + OH = \$14,964

PR+OH+DC+FF = \$17,632

DBE % = 0%

Phase III = \$0

AVERAGE HOURLY PROJECT RATES

FIRM Huff & Huff, Inc., a subsidiary of GZA
PTB-ITEM# 200
PRIME/SUPPLEMENT Ciorba
Work Order # 0

DATE 09/11/25

SHEET 1 OF 2

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TOTAL HOURS	TOTAL % Part.	TOTAL Wgtd Avg	TASK Direct Costs			TASK PESA			TASK Wetland/Waterway Delineat			TASK Wetland Boundary Verificati			TASK Bridge Bat Structure Habitat A		
					Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$90.00	0.0																	
Associate Principal II	\$80.76	6.0	4.80%	3.88															
Associate Principal I	\$74.10	3.0	2.40%	1.78															
Senior Consultant I	\$66.49	3.0	2.40%	1.60							3	5.88%	3.91						
Senior Project Manager III	\$77.61	0.0																	
Senior Project Manager II	\$65.33	0.0																	
Senior Project Manager I	\$61.35	1.0	0.80%	0.49															
Senior Landscape Architect	\$64.88	0.0																	
Senior Planning PM	\$62.88	0.0																	
Senior Technical Specialist	\$65.18	0.0																	
Senior Technical Specialist	\$57.38	0.0																	
CADD Designer	\$47.82	0.0																	
Scientist PM II	\$55.68	0.0																	
Scientist PM I	\$48.24	27.0	21.60%	10.42							16	31.37%	15.13	7	100.00%	48.24	4	40.00%	19.30
Assistant PM Scientist	\$40.25	2.0	1.60%	0.64				1	2.22%	0.89									
Environmental Engineer PM	\$53.22	0.0																	
Environmental Engineer PM	\$50.04	2.0	1.60%	0.80				1	2.22%	1.11									
Geotechnical Engineer PM	\$53.97	0.0																	
Assistant PM Engineer I	\$42.08	0.0																	
Engineer I	\$37.70	0.0																	
Scientist SI	\$36.52	48.0	38.40%	14.03				18	40.00%	14.61	24	47.06%	17.19				6	60.00%	21.91
Scientist SII	\$32.70	18.0	14.40%	4.71				18	40.00%	13.08									
Technical Graphics Technic	\$30.11	13.0	10.40%	3.13				6	13.33%	4.01	7	13.73%	4.13						
Architectural Historian	\$43.19	0.0																	
Administrative Executive	\$56.28	0.0																	
Administrative Manager	\$48.07	0.0																	
Senior Administrative Assis	\$38.79	2.0	1.60%	0.62				1	2.22%	0.86	1	1.96%	0.76						
TOTALS		125.0	100%	\$42.09	0.0	0.00%	\$0.00	45.0	100%	\$34.57	51.0	100%	\$41.13	7.0	100%	\$48.24	10.0	100%	\$41.21

AVERAGE HOURLY PROJECT RATES

FIRM Huff & Huff, Inc., a subsidiary of GZA
PTB-ITEM# 200
PRIME/SUPPLEMENT Ciorba
Work Order # 0

DATE 09/11/25
SHEET 2 OF 2

PAYROLL CLASSIFICATIONS	CALC. AVG. RATES	TASK			TASK			TASK			TASK			TASK			TASK		
		Project Administration			QA/QC														
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	\$90.00																		
Associate Principal II	\$80.76	2	40.00%	32.30	4	57.14%	46.15												
Associate Principal I	\$74.10				3	42.86%	31.76												
Senior Consultant I	\$66.49																		
Senior Project Manager III	\$77.61																		
Senior Project Manager II	\$65.33																		
Senior Project Manager I	\$61.35	1	20.00%	12.27															
Senior Landscape Architect	\$64.88																		
Senior Planning PM	\$62.88																		
Senior Technical Specialist	\$65.18																		
Senior Technical Specialist	\$57.38																		
CADD Designer	\$47.82																		
Scientist PM II	\$55.68																		
Scientist PM I	\$48.24																		
Assistant PM Scientist	\$40.25	1	20.00%	8.05															
Environmental Engineer PM	\$53.22																		
Environmental Engineer PM	\$50.04	1	20.00%	10.01															
Geotechnical Engineer PM I	\$53.97																		
Assistant PM Engineer I	\$42.08																		
Engineer I	\$37.70																		
Scientist SI	\$36.52																		
Scientist SII	\$32.70																		
Technical Graphics Technic	\$30.11																		
Architectural Historian	\$43.19																		
Administrative Executive	\$56.28																		
Administrative Manager	\$48.07																		
Senior Administrative Assist	\$38.79																		
TOTALS		5.0	100%	\$62.63	7.0	100%	\$77.90	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

September 18, 2025

To: Brett Sauter, P.E., S.E.
Ciorba Group, Inc.
8725 W. Higgins Road | Suite 600
Chicago, Illinois 60631
P: 773.775.4009

Re: Proposal - Geotechnical Exploration
Proposed Bloomingdale Road Bridge
over CPP Railroad, DuPage County,
Illinois

Proposal No. Q25.455g_REV2

Via email: bsauter@ciorba.com

Dear Mr. Sauter,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Brett Sauter, P.E., S.E. of Ciorba Group, Inc. via email on August 7th, 2025.

PROJECT UNDERSTANDING

Rubino understands that Ciorba Group, Inc. is planning to aid DuPage County in the replacement of the Bloomingdale Road bridge over CC&P Railroad in DuPage County, Illinois. Rubino understands that DuPage County had previously utilized a geotechnical firm to complete soil borings in anticipation of design.

If the design changes in a way that additional drilling is deemed necessary, then Rubino has included one day of drilling, laboratory, and traffic control costs. If additional drilling is not necessary, those costs will not be charged to the project. Rubino will not mobilize to drill the additional soil boring without Ciorba and County approval.

Structural Loads / Pavement Design Criteria received: none; however this proposal is based on the following:

- Current TS&L that includes the following:
- Bridge Type and description for SGR text
- Information for pile driving spreadsheet:
 - Pile Cutoff Elevation (if applicable)
 - Elevation of soil against pile during driving
 - Abutment loading (kips)
 - Abutment Length

Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Site Access	Open site
Drilling Permit Needs	Assumed County Permitting Waived
Field Equipment Proposed	Track-mounted Geoprobe Drill Rig & Core Machine
Traffic Control Needs	Attenuator Truck
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	IDOT SPT – 2 ½ ft to 30 ft, 5 ft thereafter
Backfill Needs	Cuttings, excess spoils remain on site
Patching	Cold Patch
Shelby Tube Locations and Depths	TBD

Boring Depths (If additional drilling is desired)

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino will want time to review the provided boring logs with proposed bridge information to determine if additional drilling should occur.

IF RUBINO/CIORBA/DUPAGE COUNTY DECIDE ADDITIONAL DRILLING IS NECESSARY				
NUMBER OF BORINGS	NUMBER OF CORES	DEPTH (FEET BEG*)	LOCATION ON SITE	PURPOSE
1	-	90	TBD	Advanced Testing or Lab Purposes

Asbestos Coring Depth

To obtain data to evaluate asbestos content of the bridge deck within the proposed development/construction areas, Rubino proposes to core as specified below.

NUMBER OF ASPHALT OVERLAY CORES	APPROXIMATE DEPTH (INCHES BEG*)	SAMPLING AND TESTING PROCEDURE	LOCATION
2	Penetrate Asphalt Overlay and terminate core	In accordance with Attachment 2 to BDE Procedure Memorandum 26-02	One at each bridge approach slab
3	Penetrate Asphalt Overlay and terminate core		One within each span

*BEG = below existing grade

Asbestos Sampling of Core

One sample will be removed using a diamond-impregnated, 4-inch diameter core barrel using water to prevent the generation of airborne dust. The core barrel will extend to a depth that is sufficient to include the full thickness of the bituminous wearing surface and waterproofing membrane, if one is present. After core has been retrieved, it will be placed in a plastic bag and submitted to a certified laboratory for testing. The core-hole will be patched to match existing pavement structure.

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

SCOPE OF SERVICES DISCUSSION

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

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment and core machine.

Traffic Control

Rubino anticipates that traffic control will be necessary. Rubino will subcontract a traffic control company to provide an attenuator truck.

Boring Locations

The approximate **as-drilled** boring locations are shown below as "B", and proposed asbestos cores are shown as "ASB".



SPT - Soil Sampling (If additional drilling is desired)

Soil sampling will include split-barrel samples or thin-walled tube samples on cohesive soils 2 ½ - foot intervals to a depth of 30 feet and 5 - foot intervals thereafter, as applicable.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 4.
- Granular soils with an N-value less than 6.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

Geotechnical Laboratory Testing (If additional drilling is desired)

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

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

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

Laboratory Test	Estimated Quantity	Sample Type
Natural Moisture Content	24	Split spoon
Atterberg Limits	4	Split spoon
Hydrometer	4	Split spoon
Unconfined Compression	1	Shelby Tube

STRUCTURE GEOTECHNICAL REPORT (SGR)

- Cover Sheet and Table of Contents
- Project Description and Scope
- Field Exploration
- Geotechnical Evaluations and Recommendations
 - Settlement
 - Slope Stability for Bridge Embankment (1 profile included, scaled profile to be provided by client)
 - Global Stability for Retaining Wall (1 profile at highest section included)

- Seismic Considerations
- Foundation Recommendations
- Construction Considerations
- Appendices (Supporting Documentation): location map, boring plan and soil profile, boring logs, laboratory test results, SSR Charts, photographs
 - Asbestos Content Determination and lab results and BLR 10220 Form

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

PROJECT SCHEDULE

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

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2 – 5
Geo / Asbestos Laboratory Testing	5 – 15
Geo Reporting	10 – 15

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

CLASSIFICATION HOURLY BREAKDOWN PER TASK

Classification	Field Work (Cores Only)	Field Work (Drilling if necessary)	Lab (only if Drilling occurs)	Reporting	Sum
Material Tester 1 & 2	8	-	-	-	8
Project Manager / Engineer	4	4	-	16	24
Staff Engineer / Geologist / Soil Scientist	8	10	10	47	75
Laboratory Staff	-	-	-	-	-
Principal	-	-	-	8	8
Driller	-	24	-	-	24
Sum	20	38*	10*	71	

Table 1*Grayed hours would only be charged if approved by Ciorba and the County

UTILITY LOCATE AND OUTSIDE SERVICES

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

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a cost-plus fixed fee basis per the attached CECS dated 8/28/25.

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

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

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

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

AUTHORIZATION

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

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

Respectfully submitted,

RUBINO ENGINEERING, INC.

Signature on file


Michelle A. Lipinski, PE
President
Michelle.lipinski@rubinoeng.org

Signature on file


Anthony T. Tomaras, PG
Project Manager
anthony@rubinoeng.com

MAL/file

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

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	Rubino Engineering, Inc.
PRIME/SUPPLEMENT	Prime
Prepared By	Anthony Tomaras

DATE	08/28/25
PTB-ITEM#	1

CONTRACT TERM	18	MONTHS
START DATE	9/25/2025	
RAISE DATE	3/1/2026	
END DATE	3/24/2027	

OVERHEAD RATE	159.87%
COMPLEXITY FACTOR	0
% OF RAISE	3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	9/25/2025	3/1/2026	5	27.78%
1	3/2/2026	3/1/2027	12	68.67%
2	3/2/2027	4/1/2027	1	5.89%

The total escalation = 2.34%

FIRM NAME	<u>Rubino Engineering, Inc.</u>	DATE
PRIME/SUPPLEMENT	<u>Prime</u>	
PTB-ITEM #	<u>1</u>	

08/28/25

ESCALATION FACTOR **2.34%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Material Tester 1 & 2	\$45.65	\$46.72
Project Manager / Engineer	\$59.72	\$61.12
Staff Engineer / Geologist / Soil Scien	\$40.28	\$41.22
Laboratory Staff	\$32.61	\$33.37
Principal	\$78.00	\$79.82
Driller	\$73.10	\$74.81

FIRM	<u>Rubino Engineering, Inc.</u>	DATE	<u>08/28/25</u>
PTB-ITEM #	<u>1</u>	OVERHEAD RATE	<u>159.87%</u>
PRIME/SUPPLEMENT	<u>Prime</u>	COMPLEXITY FACTOR	<u>0</u>

19,142

Printed 8/28/2025 2:26 PM Page 4 of 6 BDE 3608 Template (Rev. 03/31/23)

AVERAGE HOURLY PROJECT RATES

FIRM Rubino Engineering, Inc.
PTB-ITEM# 1
PRIME/SUPPLEMENT Prime

DATE 08/28/25

SHEET 1 **OF** 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Field Work/Lab/Reporting													
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.
Material Tester 1 & 2	46.72	8.0	5.76%	2.69	8	5.76%	2.69											
Project Manager / Engineer	61.12	24.0	17.27%	10.55	24	17.27%	10.55											
Staff Engineer / Geologist / Laboratory Staff	41.22	75.0	53.96%	22.24	75	53.96%	22.24											
Principal	79.82	8.0	5.76%	4.59	8	5.76%	4.59											
Driller	74.81	24.0	17.27%	12.92	24	17.27%	12.92											
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TOTALS		139.0	100%	\$52.99	139.0	100.00%	\$52.99	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%

EXHIBIT B

DELIVERABLES

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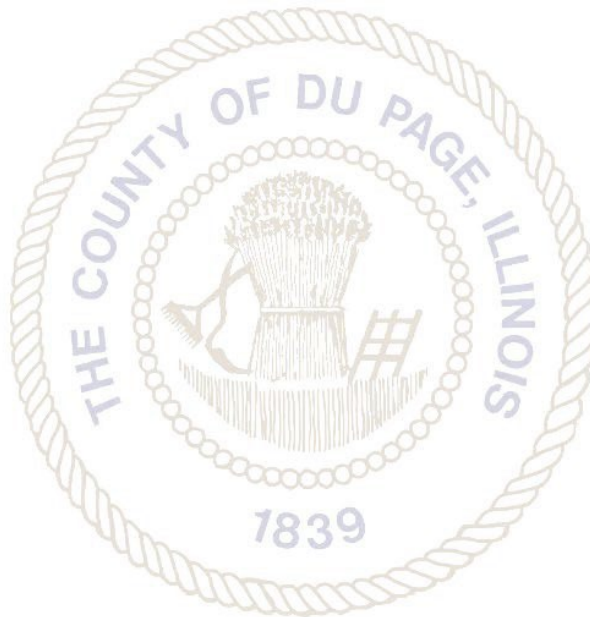


EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Ciorba Group, Inc.

PROJECT: Bloomingdale Road Bridge over CC&P RR

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$90.00	\$90.00	
Lead Structural Engineer	\$90.00	\$90.00	
Project Manager III	\$90.00	\$90.00	
Project Manager II	\$80.00	\$90.00	
Project Manager I	\$70.00	\$85.00	
Resident Engineer	\$80.00	\$90.00	
Project Engineer II	\$60.00	\$75.00	
Project Engineer I	\$60.00	\$75.00	
Lead Surveyor	\$50.00	\$68.00	
Technician III	\$50.00	\$65.00	
Engineer IV	\$50.00	\$65.00	
Technician II	\$45.00	\$60.00	
Structures Engineer III	\$45.00	\$60.00	
Engineer III	\$45.00	\$60.00	
Structures Engineer II	\$40.00	\$55.00	
Engineer II	\$40.00	\$55.00	
Engineer I	\$35.00	\$45.00	
Technician I	\$20.00	\$35.00	
CAD Manager	\$74.00	\$85.00	

Note: Maximum rate shall not exceed \$90.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on file
Signature

Date: 08/18/2025

Salvatore Di Bernardo, CEO
Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date:

EXHIBIT C

DuPage County Division of Transportation Consultant Employee Rate Listing

Consultant:

Huff & Huff, Inc. a subsidiary of GZA

Project:

21-ENVMT-07-EG / Bloomingdale Road Ridge Replacement

Classification	Rate Range		Reason for Adjustment / Addition / Deletion	
	Min	Max		
Senior Principal	\$ 90.00	\$ 90.00		
Principal	\$ 90.00	\$ 90.00		
Associate Principal III	\$ 86.00	\$ 90.00		
Associate Principal II	\$ 78.00	\$ 90.00		
Associate Principal I	\$ 72.00	\$ 83.00		
Senior Consultant I	\$ 64.00	\$ 74.00		
Senior Project Manager III	\$ 75.00	\$ 87.00		
Senior Project Manager II	\$ 63.00	\$ 73.00		
Senior Project Manager I	\$ 59.00	\$ 68.00		
Senior Landscape Architect	\$ 63.00	\$ 72.00		
Senior Planning PM	\$ 61.00	\$ 71.00		
Senior Technical Specialist II	\$ 63.00	\$ 73.00		
Senior Technical Specialist I	\$ 56.00	\$ 65.00		
CADD Designer	\$ 45.00	\$ 52.00		
Scientist PM II	\$ 54.00	\$ 63.00		
Scientist PM I	\$ 47.00	\$ 55.00		
Assistant PM Scientist	\$ 39.00	\$ 45.00		
Environmental Engineer PM II	\$ 52.00	\$ 60.00		
Environmental Engineer PM I	\$ 48.00	\$ 56.00		
Geotechnical Engineer PM I	\$ 52.00	\$ 60.00		
Assistant PM Engineer I	\$ 41.00	\$ 48.00		
Engineer I	\$ 36.00	\$ 43.00		
Scientist SI	\$ 35.00	\$ 41.00		
Scientist SII	\$ 31.00	\$ 36.00		
Technical Graphics Technician	\$ 29.00	\$ 34.00		
Architectural Historian	\$ 42.00	\$ 49.00		
Administrative Executive	\$ 54.00	\$ 63.00		
Administrative Manager	\$ 46.00	\$ 54.00		
Senior Administrative Assistant	\$ 37.00	\$ 43.00		
Senior Billing Coordinator	\$ 33.00	\$ 38.00		
Billing Administrator	\$ 26.00	\$ 30.00		

Note: Maximum rate shall not exceed \$90.00 per hour.

Signature of Authorized Agent of CONSULTANT: **Signature on file**

Date: September 24, 2025

Signature

Jeremy J. Reynolds, Associate Principal/Vice President
Print Name

Approved By COUNTY:

Date: _____

Yifang Lu, Chief Highway Engineer

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

PROJECT: Bloomingdale Road over CCP RR

[illegible]

Signature of Authorized Agent
for CONSULTANT:

Signature on file

Signature

Print Name _____

Date:

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification 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.)

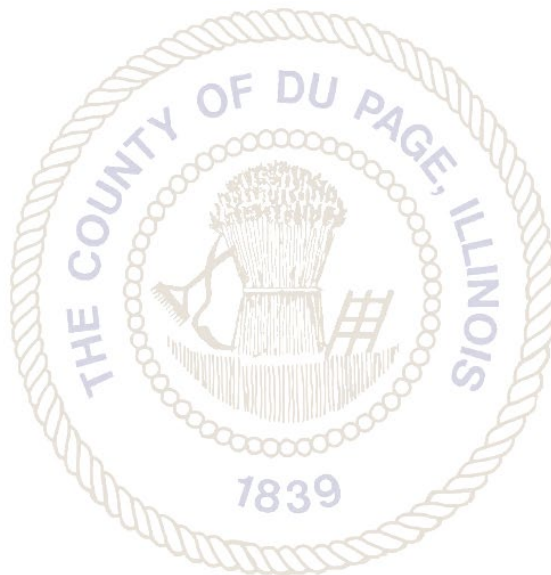


EXHIBIT D

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

The Consulting Firm of _____

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

_____ project,

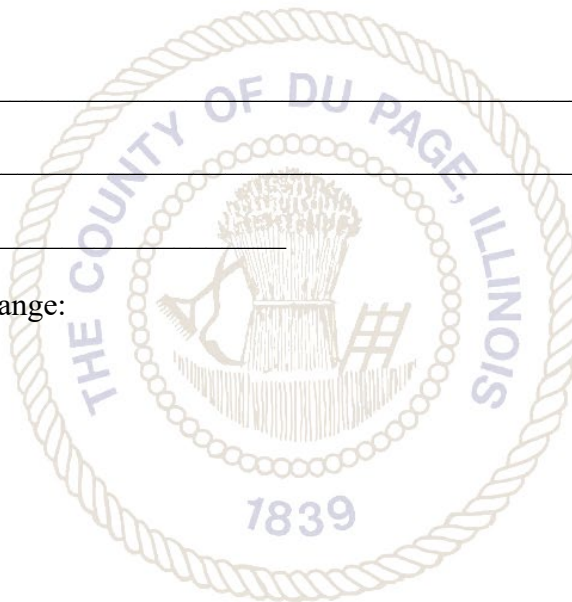
Section No. _____.

Position to be changed: _____

Person to be replaced: _____

Effective date: _____

Reason for requesting change:



Proposed Replacement (Name and Title): _____

(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)
Ciorba Group, Inc.		
☒ Prime ☐ Supplement		Date 08/15/25

Consultant
Ciorba 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	☐			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	☐			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	☐			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	☐			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☐			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	☐	2	\$65.00	\$130.00
Vehicle Rental	Actual cost (Up to \$55/day)	☐			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	☐			
Tolls	Actual cost	☐			
Parking	Actual cost	☐			
Overtime	Premium portion (Submit supporting documentation)	☐			
Shift Differential	Actual cost (Based on firm's policy)	☐			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	☐			
Project Specific Insurance	Actual cost	☐			
Monuments (Permanent)	Actual cost	☐			
Photo Processing	Actual cost	☐			
2-Way Radio (Survey or Phase III Only)	Actual cost	☐			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	☐			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	☐			
Website	Actual cost (Submit supporting documentation)	☐			
Advertisements	Actual cost (Submit supporting documentation)	☐			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	☐			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	☐			
Recording Fees	Actual cost	☐			
Transcriptions (specific to project)	Actual cost	☐			
Courthouse Fees	Actual cost	☐			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	☐			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	☐			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	☐			
		☐			
		☐			
		☐			
		☐			
		☐			
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		☐			
		☐			
		☐			
Total Direct Cost					\$130.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #
Work Order #

Huff & Huff, Inc., a subsidiary of GZA
Ciorba
200
J. Novak, J. Reynolds

Date: 09/11/25

[illegible]

ERIS Fee Schedule for GZA PACKAGE OPTIONS



\$85*/
\$120

ERIS REPORT+FIMs



\$205

**ERIS REPORT+FIMs
+CHOOSE 1 (AERs, TOPOs, CD)**



\$260

**ERIS REPORT+FIMs
+CHOOSE 2 (AERs, TOPOs, CD)**



\$285

**ERIS REPORT+FIMs
+AERs+TOPOs+CD**



\$395

**ERIS REPORT+FIMs
+AERs+TOPOs+CD+ELS**



\$590

**ERIS REPORT+FIMs+AERs
+TOPOs+CD+ELS+COT**

CD, if selected in E2–E3 includes **one** street; E4–E6 includes **two** streets.

** Price with no FIM coverage*

*Note: E1 Option – add a PSR for \$125 (no FIM coverage)/\$165 (with FIMs);
Packages E2 and above come with Physical Setting Report (PSR)*

A LA CARTE OPTIONS

Database Report	\$95	Fire Insurance Maps (FIMs)	Call
Database + PSR	\$110	Vapor Screening Tool	\$40/\$135
Environmental Lien Search (ELS)	\$145	Aerial Photo Decade Package	\$95
60-Year Chain of Title (COT)	\$335	City Directory 1 Street	\$95
ELS & COT Bundle	\$345	City Directory 2 Streets	\$115
Physical Setting Report (PSR)	\$90	Historical Topo Maps	\$95

** With E1 to E6 Package / ** with Db Report & ERIS Xplorer*

Please contact Nick Freeman at nfreeman@erisinfo.com or 585-808-7572



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba Group	N/A	N/A
☒ Prime ☐ Supplement Date <u>08/14/25</u>		

Consultant

Rubino Engineering, Inc.

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☐			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	☐			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	☐			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	☐			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☒			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	☒	7	\$65.00	\$455.00
Vehicle Rental	Actual cost (Up to \$55/day)	☐			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	☐			
Tolls	Actual cost	☐			
Parking	Actual cost	☐			
Overtime	Premium portion (Submit supporting documentation)	☒			
Shift Differential	Actual cost (Based on firm's policy)	☒			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	☐			
Project Specific Insurance	Actual cost	☐			
Monuments (Permanent)	Actual cost	☐			
Photo Processing	Actual cost	☐			
2-Way Radio (Survey or Phase III Only)	Actual cost	☐			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	☐			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	☐			
Website	Actual cost (Submit supporting documentation)	☐			
Advertisements	Actual cost (Submit supporting documentation)	☐			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	☐			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	☐			
Recording Fees	Actual cost	☐			
Transcriptions (specific to project)	Actual cost	☐			
Courthouse Fees	Actual cost	☐			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	☒	2	\$2,900.00	\$5,800.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	☒			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	☒			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	☐			
Asbestos Testing	Outside direct cost	☒	5	\$150.00	\$750.00
moisture content	In-house direct cost	☒	24	\$8.90	\$213.60
atterbergs	In-house direct cost	☒	4	\$89.00	\$356.00
hydrometer	In-house direct cost	☒	4	\$145.00	\$580.00
unconfined compression strength (Qu)	In-house direct cost	☒	1	\$120.00	\$120.00
Drill Rig Mobilization	In-House direct cost	☒	1	\$700.00	\$700.00
		☐			
		☐			
		☐			
		☐			
Total Direct Cost					\$8,974.60

If drilling is not necessary, this would be reduced to 1

If drilling is not necessary, these would not be charged

*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



Required Vendor Ethics Disclosure Statement

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

Date: 09/23/25

Bid/Contract/PO #: _____

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

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

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

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

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

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

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

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

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

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

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

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

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature _____

Printed Name _____

Melissa Bentz

Title _____

CFO

Date _____

09/23/2025

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



Required Vendor Ethics Disclosure Statement

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

Date: 09/23/2025

Bid/Contract/PO #: SN 22-00184-12-BR

Company Name: Huff & Huff, Inc., a subsidiary of GZA, Inc.	Company Contact: Jeremy J. Reynolds
Contact Phone: (630) 684-4406	Contact Email: jeremy.reynolds@gza.com

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

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

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

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

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

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

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

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

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

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

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

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature

Printed Name

Jeremy J. Reynolds

Title

Associate Principal / Vice President

Date

09/23/2025

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



Required Vendor Ethics Disclosure Statement

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

Date: 09/24/2025

Bid/Contract/PO #:

Company Name:	Rubino Engineering, Inc.	Company Contact:	Michelle Lipinski, P.E.
Contact Phone:	847-931-1555	Contact Email:	michelle.lipinski@rubinoeng.com

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

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

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

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

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

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

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

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

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

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

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

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature

Printed Name

Michelle Lipinski, P.E.

Title

President

Date

09/24/2025

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



Change Order

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

File #: 25-2492

Agenda Date: 10/21/2025

Agenda #: 7.A.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

consent
DOT 10/21
CB 10/28

Date: Oct 3, 2025

File ID #:

Purchase Order #: 5752-1-SERV	Original Purchase Order Date: Apr 12, 2022	Change Order #: 4	Department: Division of Transportation
Vendor Name: BLA, Inc.		Vendor #: 10796	Dept. Contact: Kathleen Black Curcio
Action Requested and Reason for Change Order Request: Professional Construction Engineering Services for Improvements along 75th Street, from Millbrook Drive to Greene Road, Section# 18-00233-04-SP. Extend contract expiration date to October 31, 2026 and last invoice allowed date to June 30, 2027. No change in contract encumbrance.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	\$489,433.33
B	Net \$ Change for Previous Change Order	
C	Current Contract Amount (A + B)	\$489,433.33
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New Contract Amount (C + D)	\$489,433.33
F	Cumulative Change Order Amount (B + D)	
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☒ Contract Extension Greater Than 59 Days From Oct 31, 2025 to: Oct 31, 2026 ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

This project has not been closed by IDOT. There are likely to be additional issues with IDOT to close the project. An extension of time is recommended so that BLA, Inc. can continue to coordinate the project closeout with IDOT.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 22 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by BLA, Inc. is qualified and has the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request. An extension of time to October 31, 2026 with no change in the contract amount is the recommended course of action since BLA, Inc. has completed the work to date in a satisfactory and timely manner. BLA, Inc. is in the best position to continue to provide the construction engineering for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

No change in contract encumbrance.

APPROVALS - Initials Only

kbc
Prepared By

6892

Phone Ext.

Oct 3, 2025

Date

SM7
Recommended for Approval

6910
Phone Ext.

10/7/25
Date

8
Reviewed by Procurement Officer

10/9/2025
Date

Completed by Buyer

Date



Change Order

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

File #: 25-2493

Agenda Date: 10/21/2025

Agenda #: 7.B.

Consent

Consent
DOT 10/21
CB 10/28kbo
JL**REQUEST FOR CHANGE ORDER FORM**

Procurement Services Division

Revised 10-01-2025

Date: Oct 3, 2025

File ID #:

Purchase Order #: 5638-1-SERV	Original Purchase Order Date: Jan 11, 2022	Change Order #: 5	Department: Division of Transportation
Vendor Name: HR Green, Inc.		Vendor #: 13235	Dept. Contact: Kathleen Black Curcio
Action Requested and Reason for Change Order Request: Professional Construction Engineering Services for 63rd Street/Hobson Road Sidewalk Improvements, Section# 16-00146-00-SW. Extend contract expiration date to October 31, 2026 and last invoice date allowed to June 30, 2027. No change in contract encumbrance.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting Contract Value	\$224,482.00
B	Net \$ Change for Previous Change Order	
C	Current Contract Amount (A + B)	\$224,482.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New Contract Amount (C + D)	\$224,482.00
F	Cumulative Change Order Amount (B + D)	
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☒ Contract Extension Greater Than 59 Days From Oct 31, 2025 to: Oct 31, 2026 ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

This project has not been closed by IDOT. There are likely to be additional issues with IDOT to close the project. An extension of time is recommended so that HR Green can continue to coordinate the project closeout with IDOT.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 30 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by HR Green, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request. An extension of time to October 31, 2026 with no change in the contract amount is the recommended course of action since HR Green, Inc. has completed the work to date in a satisfactory and timely manner. HR Green, Inc. is in the best position to continue to provide construction engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

No change in contract encumbrance.

APPROVALS - Initials Only

kbc 6892 Oct 3, 2025

Prepared By

Phone Ext.

Date

Recommended for Approval

Phone Ext.

Date

Reviewed by Procurement Officer

Date

Completed by Buyer

Date



Change Order

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

File #: 25-2494

Agenda Date: 10/21/2025

Agenda #: 7.C.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent
DOT 10/21
CB 10/28

Date: Oct 3, 2025

File ID #:

Purchase Order #: 3595-1-SERV	Original Purchase Order Date: Dec 1, 2018	Change Order #: 8	Department: Division of Transportation
Vendor Name: HW Lochner, Inc.		Vendor #: 12406	Dept. Contact: Kathleen Black Curcio
Action Requested and Reason for Change Order Request:	Professional Construction Engineering Services for Improvements along 55th Street, from Dunham Road to Clarendon Hills, Section# 11-00302-04-CH. Extend contract expiration date to October 31, 2026 and last invoice allowed date to June 30, 2027. No change in contract encumbrance.		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	\$860,489.66
B	Net \$ Change for Previous Change Order	\$463,775.67
C	Current Contract Amount (A + B)	\$1,324,265.33
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New Contract Amount (C + D)	\$1,324,265.33
F	Cumulative Change Order Amount (B + D)	\$463,775.67
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	53.90%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☒ Contract Extension Greater Than 59 Days From Oct 31, 2025 to Oct 31, 2026 ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

This project has not been closed by IDOT. There are likely to be additional issues with IDOT to close the project. An extension of time is recommended so that HW Lochner, Inc. can continue to coordinate the project closeout with IDOT.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Proposals were received from 31 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by HW Lochner, Inc. was most qualified and has the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request. An extension of time to October 31, 2026 with no change in the contract amount is the recommended course of action since HW Lochner, Inc. has completed the work to date in a satisfactory and timely manner. HW Lochner, Inc. is in the best position to continue to provide construction engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

No change in contract encumbrance.

APPROVALS - Initials Only

kbc	6892	Oct 3, 2025	<u>SMT</u>	6910	10/7/25
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
<u>8</u>		10/9/2025			
Reviewed by Procurement Officer	Date		Completed by Buyer	Date	



Change Order

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

File #: 25-2495

Agenda Date: 10/21/2025

Agenda #: 7.D.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent
DOT 10/21
CB 10/28

abc

Date: Oct 3, 2025

File ID #:

Purchase Order #: 5277-1-SERV	Original Purchase Order Date: May 25, 2021	Change Order #: 3	Department: Division of Transportation
Vendor Name: HW Lochner, Inc.		Vendor #: 12406	Dept. Contact: Kathleen Black Curcio
Action Requested and Reason for Change Order Request: Professional Construction Engineering Services for Improvements along Grand Avenue, from Lake Street to County Line Road, Section# 17-00272-03-SP. Extend contract expiration date to October 31, 2026 and last invoice allowed date to June 30, 2027. No change in contract encumbrance.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	\$658,972.45
B	Net \$ Change for Previous Change Order	
C	Current Contract Amount (A + B)	\$658,972.45
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New Contract Amount (C + D)	\$658,972.45
F	Cumulative Change Order Amount (B + D)	
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☒ Contract Extension Greater Than 59 Days From Oct 31, 2025 to Oct 31, 2026 ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

This project has not been closed by IDOT. There are likely to be additional issues with IDOT to close the project. An extension of time is recommended so that HW Lochner, Inc. can continue to coordinate the project closeout with IDOT.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 36 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by HW Lochner, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

An extension of time to October 31, 2026 with no change in the contract amount is the recommended course of action since HW Lochner, Inc. has completed the work to date in a satisfactory and timely manner. HW Lochner, Inc. is in the best position to continue to provide the construction engineering for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

No change in contract encumbrance.

APPROVALS - Initials Only

kbc
Prepared By

6892

Phone Ext.

Oct 3, 2025

Date

Recommended for Approval

Phone Ext.

Date

Reviewed by Procurement Officer

Date

Completed by Buyer

Date



Change Order

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

File #: 25-2496

Agenda Date: 10/21/2025

Agenda #: 7.E.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent
DOT 10/21
CB 10/28

Date: Oct 3, 2025

File ID #:

Purchase Order #: 5805-1-SERV	Original Purchase Order Date: May 10, 2022	Change Order #: 7	Department: Division of Transportation
Vendor Name: Knight E/A, Inc.		Vendor #: 11046	Dept. Contact: Kathleen Black Curcio
Action Requested and Reason for Change Order Request: Professional Design Engineering Services for Improvements along Fabyan Parkway from IL 38 to County Line Road. Section # 08-00210-03-FP. Extend contract expiration date to May 31, 2027 and last invoice date to June 30, 2028. No change in contract encumbrance.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	\$728,948.86
B	Net \$ Change for Previous Change Order	\$151,858.46
C	Current Contract Amount (A + B)	\$880,807.32
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New Contract Amount (C + D)	\$880,807.32
F	Cumulative Change Order Amount (B + D)	\$151,858.46
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	20.83%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☒ Contract Extension Greater Than 59 Days From Oct 31, 2025 to May 31, 2027 ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

This project is progressing through Phase II engineering. However, the project requires land acquisition from several property owners and subsequently has delayed completion of the project. Because the land acquisition process has taken longer than expected and Knight E/A, Inc.'s familiarity and expertise is needed to complete the project, it is staff's recommendation that a time extension be granted.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

The DOT selected Knight E/A, Inc. to provide preliminary and design engineering services for the Fabyan Parkway - IL to the County Line project. The preliminary engineering revaluation is complete. Based on the successful completion of the preliminary engineering phase, Knight E/A, Inc. has proceeded with the design plans and specifications for the project. Knight E/A, Inc. is in the best position to complete plans in a timely manner.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request. An extension of time to May 31, 2027 with no change in the contract amount is the recommended course of action since Knight E/A, Inc. has completed the work to date in a satisfactory and timely manner. DOT does not have the staff resources in order to complete design engineering on assigned projects and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

No change in contract encumbrance.

APPROVALS - Initials Only

kbc	6892	Oct 3, 2025	<u>SMT</u>	6910	10/7/25
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
<u>[Signature]</u>		10/9/2025			
Reviewed by Procurement Officer	Date		Completed by Buyer		Date



Change Order

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

File #: 25-2497

Agenda Date: 10/21/2025

Agenda #: 7.F.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent
DOT 10/21
CB 10/28

Date: Oct 3, 2025

File ID #:

Purchase Order #: 5896-1-SERV	Original Purchase Order Date: Mar 1, 2021	Change Order #: 3	Department: Division of Transportation
Vendor Name: Rush Truck Centers of Illinois, Inc.		Vendor #: 13272	Dept. Contact: Kathleen Black Curcio
Action Requested and Reason for Change Order Request: Furnish & deliver eight (8) Plow Trucks with Snow and Ice Equipment for the Division of Transportation. Extend contract expiration date to November 30, 2026 and last invoice allowed date to June 30, 2027. Decrease LN2 (FY25-1500-3510-54120) by \$647,196.00 and Establish LN3 (FY26-1500-3510-54120) w/ \$647,196.00 No change in contract encumbrance.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	\$2,347,562.00
B	Net \$ Change for Previous Change Order	\$29,152.00
C	Current Contract Amount (A + B)	\$2,376,714.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New Contract Amount (C + D)	\$2,376,714.00
F	Cumulative Change Order Amount (B + D)	\$29,152.00
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	1.24%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☒ Contract Extension Greater Than 59 Days From Nov 30, 2025 to: Nov 30, 2026 ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

DuPage County Division of Transportation ordered eight (8) plow trucks in 2022 with an expected deliver date of 2023. Due to unforeseen circumstances in the chassis build schedule, (2) of the (8) trucks have been delayed through 2024-2025 and will not be delivered until 2026.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

State of Illinois/CMS Bid Buy Contract 19-416CMS-BOSS4-P-8607

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
The Division of Transportation staff recommends this extension as the trucks are being delivered in this fiscal year.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number
No change in contract encumbrance.

APPROVALS - Initials Only

kbc
Prepared By
6892
Phone Ext.
Oct 3, 2025
Date

SM
Recommended for Approval
6910
Phone Ext.
10/7/25
Date

[Signature]
Reviewed by Procurement Officer
10/9/2025
Date

Completed by Buyer
Date



Change Order

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

File #: 25-2498

Agenda Date: 10/21/2025

Agenda #: 7.G.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent
DDT 10/21
CB 10/28

Date: Oct 3, 2025

File ID #:

Purchase Order #: 5751-1-SERV	Original Purchase Order Date: Apr 12, 2022	Change Order #: 7	Department: Division of Transportation
Vendor Name: STV, Incorporated		Vendor #: 11016	Dept. Contact: Kathleen Black Curcio
Action Requested and Reason for Change Order Request: Professional Construction Engineering Services for Intersection Improvements at 87th Street at Woodward Avenue, Section#13-00253-01-CH. Extend contract expiration date to October 31, 2026 and last invoice allowed date to June 30, 2027. No change in contract encumbrance.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	\$675,937.50
B	Net \$ Change for Previous Change Order	\$248,037.81
C	Current Contract Amount (A + B)	\$923,975.31
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New Contract Amount (C + D)	\$923,975.31
F	Cumulative Change Order Amount (B + D)	\$248,037.81
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	36.70%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☒ Contract Extension Greater Than 59 Days From Oct 31, 2025 to Oct 31, 2026 ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

This project has not been closed by IDOT. There are likely to be additional issues with IDOT to close the project. An extension of time is recommended so that STV, Inc. can continue to coordinate the project closeout with IDOT.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 22 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, relevant past work, and minority/women owned business participation. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by STV, Inc. is qualified and has the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request. An extension of time to October 31, 2026, with no change in the contract amount is the recommended course of action since STV, Inc. has completed the work to date in a satisfactory and timely manner. STV, Inc. is in the best position to continue to provide construction engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

No change in contract encumbrance.

APPROVALS - Initials Only

kbc
Prepared By

6892

Phone Ext.

Oct 3, 2025

Date

Recommended for Approval

Phone Ext.

Date

Reviewed by Procurement Officer

Date

Completed by Buyer

Date



Change Order

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

File #: 25-2489

Agenda Date: 10/21/2025

Agenda #: 7.H.

DT-P-0003B-24

**AMENDMENT TO RESOLUTION DT-P-0003A-24
ISSUED ALFRED BENESCH & COMPANY
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
GENEVA ROAD BRIDGE OVER THE WEST BRANCH DUPAGE RIVER
SECTION NO. 18-00206-10-BR
(CORRECTION OF CONTRACT AMOUNTS)**

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0003-24 on January 23, 2024 issuing a contract to Alfred Benesch & Company, for improvements at Geneva Road bridge over the West Branch of the DuPage River, Section 18-00206-10-BR; and

WHEREAS, change order DT-P-0003A-24 was approved by the DuPage County Board on September 23, 2025, increasing the contract by \$138,568.00; and

WHEREAS, due to a scrivener's error, the increase to the contract should have read \$138,658.00; for the period of January 23, 2024 through November 30, 2026, with a new contract amount of \$1,001,997.00, an increase of 16.06%.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board, that the new contract amount read \$1,001,979.00, an increase of \$138,658.00, +16.06%.

Enacted and approved this 28th day of October, 2025 at Wheaton, Illinois.

**DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD**

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

DOT 10/21
FI + CB 10/28

abc
#8

Date: Oct 3, 2025

File ID #: 25-2489

Purchase Order #: 6853-1-SERV	Original Purchase Order Date: Jan 23, 2024	Change Order #: 6	Department: Division of Transportation
Vendor Name: Alfred Benesch & Company		Vendor #: 10752	Dept. Contact: Kathleen Black Curcio
Action Requested and Reason for Change Order Request: Professional Construction Engineering Services, Geneva Road bridge over the West Branch DuPage River. Section#18-00206-10-BR. This change order to correct scrivener's errors contained in change order 5, which was approved by County Board 09/23/25. Correct starting contract value from \$859,364.00 to \$863,321.00; Correct amount of change order from \$138,568.00 to \$138,658.00; Correct new contract amount from 997,932.00 to \$1,001,979.00; and Correct percent of current and cumulative from 16.12% to 16.06%.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	\$863,321.00
B	Net \$ Change for Previous Change Order	
C	Current Contract Amount (A + B)	\$863,321.00
D	Amount of this Change Order ☒ Increase ☐ Decrease	\$138,658.00
E	New Contract Amount (C + D)	\$1,001,979.00
F	Cumulative Change Order Amount (B + D)	\$138,658.00
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	16.06%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☒ Price Shows: 997,932.00 should be: 1,001,979.00 ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

kbc	6892	Oct 3, 2025	<u>SMT</u>	6910	10/7/25
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
<u>[Signature]</u>		10/9/2025			
Reviewed by Procurement Officer	Date		Completed by Buyer	Date	



File #: DT-R-0033-25

Agenda Date: 10/21/2025

Agenda #: 8.A.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
DOWNERS GROVE TOWNSHIP ROAD DISTRICT
2025 ROAD MAINTENANCE PROGRAM
SECTION 25-03128-01-RS
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Downers Grove Township Road District (hereinafter referred to as the TOWNSHIP) are authorized by the 1970 Illinois Constitution, Article VII, Paragraph 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* to enter into agreements with each other; and

WHEREAS, the COUNTY is required to hold on deposit Township Motor Fuel Tax funds, and when authorized by the TOWNSHIP with the approval of the Illinois Department of Transportation (hereinafter referred to as IDOT), enter into contracts for improvements to TOWNSHIP roads using said Township Motor Fuel Tax funds; and

WHEREAS, the COUNTY, on behalf of the TOWNSHIP, will publish a contract proposal for Section 25-03128-01-RS (hereinafter referred to as the PROJECT) setting forth the terms, conditions and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the estimated cost of said PROJECT is \$1,149,817.38; and

WHEREAS, the COUNTY is holding on deposit \$300,000.00 in TOWNSHIP Motor Fuel Tax funds which has been authorized by IDOT for use on the PROJECT; and

WHEREAS, it is necessary for the COUNTY to pay the remaining balance of the PROJECT cost with additional funds received from the TOWNSHIP; and

WHEREAS, an Agreement has been prepared and attached hereto which outlines the project and financial responsibilities between the COUNTY and the TOWNSHIP; and

WHEREAS, said Agreement must be executed and additional funds received from the TOWNSHIP before the PROJECT may proceed.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and that the DuPage County Clerk is hereby authorized to attest thereto, the attached Agreement with the TOWNSHIP; and

BE IT FURTHER RESOLVED that the Director of Transportation or his designee, is hereby authorized to execute any and all documents necessary and pertinent to said Agreement and/or above referenced conveyances, upon review of said documents by the State's Attorney's Office; and

BE IT FURTHER RESOLVED that one (1) certified copy of this Resolution and one (1) duplicate original Agreement be sent to the Downers Grove Township Highway Commissioner, by and through the Division of Transportation.

Enacted and approved this 28th day of October, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DuPAGE
and DOWNERS GROVE ROAD DISTRICT
for DOWNERS GROVE TOWNSHIP ROAD MAINTENANCE PROGRAM
SECTION NO. 25-03128-01-RS**

This Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2025, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and Downers Grove Township Highway Department, the road district of Downers Grove Township in the County of DuPage, State of Illinois (hereinafter referred to as the "TOWNSHIP"). The COUNTY and the TOWNSHIP are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY and the TOWNSHIP are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to enter into agreements with each other; and

WHEREAS, the COUNTY is required to hold on deposit Township Motor Fuel Tax (hereinafter "MFT") Funds and when authorized by the TOWNSHIP with the approval of the Illinois Department of Transportation (IDOT), enter into contracts for improvements to township roads using said Township MFT Funds; and

WHEREAS, the COUNTY will, on behalf of the TOWNSHIP, publish a contract proposal for the TOWNSHIP's 2025 Road Maintenance Program, Section No. 25-03128-00-RS (hereinafter "PROJECT") setting forth the terms, conditions and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the estimated construction cost of said PROJECT is \$1,149,817.38; and

WHEREAS, the COUNTY is holding on deposit \$300,000.00 in TOWNSHIP MFT Funds which have been authorized by IDOT for use on the PROJECT; 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 COUNTY and the TOWNSHIP do hereby mutually covenant, promise and agree as follows:

1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
2. The COUNTY agrees to advertise, let, award and finance the construction of the PROJECT utilizing TOWNSHIP funds.
3. The COUNTY agrees to pay the PROJECT costs with authorized TOWNSHIP MFT Funds (\$300,000.00) currently held on deposit with the COUNTY.
4. The TOWNSHIP agrees to provide to the COUNTY the additional funds necessary (\$850,000.00) to pay for the construction of the PROJECT if the initial amount proves to be insufficient.
5. The TOWNSHIP further agrees to be the lead agency for design and construction engineering and will be responsible for monitoring and inspecting the work of the contractor, ordering any required material testing, project documentation and close-out and processing of contractor pay estimates all in accordance with MFT funding procedures.

BE IT FURTHER RESOLVED that this AGREEMENT shall become effective on the day on which both parties hereto have executed this document.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have each caused this AGREEMENT to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2025 at Wheaton, Illinois.

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

DOWNERS GROVE TOWNSHIP ROAD DISTRICT

Signed this _____ day of _____, 2025 at Downers Grove, Illinois.

Tom Chlystek, Highway Commissioner
Downers Grove Township Highway Department

ATTEST:

Mandy Roudebush, Township Clerk

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY DuPage County Division of Transportation	SHIP TO ADDRESS Same	RESOLUTION NUMBER
10/15/2025	NAME 421 N. County Farm Road	NAME	
DATE	ADDRESS Wheaton, IL 60187	ADDRESS	
	CITY, STATE, ZIP	CITY, STATE, ZIP	

FUND AGENCY			VENDOR NUMBER		EXPIRATION DATE	LAST INVOICE DATE	FOB	
			15479		10/31/2027	11/30/2028	Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
103-1500-3572-53819						Downers Grove Township Road Maintenance Program		850,000.00
						Section #25-03128-01-RS		
						*Additional \$300,000.00 of MFT Allotment (Custodial Funds)		
						allocated for this project*		
TOTAL								\$850,000.00

REMIT TO:		
Township of Downers Grove (Downers Grove Township Highway Department) 4340 Prince Street, Downers Grove, IL 60515		
COMMITTEE APPROVAL	DATE	DOT TO ISSUE FORMAL NOTICE TO PROCEED DO NOT SEND PO HEADER COMMENTS ***DOT-DG TWP 25-26 ROAD MNTCE PRGM ***
Transportation	10/21/25	
County Board	10/28/25	
		Signature on file DEPARTMENT APPROVAL DATE