

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE, ILLINOIS**  
**AND EXP U.S. SERVICES INC.**  
**FOR VARIOUS PROFESSIONAL PRELIMINARY (PHASE I)**  
**AND DESIGN (PHASE II) ENGINEERING SERVICES**  
**SECTION No: 24-DEENG-06-EG**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and EXP US, Services Inc., licensed to do business in the State of Illinois, with offices at 205 S. Michigan Avenue, Suite 3600, Chicago, IL 60601; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

**RECITALS**

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

WHEREAS, the COUNTY requires professional engineering services to perform Preliminary (Phase I) and/or Design (Phase II) services (hereinafter "Project") at various locations upon request, Section #24-DEENG-06-EG (hereinafter "Work Orders"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed \$1,500,000.00; 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 professional services; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event the Work Order(s) 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, specified as Exhibit A, attached hereto. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. 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 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 shall be documented by an amendment to the originally approved Work Order, or by 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 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 Work Orders will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

### **4.0 TECHNICAL SUBCONSULTANTS**

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services

under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 7.3.

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

## **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 the Project and for any approved 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 The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by 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 approved Work Order(s) 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), or as otherwise agreed to by the COUNTY and CONSULTANT. A preliminary list of work is attached hereto as Exhibit A.

## 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 \$1,500,000.00. 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, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C.

The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C and this maximum rate will stay in effect 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 Work Order(s).

7.3.a If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only

change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct costs, which are included in the total fees referenced in paragraph 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 calling the Illinois Department of Labor at 312-793-2814 or visiting the web site at <http://www.state.il.us/agency/idol/>. 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. 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 of this AGREEMENT [or] by approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

## **8.0 CONSULTANT'S INSURANCE**

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in statutory amounts.

- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million (\$1,000,000.00) dollars 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 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, to the extent caused by, 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 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.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 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, 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 so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

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

## 16.0 TERMINATION

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

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to fulfil their obligations up to the date of

termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

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

## **17.0 ENTIRE AGREEMENT**

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

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

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

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

## **18.0 ASSIGNMENT**

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

## **19.0 SEVERABILITY**

19.1 In the event 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:

**EXP U.S. Services Inc.**

205 N Michigan Avenue, Suite 3600

Chicago, IL 60601

ATTN: Brian Umbright  
Vice President, Transportation

Phone: 312-218-6714

Email: [brian.umbright@exp.com](mailto:brian.umbright@exp.com)

**DuPage County Division of Transportation**

421 N. County Farm Road

Wheaton, IL 60187

ATTN: William C. Eidson  
County Engineer / Acting Director

Phone: 630.407.6900

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

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by 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, 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.

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

## **25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES**

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment

shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

## **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 (Edward Leonard, 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 Work Order (s) 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 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 26.3, 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.

COUNTY OF DuPAGE

EXP U.S. Services Inc.

Signature on File

Deborah A. Conroy, Chair  
DuPage County Board

Timothy Neumann, AIA NCARB  
Executive Vice President

ATTEST BY:

ATTEST BY:

Signature on File

Jean Kaczmarek, County Clerk

Signature

*BRAD L. MORGENTHAU*

Print Name

*VICE PRESIDENT, TRANSPORTATION*

Title

## SCOPE OF WORK

### VARIOUS PRELIMINARY & DESIGN ENGINEERING SERVICES

#### Section No.: 24-DEENG-06-EG

**For: DuPage County Division of Transportation**

**Dated: May 9, 2024**

#### **Project Description**

The Division of Transportation needs professional preliminary and/or design engineering services to provide support for various locally funded roadway, sidewalk, bridge, and multi-use trail projects. Tasks will be solicited on a work order basis and the work will be of an on-call, as needed nature.

#### **Assumptions**

EXP U.S. Services Inc. (EXP) will prepare individual work orders at the direction of the DuDOT Senior Project Engineer, Dan Nowak. Each work order will be customized to the scope of services required to accomplish a specific task or assignment. The scoping documents shall be submitted to the DuDOT Senior Project Engineer for review and approval. Upon execution EXP and any needed subconsultants shall provide the necessary engineering services which may include scope elements as noted in the following section.

#### **CONSULTANT SCOPE OF SERVICES**

1. Provide various engineering services for various projects throughout the County that may include the following:
  - Data Collection
  - Topographic/Field Surveys
  - Hydraulic/Drainage Studies
  - Geometric Studies
  - Safety Studies
  - Roadside Design Evaluations, including guardrails, sight distance studies, and clear zones
  - Environmental Studies
  - Preliminary Design Studies
  - Cost Estimating
  - Preparation of Project Development Report(s) or portions thereof
  - Geotechnical Investigations, including soil sampling testing and report preparation
  - Local Agency and Public Coordination
  - Utility Coordination
  - Develop Preliminary/Pre-Final/Final Plans and Specifications or portions thereof. Plans may include any number of sheets from Covers, Index/Notes/Standards, Alignment and Ties, Summary and Schedules of Quantities, Removals, Plan and Profiles, Maintenance of Traffic, Drainage and Utilities, Landscaping and Erosion Control, Pavement Markings and Signing, Cross Sections, and Specialty Plans and Details.
  - ROW and Easement Determination
  - Preparation of Plat of Highways and Legal Descriptions
  - Secure Permit Approvals

2. Provide review of design submittals, both from internal DuDOT staff and from other consultants to facilitate work to be completed in accordance with DuPage County and Illinois Department of Transportation (IDOT) Standards which may include:
  - Engineering Plans and Specifications
  - Engineer's Cost Estimates
  - Estimates of Time
  - Plats of Highways and Legal Descriptions
  - Planning or Design Reports
  - Hydraulic/Drainage Studies
  - Structural Studies
  - Supplemental Calculations
3. Assist DuPage County Division of Transportation (DuDOT) permit division with review of engineering documents associated with issuance of access, right of way or utility permitting.
4. Assist DuDOT engineering staff regarding all aspects of design work and serve as extension of DuDOT engineering team. Provide on-site staff support at the County's offices or other locations, upon request, including, but not limited to, attending office and/or field meetings, and working as in-house staff at a desk provided by the County.
5. Assistance with updates to the DuDOT's Project Manual, Engineering Detail Drawings, special provisions, and related materials.
6. Conduct staff training and development on various topics, including but not limited to IDOT and/or Federal requirements, environmental topics, software including Bentley's Open Roads/MicroStation CADD software, Bluebeam and Bluebeam Revu, survey technologies, and Unmanned Aircraft Systems (UAS).

#### **Exclusions**

The following items are not included nor anticipated in the scope of work:

- Construction Engineering or Inspection
- Value Engineering
- Bridge or Structure Inspection
- Property Acquisition Services (Appraisals, Review Appraisals, Negotiations or Relocation Agents)

#### **Work Orders**

DuPage County DOT will request work orders to perform tasks upon request. Multiple work orders may be active at any one time. Upon receipt of scoping information, EXP shall prepare the following documents and submit them to the County for review and approval:

- Scope of Work/ Understanding of Work Order on company letterhead
- Manhours for each task involved with the Work Order
- Work Order Schedule
- Appropriate 2.8 DLM Multiplier Cost Method CECS Forms BDE 3606 for EXP and its sub-consultants
- BDE 436 Direct Cost Form for EXP and sub-consultants
- Backup documentation for direct costs listed in BDE 436 Direct Cost Form

All work orders are to be initially coordinated and negotiated with Dan Nowak ([daniel.nowak@dupagecounty.gov](mailto:daniel.nowak@dupagecounty.gov)) by EXP's Project Manager, Edward Leonard. A separate DuPage County DOT staff member and/or EXP staff member may be assigned as contact to any individual work order thereafter.

No work will begin on an individual work order until approval and authorization to proceed is received by EXP from DuPage County DOT.

**EXHIBIT B**

**DELIVERABLES**

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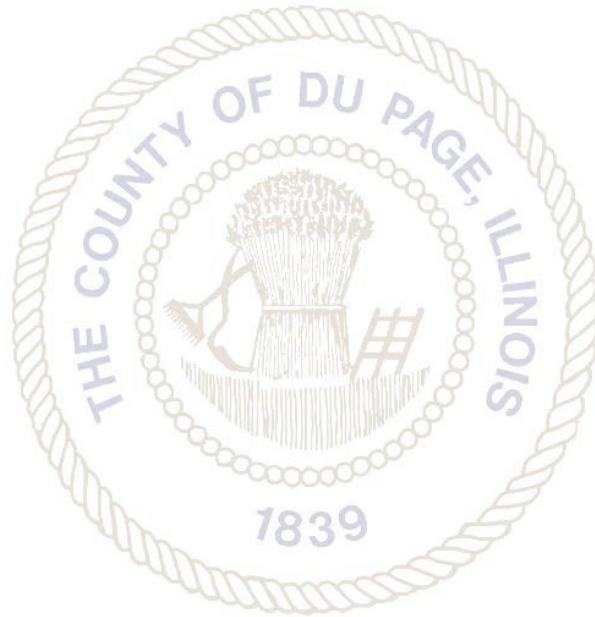


EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION  
Consultant Employee Rate Listing

CONSULTANT: EXP U.S. Services Inc.

PROJECT: Various Preliminary & Design Engineering Services

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	\$83.00	\$86.00	
Project Manager	\$75.00	\$86.00	
Engineer/Architect 1	\$30.00	\$42.00	
Engineer/Architect 2	\$42.00	\$52.00	
Engineer/Architect 3	\$50.00	\$58.00	
Engineer/Architect 4	\$55.00	\$65.00	
Engineer/Architect 5	\$62.00	\$77.00	
Engineer/Architect 6	\$75.00	\$86.00	
Technician 1	\$20.00	\$36.00	
Technician 2	\$32.00	\$48.00	
Technician 3	\$45.00	\$62.00	
Technician 4	\$60.00	\$75.00	
Administrative Assistant	\$27.00	\$45.00	
Intern 1	\$15.00	\$24.00	
Intern 2	\$22.00	\$28.00	

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

Signature of Authorized Agent  
for CONSULTANT:

# Signature on File

Date: 5-17-24

Signature  
  
Print Name

Approved By COUNTY: \_\_\_\_\_  
Yifang Lu, Chief Highway Engineer

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



**EXHIBIT C**

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

**CONSULTANT: Huff & Huff, Inc.**

**PROJECT: Various Preliminary & Design Engineering Services**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$78.00	\$86.00	
Associate Principal III	\$78.00	\$86.00	
Associate Principal II	\$72.00	\$86.00	
Associate Principal I	\$68.00	\$80.00	
Senior Consultant II	\$75.00	\$86.00	
Senior Project Manager III	\$68.00	\$78.00	
Senior Project Manager II	\$57.00	\$63.00	
Senior Project Manager I	\$53.00	\$63.00	
Senior Landscape Architect	\$59.00	\$67.00	
Senior Planning PM	\$56.00	\$66.00	
Senior Technical Specialist II	\$62.00	\$68.00	
Senior Technical Specialist I	\$55.00	\$61.00	
Senior Scientist PM II	\$57.00	\$70.00	
Senior Technical Scientist	\$54.00	\$65.00	
Scientist PM II	\$49.00	\$58.00	
Scientist PM I	\$46.00	\$50.00	
Assistant PM Scientist	\$37.00	\$42.00	
Environmental Engineer PM I	\$47.00	\$49.00	
Geotechnical Engineer PM I	\$48.00	\$55.00	
Assistant PM Engineer I	\$43.00	\$50.00	
Engineer II	\$31.00	\$34.00	
Engineer I	\$33.00	\$36.00	
Scientist SI	\$33.00	\$38.00	
Scientist SII	\$31.00	\$32.00	
Technical Graphics Technician	\$25.00	\$30.00	
Administrative Executive	\$48.00	\$55.00	
Senior Administrative Assistant	\$34.00	\$41.00	
Lead Word Processor	\$42.00	\$48.00	
Billing Administrator	\$25.00	\$29.00	

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

Signature of Authorized Agent  
for CONSULTANT:

**Signature on File** \_\_\_\_\_

Date: 05/03/2024

Signature

Margaret Panatera

Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

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

**EXHIBIT C**

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

**CONSULTANT:**       **Geo Services, Inc.**

**PROJECT:**           **Various Preliminary & Design Engineering Services**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	\$80.00	\$86.00	
Project Manager	\$70.00	\$86.00	
Senior Geotechnical Engineer	\$50.00	\$65.00	
Engineering Geologist/CADD	\$35.00	\$55.00	
Senior Project Engineer	\$40.00	\$55.00	
Project Engineer	\$35.00	\$52.00	
Field Engineer/Traffic Flagger	\$38.00	\$53.00	
Staff Engineer	\$22.00	\$35.00	
Administrative Assistant	\$28.00	\$42.00	

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

Signature of Authorized Agent

for CONSULTANT:

**Signature on File**

Date: 5/3/2024

Signature

Julian Rueda

Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

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

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION  
Consultant Employee Rate Listing

CONSULTANT: Sanchez & Associates, P.C.

PROJECT: Various Preliminary & Design Engineering Services

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal / Survey Manager	76.00	86.00	
Project Manager	54.00	75.00	
Survey Crew Chief	41.00	60.00	
Survey Instrument Person	21.00	40.00	
CAD Manager	50.00	55.00	
CAD Technician	32.00	49.00	
Office Administration	19.00	38.00	

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

Signature of Authorized Agent  
for CONSULTANT:

**Signature on File**

Date: 05/03/2024

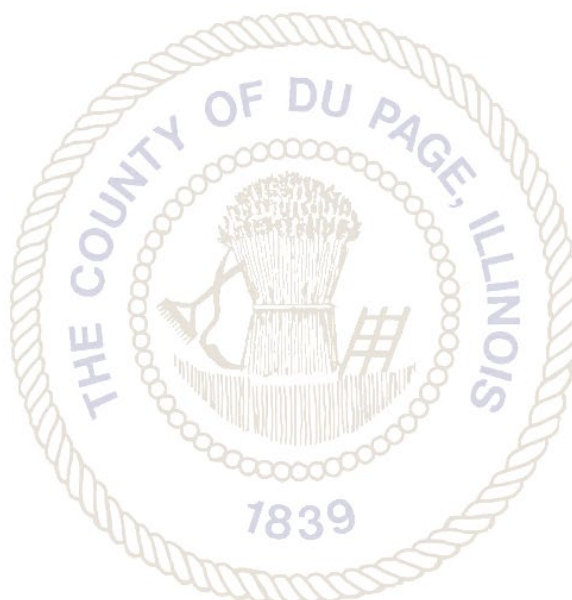
Signature  
Gerardo P. Sanchez  
Print Name

Approved By COUNTY: Yifang Lu, Chief Highway Engineer

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

### Exhibit C Notes

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



**EXHIBIT D**

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

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

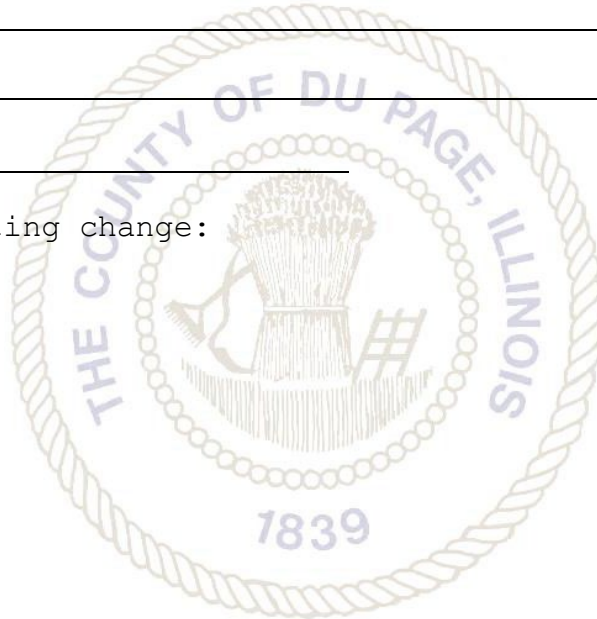
Section No. \_\_\_\_\_.

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

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

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

Reason for requesting change:



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

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



**Direct Costs Check Sheet**

Prime Consultant Name	PTB Number	State Job Number(s)
EXP U.S. Services Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement    Date _____		

Consultant  
 EXP U.S. Services Inc.

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

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Recording Fees	Actual cost	<input checked="" type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input checked="" type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input checked="" type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input checked="" type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input checked="" type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input checked="" type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$0.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



**Direct Costs Check Sheet**

Prime Consultant Name	PTB Number	State Job Number(s)
EXP U.S. Services Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>05/03/24</u>

Consultant  
 Huff & Huff, Inc. a subsidiary of GZA

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



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

\*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



E-mail      Reset Form

Prime Consultant Name	PTB Number	State Job Number(s)
EXP U.S. Services, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement    Date <u>05/03/24</u>		

Consultant  
 Geo Services, Inc.

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

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			\$0.00
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			\$0.00
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Recording Fees	Actual cost	<input type="checkbox"/>			\$0.00
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			\$0.00
Courthouse Fees	Actual cost	<input type="checkbox"/>			\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input checked="" type="checkbox"/>			\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			\$0.00
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input checked="" type="checkbox"/>			\$0.00
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input checked="" type="checkbox"/>			\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input checked="" type="checkbox"/>			\$0.00
Others	See attached	<input checked="" type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
		<input type="checkbox"/>			\$0.00
Total Direct Cost					\$0.00

\*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

GEOSERVICES  
DIRECT COSTS - Drilling and Testing

CONSULTANT: Geo Services, Inc.

PROJECT: \_\_\_\_\_

JOB NO.: \_\_\_\_\_

DATE: May 3, 2024

	Description (1)	Unit (2)
1	<b>Drilling (Based on IDOL Prevailing Wages)</b>	
2	Joint Utility Meets	HOURL
3	Support Truck	DAYS
4	Support Vehicle	DAYS
5	Overnight Delivery	EACH
6	Drilling (2 man crew) - day	HOURL
7	Drilling (2 man crew) - ATV	HOURL
8	Drilling (2 man crew) - night (full time work)	HOURL
9	Drilling (2 man crew) - ATV, night (full time work)	HOURL
10	Drilling (2 man crew) - Overtime, Sat. and night (part time)	HOURL
11	Drilling (2 man crew) - Sun. and Holidays	HOURL
12	Shelby Tube Sample - 3" diameter	EACH
13	Bentonite/Cement Grouting (materials)	FOOT
14	Rock Coring Bit Wear	FOOT
15	Rock Core Box - Cardboard	EACH
16	Low Boy - ATV Mobilization (4 hour minimum)	HOURL
17	Bridge Deck Patch	EACH
18	Signs, cones	DAY
19	Lights	DAY
20	Generator	DAY
21	Steam Cleaner	DAY
22	Flagger	HOURL
23	Flagger, OT, Sat, Night	HOURL
24	Hand Auger Crew, Clearing/Grubbing 2 Man Crew	HOURL
25	Hand Auger Crew, Clearing/Grubbing 2 Man Crew OT, Sat.	HOURL
26	Hand Auger Crew, Clearing/Grubbing 2 Man Crew Sun, Holiday	HOURL
27	Pavement Core Rig, Vehicle and 1 Man Crew	HOURL
28	Pavement Core Rig, Vehicle and 1 Man Crew OT, Sat, night	HOURL
29	Pavement Core Rig, Vehicle and 1 Man Crew Sun, Holiday	HOURL
30	Pavement Core - Bit Wear 4" diameter	INCH
31	Pavement Core - Bit Wear 6" diameter	INCH
32	Roadway Shoulder Closure - day	EACH
33	Core/Bore Patch	EACH
34	Mapping Grade GPS	DAY
35	Vane Shear Equipment	DAY
36	Railroad Permits (estimated-at cost)	LS
37	<b>Laboratory Testing (SOIL and ROCK)</b>	
38	Moisture Content (T265/D2216)	EACH
39	Routine Testing includes % Moisture, Classification & Pocket Penetrometer Test	EACH
40	Torvane Test	EACH
41	Extrude Shelby Tube	EACH
42	Atterberg Limits (Single Point) (T89 & 90/D4318)	EACH
43	Atterberg Limits (Multiple Point) (T89 & 90/D4318)	EACH
44	Particle Size Analysis, no hydrometer (T311/D6913)	EACH
45	Particle Size Analysis, with hydrometer (T88/D422)	EACH
46	No. 200 Wash Sieve Analysis (only) (T11/D1140)	EACH
47	RIMAC Compression Test (IDOT)	EACH
48	Unconfined Compressive Strength Qu (T208/D2166)	EACH
49	Dry Density (Unit Weight) (D7263)	EACH
50	Specific Gravity (Soil) (T100/D854)	EACH
51	pH of Soil (D4972)	EACH
52	Organic Content - loss on ignition (T267/D2987)	EACH
53	Organic Content - wet combustion (T194)	EACH
54	Consolidation - 16 tsf (T216/D2435)	EACH
55	Consolidation - 32 tsf (T216/D2435)	EACH
56	Triaxial Unconsolidated Undrained (UU) (3-points) (T296/D2850)	EACH
57	Triaxial Consolidated Undrained (CU) (3 points) (T297/D4767)	EACH
58	Triaxial (remolding of sample) per point	EACH
59	Hydraulic Conductivity flexible wall (permeability) (D5084)	EACH
60	Hydraulic Conductivity (remold sample) per point	EACH
61	Hydraulic Conductivity ridged wall (permeability) (D5856)	EACH
62	Moisture Density Relationship (Proctor) (T99 & 180/D698 & 1557)	EACH
63	Moisture Density (Proctor) with Oversize Correction (T224/D4718)	EACH
64	Moisture Density Relationship (Proctor) with % Lime (D558)	EACH
65	IDOT Lime Stabilized Soil Test	EACH
66	Illinois Bearing Ratio (IBR)	EACH
67	Illinois Immediate Bearing Value (IBV)	EACH
68	California Bearing Ratio CBR (T193/D1883)	EACH
69	Slag Expansion Test (D4792)	EACH
70	Soil Resistivity (Lab) (T288/G187)	EACH
71	Rock Unconfined Compressive Strength (D7012)	EACH
72	Rock Tensile Strength (D3967)	EACH
73	Topsoil Analysis (IL Dept. Ag.) pH, Wet Combustion & No. 200 Wash Sieve	EACH



**Direct Costs Check Sheet**

Prime Consultant Name	PTB Number	State Job Number(s)
EXP U.S. Services Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>05/03/24</u>

Consultant  
 Sanchez & Associates, P.C.

Item	Allowable	Utilize <small>W.O. Only</small>	Quantity <small>J.S. Only</small>	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input checked="" type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>			
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		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					

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