

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. *1839*

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. Travis, 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