



DU PAGE COUNTY

Transportation Committee

Regular Meeting Agenda

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

Tuesday, August 20, 2024

10:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. STAFF RECOGNITIONS

Gardley-25 years and LeCroy-15 years

5. PUBLIC COMMENT

6. APPROVAL OF MINUTES

6.A. [24-2152](#)

DuPage County Transportation Committee Minutes-Tuesday August 6, 2024.

7. PROCUREMENT REQUISITIONS

7.A. [24-2243](#)

Recommendation for the approval of a contract purchase order to Patson, Inc. d/b/a TransChicago Truck Group, to furnish and deliver Freightliner repair and replacement parts, as needed for the Division of Transportation, for the period September 1, 2024 through August 31, 2025, for a contract total not to exceed \$15,000; per renewal option under bid award #23-064-DOT-RE, first of three options to renew.

7.B. [DT-P-0046-24](#)

Recommendation for the approval of a contract to Christopher B. Burke Engineering, Ltd., for Professional Phase I Engineering Services-Part B, for improvements along the East Branch DuPage River Trail, from St. Charles Road to the Illinois Prairie Path, Section 19-00002-07-BT, for a contract total not to exceed \$539,499. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

8. CHANGE ORDERS

8.A. [24-2135](#)

DT-P-0103A-23 Amendment to DT-P-0103-23, issued to Christopher B. Burke Engineering, Ltd., for Professional Preliminary Engineering Services along the East Branch DuPage River Trail, from Butterfield Road to the Illinois Prairie Path, to increase the funding in the amount of \$126,429, resulting in an amended contract total amount of \$1,626,429, an increase of 8.43%.

9. AMENDING RESOLUTIONS9.A. [24-2146](#)

DT-R-0090A-23 - Amendment to DT-R-0090-23, a Local Agency Agreement between the County of DuPage and the Illinois Department of Transportation for the East Branch DuPage River Trail, Section 23-0002-08-BT, to increase the County share in the amount of \$126,429.

10. PRESENTATION10.A. [24-2242](#)

FY2025 Division of Transportation Proposed Budget

11. OLD BUSINESS**12. NEW BUSINESS****13. ADJOURNMENT**



Minutes

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

File #: 24-2152

Agenda Date: 8/20/2024

Agenda #: 6.A.



DU PAGE COUNTY

Transportation Committee

Regular Meeting Agenda

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

Tuesday, August 6, 2024

10:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [24-1893](#)

DuPage County Transportation Committee Minutes-Tuesday June 18, 2024.

6. PROCUREMENT REQUISITIONS

6.A. [DT-P-0045-24](#)

Recommendation for the approval of a contract renewal to AT&T Corp., to provide analog telecommunication services, as needed for the Division of Transportation to communicate with traffic signals, for the period of August 30, 2024 through March 31, 2026, for a contract total not to exceed \$40,000, per bid # 21-104-IT.

7. CHANGE ORDERS

7.A. [24-2017](#)

DT-P-0154A-22 – Amendment to Resolution DT-P-0154-22, issued to Knight E/A, Inc., for Professional Phase II Design Engineering Services for improvements along CH 21/Fabyan Parkway, from Illinois Route 38 to the County Line, Section 08-00210-03-FP, to increase the funding in the amount of \$76,405.80, resulting in an amended contract total amount of \$805,354.66, an increase of 10.48%.

8. AWARDING RESOLUTIONS

8.A. [DT-R-0029-24](#)

Awarding Resolution to H&H Electric Company, for LED traffic signal head replacements at various locations within DuPage County, Section 24-TSUPG-08-GM, for an estimated County cost of \$329,999.42; per lowest responsible bid.

8.B. [DT-R-0030-24](#)

Awarding Resolution issued to Alliance Contractors, Inc., for the 2024 Retaining Wall Repair Program, Section 23-RETWL-04-MS, for an estimated County cost of \$354,804.00, Per lowest responsible bid.

9. AMENDING RESOLUTIONS9.A. [24-2021](#)

DT-R-0070A-23 – Amendment to Resolution DT-R-0070-23, issued to H & H Electric Company for LED traffic signal head replacements at various locations within DuPage County, Section 23-TSUPG-07-GM, to increase the funding in the amount of \$6,340.18, resulting in an amended contract total amount of \$288,325.77, an increase of 2.25%.

10. RESOLUTIONS10.A. [DT-R-0031-24](#)

Agreement between the County of DuPage and RPAI Darien, LLC, for Traffic Signal Maintenance Responsibilities at CH33/75th Street and Lyman Avenue, and at CH33/75th Street and Fairmount Avenue.

11. OLD BUSINESS**12. NEW BUSINESS****13. ADJOURNMENT**



Transportation Requisition under \$30,000

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

File #: 24-2243

Agenda Date: 8/20/2024

Agenda #: 7.A.



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Quote #23-064-DOT-RE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$14,900.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$59,900.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Patson Inc d/b/a TransChicago Truck Group	VENDOR #: 10096	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Scott Sutherland	VENDOR CONTACT PHONE: 630-279-0600	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: rssutherland@transchicago.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-65	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Requesting a purchase order to furnish and deliver freightliner repair and replacement parts on an as-needed basis for the DOT Fleet department. This contract will be effective from September 1, 2024 through August 31, 2025, for a contract total not to exceed \$15,000.00 per low quote #23-064-DOT-RE, this will be the first of three renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Repair and replacement parts for the County owned and maintained freightliner vehicles.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Patson Inc d/b/a TransChicago Truck Group	Vendor#: 10096	Dept: Division of Transportation	Division: Accounts Payable
Attn: Scott Sutherland	Email: rssutherland@transchicago.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 776 N. York St.	City: Elmhurst	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60126	State: IL	Zip: 60187
Phone: 630-279-0600	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Patson Inc d/b/a TransChicago Truck Group	Vendor#: 10096	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 1, 2024	Contract End Date (PO25): Aug 31, 2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Freightliner Repair & Replacement Parts	FY24	1500	3520	52250		5,000.00	5,000.00
2	1	EA		Freightliner Repair & Replacement Parts	FY25	1500	3520	52250		10,000.00	10,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 15,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver freightliner repair and replacement parts for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to Scott Sutherland, Bill Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE

Division of Transportation - DOT Fleet

Freightliner OEM Parts

RFQ #23-064-RE



**Patson Inc. d/b/a TransChicago
Truck Group**

Interstate Power Systems, Inc.

Item/Description	Base Cost	Price	Price
Discount (-) or Mark-up (+) for Replacement Parts	\$15,000	-15%	-10%
Total Bid Price		\$12,750.00	\$13,500.00

Notes:

Invitations Sent	4
Total Quote Responses	2



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage Division of Transportation, 180 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Patson Inc., d/b/a TransChicago Truck Group, 776 N. York St., Elmhurst, IL 60126, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a RFQ #23-064-DOT-RE quote agreement, for freightliner repair and replacement parts, which became effective on 09/01/2023 and which expires on 08/31/2024. The quote agreement is subject to a first of three options to renew for a twelve (12) month period.

The quote agreement renewal shall be effective on the date of last signature, and shall terminate on 08/31/2025.

The parties now agree to renew upon the same terms as previously agreed to, as specified in the original quote agreement.

PATSON INC., d/b/a
TRANSCHICAGO TRUCK GROUP

THE COUNTY OF DUPAGE

Signature on File

Signature on File

SIGNATURE

SIGNATURE

R. Scott Sutherland

Roula Eikosidekas

PRINTED NAME

PRINTED NAME

General Manager

Highway Maintenance Coordinator

PRINTED TITLE

PRINTED TITLE

7/15/2024

7/23/24

DATE

DATE

PRICING:

DuPage County DOT expects an annual expenditure of \$15,000. Dollar amount is estimated, and orders will be placed on as-needed basis with quantities specified at the time orders are placed.

The vendor shall provide a firm % markup or discount based on price for the goods and services listed in the specifications and/or pricing table below.

- Percentage mark-up or discount shall remain firm for the term of the contract.
- It shall be the responsibility of the vendor to provide current catalog pricing at the time of order.
- All Invoices shall be accompanied with current catalog price list and percent of mark-up or discount applied at the time of purchase.
- Delivery charges shall be included in the unit price of each item.
- Pricing shall include all labor, materials, and incidentals (shop supplies, standard nuts and bolts, fuel surcharges etc...).
- Additional charges will not be accepted.

SPECIFICATIONS

DuPage County Department of Transportation is seeking a vendor to furnish and deliver GENUINE FREIGHTLINER REPAIR & REPLACEMENT PARTS and accessories.

PRICING TABLE

Expenditure shown is an estimate only and is intended to provide a basis for establishing % markup/discount.

Description	Base Cost	Percent (+ or -) from the List Price	Extension after percent calculation
Genuine Freightliner Repair & Replacement Parts	\$15,000.00	-15%	\$ 12,750
TOTAL BID PRICE			\$ 12,750



Required Vendor Ethics Disclosure Statement

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

Date: 7/22/2024

Bid/Contract/PO #: #23-065-DOT-RE

Company Name: Patson Inc., d/b/a TransChicago Truck Group	Company Contact: Scott Sutherland
Contact Phone: 708-774-9637	Contact Email: rssutherland@transchicago.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: **Signature on File**

Printed Name: R. Scott Sutherland

Title: General Manager

Date: 7/22/2024

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0046-24

Agenda Date: 8/20/2024

Agenda #: 7.B.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR
PROFESSIONAL PHASE I ENGINEERING SERVICES-PART B
FOR THE EAST BRANCH DU PAGE RIVER TRAIL
FROM ST. CHARLES ROAD TO THE ILLINOIS PRAIRIE PATH
SECTION 19-00002-07-BT
(CONTRACT TOTAL NOT TO EXCEED \$539,499.00)

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

WHEREAS, the COUNTY requires professional Phase I preliminary engineering services for the East Branch DuPage River Trail (EBDRT), from St. Charles Road to the Illinois Prairie Path, Section 19-00002-07-BT; and

WHEREAS, Christopher Burke Engineering, Ltd. (hereinafter “CONSULTANT”) has experience and expertise in this area and is in the business of providing such professional preliminary Phase I engineering services, and is willing to perform the required services for an amount not to exceed \$539,499.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.* and Section 2-353(1)(a) of the DuPage County Procurement Code; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, for a contract period of August 27, 2024 through October 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Christopher B. Burke Engineering, Ltd. be hereby accepted and approved for a contract total not to exceed \$539,499.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018, by and through the Division of Transportation.

Enacted and approved this 27th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID #: 24-2005	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$539,499.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/20/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$539,499.00
	CURRENT TERM TOTAL COST: \$539,499.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Christopher B. Burke Engineering, LTD.	VENDOR #: 10234	DEPT: Division of Transportation	DEPT CONTACT NAME: William C. Eidson
VENDOR CONTACT: Michael J. Matkovic	VENDOR CONTACT PHONE: 847-823-0500	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupagecounty.gov
VENDOR CONTACT EMAIL: mmatkovic@cbbel.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Phase I Engineering Services - Part B - for the East Branch DuPage River Trail from St. Charles Road to the Illinois Prairie Path (Segment 1). Section No. 19-0002-07-BT, for a contract total not to exceed \$539,499.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide professional preliminary and design engineering services for the East Branch DuPage River Trail from Great Western Trail to IL 56 (Butterfield Road) project in Glen Ellyn and Lombard.			

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest for preliminary and design engineering were sent to firms throughout the industry. Statements of Interest were received from 27 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any sub consultants, experience of key personnel, understanding of the project, and strategies to ensure timely completion of the project. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Christopher B. Burke Engineering, LTD, (CBBEL) was the most qualified and had the staff available to perform the work on behalf of the County. CBBEL has completed an initial feasibility to define alignment corridors and Part A of the Phase I design engineering.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Christopher B. Burke Engineering, LTD. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Christopher B. Burke Engineering, LTD, is the most qualified and has completed prior corridor feasibility study to the satisfaction of the County and Part A Phase I design engineering. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION

Select an item from the following dropdown menu to justify why this is a sole source procurement.

NECESSITY AND UNIQUE FEATURES

Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.

MARKET TESTING

List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.

AVAILABILITY

Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: DOT Finance	Division:
Attn:	Email:	Attn:	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Christopher B. Burke, LTD.	Vendor#: 10234	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: ACH	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 27, 2024	Contract End Date (PO25): Oct 31, 2026

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		FY24-19-00002-07-BT	FY24	1500	3500	54040	EBDRT_GW T_56	100,000.00	100,000.00
2	1	EA		FY25-19-00002-07-BT	FY25	1500	3500	54040	EBDRT_GW T_56	300,000.00	300,000.00
3	1	EA		FY26-19-00002-07-BT	FY26	1500	3500	54040	EBDRT_GW T_56	139,499.00	139,499.00
										Requisition Total	\$ 539,499.00

FY is required, ensure the correct FY is selected.

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Phase I Engineering Services - Part B - for the East Branch DuPage River Trail from St. Charles Road to the Illinois Prairie Path (Segment 1). Section No. 19-0002-07-BT, for a contract total not to exceed \$539,499.00
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date 11/30/27 Send copy of PO via email to DOTFinance@dupagecounty.gov & Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE
and CHRISTOPHER B. BURKE ENGINEERING, LTD.
PROFESSIONAL PHASE I ENGINEERING SERVICES
for THE EAST BRANCH DUPAGE RIVER TRAIL - PART B NORTH
from ST. CHARLES ROAD TO ILLINOIS PRAIRIE PATH (SEGMENT I)
SECTION NO. 19-00002-07-BT**

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 Christopher B. Burke Engineering, Ltd., licensed to do business in the State of Illinois, with offices at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018 (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional Phase I preliminary engineering services for the East Branch DuPage River Trail (EBDRT) from St. Charles Road to the Illinois Prairie Path, Section: 19-00002-07-BT (hereinafter referred to as PROJECT-PART B NORTH); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional preliminary-Phase I engineering services and is willing to perform the required services for an amount not to exceed \$539,499.00 for PROJECT-PART B NORTH; and

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

WHEREAS, the COUNTY has developed an Environmental Roadway Design dated July 2001 and is incorporating said design into all projects. The CONSULTANT acknowledges the necessary resources to comply with the Environmental Roadway Design are included in this scope of work; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event the PROJECT-PART B NORTH 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. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT-PART B NORTH.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

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

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the County Engineer, in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

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

- 3.2 In addition to the Notice to Proceed, the County Engineer, 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 Exhibit A 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 County Engineer 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 PROJECT-PART B NORTH.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT-PART B NORTH after the COUNTY issues its written Notice to Proceed after the execution of the AGREEMENT. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT-PART B NORTH within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by October 31, 2026, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

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

7.0 COMPENSATION

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

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$539,499.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed by the CONSULTANT, the COUNTY shall pay a cost-plus fixed fee of \$539,499.00. This total fee includes any and all direct labor, direct costs, overhead and the fixed fee, which are all costs the CONSULTANT will be compensated for in its performance of the work defined in Exhibit A. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT-PART B NORTH.

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. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.
- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in

whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.9 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

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

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

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be

purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall, to the extent permitted by law indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees from defending through the selection and use of their own

agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

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

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

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

AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

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

11.0 BREACH OF CONTRACT

11.1 Either party's failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. 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.

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 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, 2026, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before October 31, 2026.

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

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

16.0 TERMINATION

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

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

Christopher B. Burke, LTD.

9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

ATTN: Michael Matkovic, P.E.
Vice President

PHONE: 847.823.0500

EMAIL: mmatkovic@cbbel.com

DuPage County Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187

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

PHONE: 630.407.6900

EMAIL: William.eidson@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.

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT

shall not make any determination relating to the selection of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 The CONSULTANT'S key personnel specified in the AGREEMENT Michael Matkovic, Vice President, shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (EXHIBIT D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT-PART B NORTH with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT-PART B NORTH to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT-PART B NORTH.

(remainder of page left intentionally blank)

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

COUNTY OF DUPAGE

CHRISTOPHER B. BURKE, LTD.

Deborah A. Conroy, Chair
DuPage County Board

BY: **Signature on File** _____

Print Name: Michael Kerr

Title: President

ATTEST BY:

Jean Kaczmarek
County Clerk

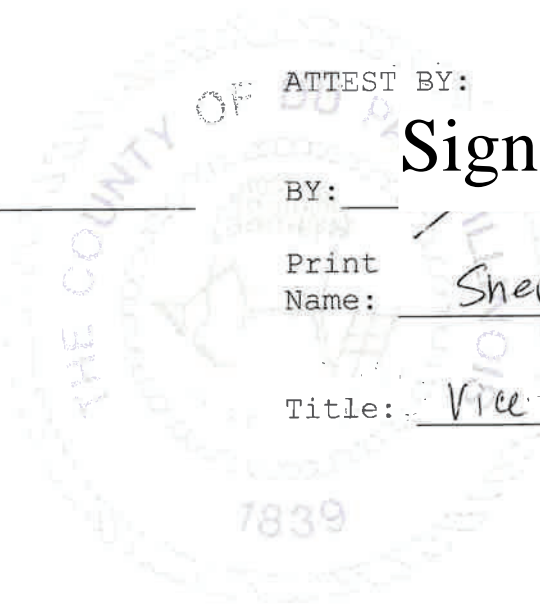
ATTEST BY:

Signature on File

BY: _____

Print Name: Sherry Sporina

Title: Vice President/Director of Marketing





ST. CHARLES ROAD TO ILLINOIS PRAIRIE PATH
PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

There are several property owners and complex ROW boundaries and easement overlays within the study area that are an important factor in design development. CBEL will establish the existing right-of-way along the EBDRT within the identified survey limits, based on monumentation found in the field, and based on available plats of highways, subdivision plats and any other available information.

Utility Coordination:

CBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including watermain, gas, electric, cable, etc. CBEL will compile all Utility Atlas information into a base map. Locations of existing utilities/obstructions/systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE coordination, which is typically limited to public right-of-way and limited areas adjacent to public right-of-way.

Base Mapping:

CBEL will compile all of the above information into base maps at 1"=20' scale and tied to the existing DuPage County 1' contour mapping, that is representative of existing conditions for the Preferred Alternative location for use in developing the detailed plan, profile and cross sections for the Preferred Alternative, and for completion of the Phase I Study.

Task 3 – Alternatives Analysis and Preliminary Plans

"Part A" concluded with the Tollway and DuPage County entering a Memorandum of Understanding (MOU) to complete a detailed evaluation of the I-355 viaduct under UPRR for the EBDRT crossing. The goal of the Phase I Study is to evaluate the I-355 underpass to the level of design required to obtain concurrence from the Tollway and UPRR for its use. The I-355 underpass alternatives evaluation will include:

- Confirm design criteria,
- Evaluate near-term improvement on I-355,
- Consider Tollway operations and potential future I-355 conditions,
- Identify utility conflicts and other notable impacts.

Coordination with the Tollway and UPRR is expected to continue into Phase II Design Engineering to obtain permit approval.

After the alternatives analysis is complete, a complete set of preliminary EBDRT plans, profiles, and cross-sections will be prepared for the Preferred Alternative. The plan and profile sheets for the Preferred Alternative are anticipated to be prepared at 1" = 20' scale. Cross sections will be prepared approximately every 100' along the EBDRT alignment.

Based on the agreed typical section for the EBDRT, CBEL will prepare the Phase I plan and profile sheets for the Preferred Alternative showing existing and proposed horizontal and vertical geometry, along the EBDRT alignment. Additional proposed cross-sections will be prepared at sensitive locations or near grade-controlling features to determine level of impact and/or to ensure impact avoidance. Cross-sections will be developed utilizing the survey completed by SPACECO, INC. and supplemented



ST. CHARLES ROAD TO ILLINOIS PRAIRIE PATH

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

with DuPage County 1' LiDAR contour mapping as/if required. Prepared cross-sections will show existing right-of-way (as applicable), existing grade, proposed grade (top surface only) and any (if any) proposed right-of-way and easements where necessary.

This task will also include development of a detailed cost estimate for the Preferred Alternative that will be included in the Phase I tech memo.

This task includes responding to any agency or public comments received on the plans, profile, and cross-sections. This task also includes updating the preliminary engineer's estimate of cost to reflect changes to the proposed improvement plan.

Task 4 – Environmental Analysis and Coordination

This work task includes completion of environmental field review, analysis, and coordination to complete Phase I Engineering to set up for future permitting. However, no submittals or coordination with IDOT or FHWA will be completed. Environmental surveys, analyses, and coordination will be completed by CBBEL. The following work will be completed as part of this task:

Special Land Review: It is understood that no federal funds or FHWA involvement are anticipated for the proposed improvements. Although the EBDRT will be constructed on FPDDC property, it is also anticipated that FPDDC will agree to be a non-participating project co-sponsor. Although a USACE permit will be required, since the project is advancing without federal funds, it is assumed that a separate Section 4(f) evaluation for potential impacts to public lands will not be required.

Special Waste Review: A special waste evaluation of the project area will be completed by CBBEL, which will be documented via preparation of an abbreviated Preliminary Environmental Site Assessment (PESA) technical memorandum. The results of the abbreviated PESA tech memo will identify areas of Recognized Environmental Conditions (RECs) for avoidance or which may require more detailed testing during subsequent Phase II engineering. PESA services include a cursory field investigation in which all parcels within and immediately adjacent to the project site are visited to look for evidence of RECs such as underground and above-ground storage tanks, leaking underground storage tanks, the historic presence of hazardous waste handling and/or storage sites, historic hazardous waste spills, potential contaminated soils, pavement staining, malfunctioning transformers, solid waste or other adverse site conditions such as noxious odors or tenants likely to be using or handling hazardous substances. A database search is completed for known tenants and addresses to identify any known presence or release of toxic or hazardous substances into the environment within the project site as reported to federal and state regulatory agencies. A review of past aerial photography and topographic maps is also performed to identify changes in historic land uses or past tenants that may have used or released toxic or hazardous substances. An abbreviated tech memo is compiled to present the results of the PESA investigation for approval by the County.



ST. CHARLES ROAD TO ILLINOIS PRAIRIE PATH

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

Waters of the US/Wetland Verification: Waters of the US/wetland delineations were previously completed in 2019 and 2020 for portions of the study area as part of the Alignment Study, and one comprehensive letter report was prepared from north of St Charles Road to Butterfield Road.

Under the DuPage County Countywide Stormwater & Floodplain Ordinance, wetland boundaries are valid for two years after the date of DuPage County verification. Phase I completion is anticipated in 2025-2026, and Phase II completion is anticipated in 2026-2027 depending on land acquisition. Therefore, due to the age of the previous delineation, updated waters of the US/wetland delineations will be required for Phase II permitting and the delineation and verification will be deferred until Phase II to meet the DuPage County verification requirements for permitting. No Waters of the US/Wetland delineation update or verification will occur under this Phase I contract, and the 2019 wetland delineation will be used for Phase I planning.

Wetland Impact Evaluation: Waters of the US/wetland impact evaluation (WIE) will be deferred to Phase II permitting.

Threatened & Endangered Species Consultation: CBBEL will submit a request for Threatened & Endangered (T&E) species consultation and notifications of regulatory compliance with the Illinois Department of Natural Resources (IDNR) via the Ecological Compliance Assessment Tool (EcoCAT) and complete the online US Fish and Wildlife Service (USFWS) T&E species consultation process via the Information for Planning and Consultation (IPaC) website.

Based on our current knowledge of the project corridor, we have included an Eastern Prairie Fringed Orchid survey and Bridge/Structure Bat Assessment (with respect to the Northern Long-Eared Bat) as separate tasks below. Additional agency coordination may be required to address the potential presence of additional T&E species or associated habitat to complete the consultation process. We have included time for approximately 2 days of field reconnaissance to comment on the potential presence of T&E species and associated habitat and prepare a memorandum of findings to address expected IDNR or USFWS comments.

A separate contract will be prepared to cover the cost of additional services if additional biological surveys, a Biological Assessment, or Incidental Take Authorization are required to complete the consultation process.

Eastern Prairie Fringed Orchid Survey: The Eastern Prairie Fringed Orchid (EPFO) is a federally threatened and state/Illinois endangered flowering plant. Based on the waters of the US/wetland delineations previously completed for the project corridor, high quality wetlands were identified at Churchill Woods Forest Preserve. High quality wetland areas may provide EPFO habitat. Guidelines for evaluating potential habitat and a timeframe for performing EPFO field surveys in northeastern Illinois have been developed by the USFWS.



EAST BRANCH DUPAGE RIVER TRAIL

ST. CHARLES ROAD TO ILLINOIS PRAIRIE PATH

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

EXHIBIT A
Page 5 of 39

If the proposed improvements could potentially impact high quality wetlands (based on the wetland delineation update), CBBEL will determine if the high-quality wetlands meet EPFO search criteria. If the EPFO search criteria are met, CBBEL will complete an EPFO field survey in accordance with USFWS protocol. EPFO field surveys are to be performed on three non-consecutive days in June/July when the EPFO generally blooms. This task includes the field survey, summary memorandum, and coordination.

Bridge/Structure Bat Assessment: In accordance with the latest Northern Long-Eared Bat (NLEB) guidance from IDOT, CBBEL will complete a Bridge/Structure Bat Assessment (BBA) at applicable bridges and culverts (e.g., culverts with a vertical opening ≥ 48 -inches) within the study limits.

Based on a review of the IDOT Bridge/Structure Information website and coordination completed to date, we estimate that there are five (5) bridges/culverts that will require a BBA along the project corridor (culvert in Churchill Woods, Crescent Blvd over I-355, UPRR over I-355, Hill Ave over I-355, and GWA access road over outlet). This scope includes coordination, fieldwork, photo log, location map, and BBA form. Two CBBEL staff will complete the BBA fieldwork.

This scope assumes that the bridge/structure components that need to be viewed as part of the BBA will be accessible/visible (e.g., a boat will not be required). This task does not include equipment rental or shoulder/road closure. This task does not include a bat survey (e.g., mist-netting) or acoustic monitoring.

Cultural and Archaeological Resource Coordination: CBBEL will initiate consultation with the Illinois State Historic Preservation Office (SHPO) to obtain project clearance with respect to cultural and archaeological resources. The proposed project must take into consideration the effect the project may have on any property listed or eligible for listing on the National Register of Historic Places. This task includes consultation with the SHPO regarding the identification of National Register eligible and listed cultural resources and archeological sites, the project's Area of Potential Effects (APE), and coordination with the SHPO should a Phase I Archaeological Survey be required. Project documentation is anticipated to include a cover letter, exhibits, and photo log of bridges, applicable culverts, and other above-ground structures within the APE. This task includes one APE field visit.

The following Acts and Policies will be addressed as part of the SHPO consultation:

- Section 106 of the National Historic Preservation Act of 1966 (as amended)
- Archaeological and Paleontological Resources Protection Act
- Human Remains Protection Act
- Illinois State Agency Historic Resource Preservation Act (Section 707)

Note: Per coordination with the FPDDC, the Illinois State Archaeological Survey (ISAS) indicated there are no listed archaeological sites in Churchill Woods Forest Preserve, but there are several within a mile of the preserve, and ISAS suggested an archaeological survey of the proposed EBDRT location. This task includes coordination to complete an archaeological survey. The anticipated cost for the archaeological survey is included in the cost estimate as an outside direct cost by others.



EAST BRANCH DUPAGE RIVER TRAIL

ST. CHARLES ROAD TO ILLINOIS PRAIRIE PATH

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

EXHIBIT A
Page 6 of 39

Task 5 – Drainage Analysis and Reports:

It is assumed that the Illinois Tollway and other local agencies will require an abbreviated Drainage Technical Memorandum (DTM) for locations where the EBDRT has impacts on the Tollway or other local agency right-of-way, for review and approval. The DTM will include a review of existing and proposed drainage patterns within the right-of-way to demonstrate that existing drainage patterns will be maintained (as appropriate) and that any additional stormwater runoff based on added impervious area will be appropriately addressed in accordance with the DuPage County Stormwater Management Ordinance and other Best Management Practices. On this basis, it is assumed that one combined DTM will be prepared for:

- I-355 Underpass and Tollway right-of-way (for Tollway approval)
- Churchill Woods from St. Charles Road to Crescent Blvd. (for DCSM/FPDDC approval)
- GWA property from Hill Avenue to IPP (for DCSM/Glen Ellyn/Lombard approval)

It is assumed that the proposed EBDRT will meet all conditions to be exempt from Site Runoff Storage and Post Construction Best Management Practices requirements as stated in the DuPage County Countywide Stormwater & Floodplain Ordinance.

No EBDRT crossings are anticipated as part of this Phase I Study. Therefore, no hydraulic modeling nor Hydraulic Reports are expected.

Task 6 – Structural Analysis and Reports

This task includes completion of all required structural analysis and reports for the EBDRT Preferred Alternative for review and approval as part of Phase I Engineering.

Based on the previous results of the EBDRT Alignment Study and Tollway coordination, the following structural analysis and reports are anticipated to be required by location, contingent upon the final Preferred EBDRT alternative identified as part of Phase I Engineering:

- Bridge Condition Report and Alternatives Analysis: I-355 Underpass (Crescent Blvd, UPRR, and Hill Ave.) for coordination with Tollway and UPRR
- Preliminary TSL for EBDRT at I-355 Underpass (showing near-term and future add lane use)
- Preliminary TSL for EBDRT retaining walls adjacent to I-355 underpass
- Concept designs for additional retaining walls south of Hill Avenue adjacent to GWA property
- Preliminary TSL for pedestrian bridge over GWA outlet
- Preliminary TSL for pedestrian bridge connection at IPP

Full structural plans are deferred to Phase II.

Geotechnical Investigations

For modifications of existing bridges and/or new retaining walls near existing bridges, locations of new retaining walls or new elevated boardwalks, structural borings will be required to complete the TSL drawings. The anticipated cost for geotechnical investigations is included in the cost estimate as an outside direct cost by TSC.



ST. CHARLES ROAD TO ILLINOIS PRAIRIE PATH
PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

Task 7 – Initial UPRR, ICC, and ComEd Petitions

This task includes the Public Project Highway-Rail Crossing Submittal to the UPRR and follow-up coordination during the Phase I Study for up to 24 months per the UPRR Public Projects Manual (PPM) schedule, including:

- A. The Concept Layout (Plans and Site Pictures) and
- B. 30% Plans submittal to the UPRR (applicant concept comment response, design plans, project Specifications list, drainage report and plan, detailed Highway-Rail Crossing layout).
- C. Coordination with the UPRR is expected to continue into Phase II Design Engineering to obtain Final Plans approval.

There is a wide range of management and design review costs per UPRR PPM Table 11.1. The “General Maintenance Bridge Roadway Work” or “Grade Separation (RR Under)” estimate was used for this Phase I Engineering estimate (\$25,000), and the initial UPRR preliminary engineering fee is included in the cost estimate as a direct cost. Any additional UPRR review fees will be processed as a supplement.

This task also includes submittal of the ComEd ROW real estate petition and follow-up coordination to gain concurrence to use ComEd real estate and easements for the EBDRT.

Task 8 – Agency Coordination

Coordination as required for review/approval of the EBDRT proposed improvement plans is anticipated with:

- Tollway (2)
- Glenbard Wastewater Authority (GWA, 2),
- Forest Preserve District of DuPage County (FPDDC, 2),
- DuPage County Stormwater Management (DCSM, 2),
- ComEd (2),
- Village of Glen Ellyn (1), and
- Village of Lombard (1).

For purposes of estimating the level of effort required for agency coordination requiring preliminary plan concurrence, it is assumed that two (2) meetings will occur with the Tollway, GWA, FPDDC, DCSM, and ComEd while one (1) meeting will occur with ComEd, Village of Glen Ellyn, and Village of Lombard for a total of (12) agency coordination meetings.

Task 9 – Public Involvement

Stakeholder coordination will be an essential component to ensure that all existing deficiencies and stakeholder concerns are identified and addressed as part of the development and evaluation process. While an integral part of the Alignment Study, no follow-up Steering Committee Meetings are anticipated since different key stakeholders have been identified for the Phase I Study.

Website Updates



ST. CHARLES ROAD TO ILLINOIS PRAIRIE PATH
PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

The EBDRT project website is anticipated to be updated bi-annually with project material during the study to provide the public with project information (up to 4 updates).

Public Information Meeting

One Public Information Meeting (PIM) is anticipated to be held as part of Phase I Engineering.

The PIM will be held to present the EBDRT proposed improvement plans near the conclusion of the Phase I Study. The PIM provides an opportunity for a larger cross section of project stakeholders to provide their comments on the proposed improvement plan and design elements.

The work associated with preparing for and holding the PIM includes the follow:

- CBBEL will determine PIM meeting date, time, and platform/ format. The PIM will be set up in-person in an open house format with meeting material posted to the project website as well.
- CBBEL will prepare the meeting notifications, which may include invitation letters to key stakeholders and public officials, DuDOT and FPDDC website announcements, public notices posted at various locations including DuDOT and FPDDC offices, adjacent communities, and postcards to nearby property owners along the EBDRT.
- CBBEL will prepare the PIM brochure to describe the project, PIM website information, and input being requested.
- CBBEL will prepare the comment response form or survey to collect feedback.
- DuDOT will create the mailing list of key stakeholders and surrounding property owners.
- DuDOT will post, print, and send the PIM notifications, postcards, invitation letters, brochures and comment forms to recipients.
- CBBEL will prepare the PIM display exhibits and narratives.
- CBBEL will compile a list of the comments received and responses to comments to post on the webpage at the end of the comment period.
- A summary of the PIM will not be prepared for distribution or for inclusion in the tech memo.

Task 10 – Phase I Tech Memo

The project is non-federal, and an abbreviated technical memorandum will be used for internal documentation purposes. This task will involve integration of project data, project related text, maps, and engineering studies for County concurrence. Specifically, this work item will include the following:

- Prepare exhibits including location map, environmental base maps, typical sections, and proposed improvement plan exhibits
- Description of applicable Design Criteria and documentation of any (if any) Design Exceptions approved by the County/Tollway
- Documentation of all environmental coordination and permit requirements
- Documentation of stakeholder and agency coordination
- Submittal of the Phase I tech memo to DuDOT for approval.

Copies of the final approved tech memo will be prepared in digital format.



EAST BRANCH DUPAGE RIVER TRAIL
ST. CHARLES ROAD TO ILLINOIS PRAIRIE PATH
PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

EXHIBIT A
Page 9 of 39

Task 11 – Project Management and Coordination

This task includes overall project coordination with DuDOT not included in other tasks, as well as project management. Project management includes preparation of monthly status reports, and internal project coordination over the course of the anticipated 24-month Phase I Engineering schedule. Twelve (12) bi-monthly DuDOT coordination meetings are anticipated to be required for the project development process.



**East Branch DuPage River Trail
St. Charles Rd to IPP Work Hour Estimate**

TASK		CBBEL Workhours
EBDRT from St. Charles Road to IPP Phase I Study		
1	Data Collection	
a	Review and update GIS Database	8
b	Field review of key project elements and features, areas of concern/constraint for FPDDC, UPRR, and GWA coordination (2 ppl x 8 hrs)	16
c	Review flood frequency elevation data from EBDR Regulatory FEQ Model PVSTATS output for trail flood frequency protection determination/iterations	8
		32
2	Survey, ROW, and Utility Coordination	
a	Survey Coordination (see separate subconsultant proposal as direct cost)	8
b	Existing Right-of-Way Coordination	60
c	Utility Coordination	28
d	Base Mapping (1"=20' scale)	8
		104
3	Alternatives Analysis and Preliminary Plans	
a	Confirm design criteria	4
b	Preliminary design of horizontal and vertical alignment	48
c	Identify utility conflicts and other notable impacts	8
d	Compile and report design exceptions for DuDOT and Tollway concurrence	12
e	Preliminary plan sheets will include:	
f	Typical Sections (at FPDDC Ranger Driveway, along Ex FPDDC Path, along new FPDDC Path, under Crescent, UPRR, Hill, for near-term and future add-lanes, along Hill, at GWA)	48
g	Trail and Drainage Plan and Profile (1"=20' horizontal, 1"=5' vertical) approximately 1.3 miles and 3 crossing/connections at Crescent, Hill, IPP)	96
h	Existing and Proposed cross sections at 100' intervals plus critical locations (estimate 70 cross sections at 1/2 hour each on average)	35
i	Tollway Near-Term Exhibits for UPRR/Tollway Coordination (6 bridges & new retaining walls near I-355)	30
j	Tollway Future Add-Lanes Exhibits for UPRR/Tollway Coordination (6 bridges & new retaining walls near I-355)	30
k	Develop Preliminary Engineer's Estimate of Probable Costruction Cost	24
l	Revise preliminary plans based on agency review comments	80
m	Revise cross sections based on agency review comments	36
n	Update Engineer's Estimate of Probable Costruction Cost	24
		475
4	Environmental Analysis and Coordination	
a	Special Land Review	20
b	Special Waste Review	60
c	Waters of the US/Wetland Verification and WIE deferred to Phase II	0
d	Threatened & Endangered Species Consultation	81
e	Eastern Prairie Fringed Orchid Survey	73
f	Bridge/Structure Bat Assessment	68
g	Tree Tabulation and Evaluation deferred to Phase II	0
h	Cultural and Archaeological Resources Coordination	77
		379
5	Drainage Analysis and Reports	
a	Location Drainage Study (Existing Drainage Plan, Identified Drainage Problems and Identified Base Floodplain, Design Criteria, Outlet Evaluation, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDS Assembly)	436
d	Abutment scour calculations for two ped bridge TSLs	16
		452



**East Branch DuPage River Trail
St. Charles Rd to IPP Work Hour Estimate**

6 Structural Analysis and Reports		
a	Bridge Condition Report and Alternatives Analysis: I-355 near-term and future add-lanes	160
b	TSL for EBDRT at I-355 Underpass	80
c	TSL for EBDRT north retaining wall adjacent to I-355 underpass	80
d	TSL for EBDRT south retaining wall adjacent to I-355 underpass	80
e	Concept designs for additional retaining walls south of Hill Avenue and adjacent to GWA property	40
f	TSL for pedestrian bridge over GWA outlet	80
g	TSL for pedestrian bridge connection at IPP	80
		600
7 Initial UPRR, ICC, and ComEd Petitions		
a	Preliminary UPRR Public Project Highway-Rail Crossing Submittals and follow-up coordination (Including Design "A": Concept Plan and Design "B": 30% Plans. Design "C": Final Plans deferred to Phase II)	96
b	ICC Coordination (3 ppl x 6 hrs including prep and meeting summary)	18
c	ComEd Real Estate Petition and follow-up coordination for Phase I Concurrence	72
		186
8 Agency Coordination		
a	Agency Coordination Meetings (2 Tollway, 2 GWA, 2 FPDDC, 2 DCSM, 2 ComEd, 1 Village of Glen Ellyn, 1 Village of Lombard) 2 ppl x 6 hrs each (includes material prep, attendance, meeting summary)	144
b	Respond to agencies, organizations, and other various stakeholder requests and follow-up coordination (avg. 4 hrs per month for 24 months)	96
		240
9 Public Involvement		
a	Project Website Maintenance (4 updates at 6 hours each)	24
b	1 Public Information Meeting	
	Update webpage and upload all meeting material for in-person open house	10
	Prepare digital postcard and public advertisement to be posted on communities websites and at various locations including DuDOT and FPDDC offices, and adjacent communities	8
	Prepare meeting brochure and comments response form	48
	DuDOT to prepare letters to public officials (if desired)	0
	DuDOT to prepare mailing lists of key stakeholders and surrounding property owners and print and send the prepared postcard, meeting brochure, and comment response form to recipients	0
	Prepare meeting display exhibits and narrative descriptions	52
	Open House format with no virtual presentation video	0
	Attend in-person Open House Public Information Meeting (3 ppl x 4 hrs each)	12
	County Staff to host sign-in table and at least 2 engineers to attend Open House Public Information Meeting (3 ppl x 4 hrs each)	0
	Compile and prepare responses to comments received during comment period and post to webpage	32
	Prepare meeting summary	12
		174
10 Phase I Tech Memo		
a	Draft Tech Memo	40
b	Address DuDOT review comments for Draft tech memo	16
c	Prepare and submit Final Phase I Tech Memo	12
		68
11 Project Management and Coordination		
a	DuDOT Bi-Monthly Status Meetings (12 mtg x 2 ppl x 2 hour, does not include preparing meeting summaries)	48
d	Monthly Progress Reports. 24 months x 2hrs	48
e	Project Administration/Management. 24 months x 4hrs	96
		192
Total:		2,902



COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency DuPage County Division of Transportation	County DuPage	Section Number 19-00002-07-BT
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By 	Date 2/9/2024
Consultant / Subconsultant Name Christopher B. Burke Engineering, Ltd.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	132.88%
START DATE	6/3/2024		COMPLEXITY FACTOR	
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	6/2/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/3/2024	1/1/2025	7	29.17%
1	1/2/2025	1/1/2026	12	51.00%
2	1/2/2026	6/1/2026	5	21.68%

The total escalation = 1.84%

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	19-00002-07-BT
Consultant / Subconsultant Name		Job Number
Christopher B. Burke Engineering, Ltd.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.84%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	\$82.63	\$84.15
Engineer V	\$72.59	\$73.93
Engineer IV	\$59.41	\$60.50
Engineer III	\$46.80	\$47.66
Engineer I/II	\$36.22	\$36.89
Survey V	\$85.04	\$86.00
Survey IV	\$76.25	\$77.65
Survey III	\$66.63	\$67.86
Survey II	\$54.50	\$55.50
Survey I	\$38.75	\$39.46
Engineering Technician V	\$68.90	\$70.17
Engineering Technician IV	\$64.03	\$65.21
Engineering Technician III	\$42.86	\$43.65
Engineering Technician I/II	\$30.00	\$30.55
CAD Manager	\$70.83	\$72.13
CAD Technician II	\$53.29	\$54.27
GIS Specialist III	\$58.00	\$59.07
Landscape Architect	\$65.00	\$66.20
Landscape Designer III	\$40.50	\$41.25
Environmental Resource Specialist V	\$76.01	\$77.41
Environmental Resource Specialist IV	\$60.78	\$61.90
Environmental Resource Specialist III	\$52.75	\$53.72
Environmental Resource Specialist I/II	\$30.92	\$31.49
Environmental Resource Technician	\$45.30	\$46.13
Engineering Intern	\$18.88	\$19.23
Business Operations Department	\$57.69	\$58.75

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

19-00002-07-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

N/A

DIRECT COSTS WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging	Actual Cost			\$0.00
Lodging Taxes and Fees	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum			\$0.00
Vehicle Mileage	Up to state rate maximum	2220	\$0.67	\$1,487.40
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	62	\$1.00	\$62.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting docum			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documenta	5	\$20.00	\$100.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documenta			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documenta			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
8 1/2 x 11 color laser	Actual Cost Per Page	400	\$0.55	\$220.00
8 1/2 x 11 color stock	Actual Cost Per Page	400	\$0.10	\$40.00
8 1/2 x 11 card stock	Actual Cost Per Page	400	\$0.12	\$48.00
Web Site	Actual Cost	1	\$264.00	\$264.00
Advertisements	Actual Cost	1	\$250.00	\$250.00
Public Meeting Facility Rental	Actual Cost	0		\$0.00
Public Meeting Exhibits/Renderings & Equipme	Actual Cost			\$0.00
Scan Setup	Actual Cost	50	\$0.50	\$25.00
Scan to File	Actual Cost	50	\$2.00	\$100.00
Color Scan to pdf	Actual Cost	50	\$1.40	\$70.00
11x17 Color Paper	Actual Cost Per Page	200	\$0.16	\$32.00
11x17 Color Laser	Actual Cost Per Page	200	\$0.95	\$190.00
Digital Bond Prints	Actual Cost Per Square Foot	200	\$0.16	\$32.00
Color Inkjet Prints	Actual Cost Per Square Foot	200	\$2.70	\$540.00
I-355 Traffic Control Protection	Actual Cost	1	\$3,500.00	\$3,500.00
Record Document Search & Union Pacific Val	Actual Cost	1	\$500.00	\$500.00
UPRR Initial Design Review Fee	Actual Cost	1	\$25,000.00	\$25,000.00
Archaeological Report	Actual Cost	1	\$2,697.00	\$2,697.00
EDR Report	Actual Cost	1	\$350.00	\$350.00
INHD Data	Actual Cost	1	\$200.00	\$200.00
				\$0.00
TOTAL DIRECT COSTS:				\$35,707.40

Task 1 - 2 ppl trips x 60 mi = 120 mi
 Task 2 - 2 ppl trips x 60 mi = 120 mi
 Task 3 - no trips
 Task 4 - 12 ppl trips x 60 mi = 720 mi
 Task 5 - 4 ppl trips x 60 mi = 240 mi
 Task 6 - 2 ppl trips x 60 mi = 120 mi
 Task 7 - no trips
 Task 8 - 12 x 1/2 meetings x 2 ppl trips x 60 mi = 720 mi
 Task 9 - 1 meeting x 3 ppl x 60 mi = 180 mi
 Task 10 - no trips
 Task 11 - no trips

Scanning handwritten public comments for PIM record and potential scans of historic or as-built plans to digital files

from HSC

from MARS
 EDR standard fee covers 2 streets

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

19-00002-07-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1 Data Collection			2 Survey, ROW, and Utility Coordination			3 Alternatives Analysis and Preliminary Plans			4 Environmental Analysis and Coordination			5 Drainage Analysis and Reports		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.15	10.0	0.34%	0.29															
Engineer V	73.93	329.0	11.34%	8.38	4	12.50%	9.24	2	1.92%	1.42	20	4.21%	3.11	5	1.32%	0.98	40	8.85%	6.54
Engineer IV	60.50	448.0	15.44%	9.34	4	12.50%	7.56				80	16.84%	10.19				60	13.27%	8.03
Engineer III	47.66	680.0	23.43%	11.17	8	25.00%	11.92				160	33.68%	16.05				80	17.70%	8.44
Engineer I/II	36.89	526.0	18.13%	6.69	12	37.50%	13.83				160	33.68%	12.43				200	44.25%	16.32
Survey V	86.00	2.0	0.07%	0.06				2	1.92%	1.65									
Survey IV	77.65	12.0	0.41%	0.32				12	11.54%	8.96									
Survey III	67.86	16.0	0.55%	0.37				16	15.38%	10.44									
Survey II	55.50	28.0	0.96%	0.54				28	26.92%	14.94									
Survey I	39.46	32.0	1.10%	0.44				32	30.77%	12.14									
Engineering Technician V	70.17	0.0																	
Engineering Technician IV	65.21	0.0																	
Engineering Technician III	43.65	0.0																	
Engineering Technician I/II	30.55	0.0																	
CAD Manager	72.13	72.0	2.48%	1.79				4	3.85%	2.77	22	4.63%	3.34				16	3.54%	2.55
CAD Technician II	54.27	345.0	11.89%	6.45				8	7.69%	4.17	25	5.26%	2.86				40	8.85%	4.80
GIS Specialist III	59.07	54.0	1.86%	1.10	4	12.50%	7.38				8	1.68%	0.99	26	6.86%	4.05	16	3.54%	2.09
Landscape Architect	66.20	0.0																	
Landscape Designer III	41.25	0.0																	
Environmental Resource Specialist V	77.41	70.0	2.41%	1.87										70	18.47%	14.30			
Environmental Resource Specialist IV	61.90	100.0	3.45%	2.13										100	26.39%	16.33			
Environmental Resource Specialist III	53.72	178.0	6.13%	3.30										178	46.97%	25.23			
Environmental Resource Specialist I/II	31.49	0.0																	
Environmental Resource Technician	46.13	0.0																	
Engineering Intern	19.23	0.0																	
Business Operations Department	58.75	0.0																	
		0.0																	
TOTALS		2902.0	100%	\$54.23	32.0	100.00%	\$49.94	104.0	100%	\$56.51	475.0	100%	\$48.97	379.0	100%	\$60.89	452.0	100%	\$48.78

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

19-00002-07-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6 Structural Analysis and Reports			7 Initial UPRR, ICC, and ComEd Petitions			8 Agency Coordination			9 Public Involvement			10 Phase I Tech Memo			11 Project Management and Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.15										6	3.45%	2.90				4	2.08%	1.75
Engineer V	73.93	110	18.33%	13.55	40	21.51%	15.90	40	16.67%	12.32	8	4.60%	3.40				60	31.25%	23.10
Engineer IV	60.50	110	18.33%	11.09	22	11.83%	7.16	60	25.00%	15.13	20	11.49%	6.95	4	5.88%	3.56	88	45.83%	27.73
Engineer III	47.66	110	18.33%	8.74	100	53.76%	25.62	100	41.67%	19.86	40	22.99%	10.96	42	61.76%	29.44	40	20.83%	9.93
Engineer I/II	36.89	28	4.67%	1.72	24	12.90%	4.76	40	16.67%	6.15	40	22.99%	8.48	22	32.35%	11.93			
Survey V	86.00																		
Survey IV	77.65																		
Survey III	67.86																		
Survey II	55.50																		
Survey I	39.46																		
Engineering Technician V	70.17																		
Engineering Technician IV	65.21																		
Engineering Technician III	43.65																		
Engineering Technician I/II	30.55																		
CAD Manager	72.13										30	17.24%	12.44						
CAD Technician II	54.27	242	40.33%	21.89							30	17.24%	9.36						
GIS Specialist III	59.07																		
Landscape Architect	66.20																		
Landscape Designer III	41.25																		
Environmental Resource Spe	77.41																		
Environmental Resource Spe	61.90																		
Environmental Resource Spe	53.72																		
Environmental Resource Spe	31.49																		
Environmental Resource Tec	46.13																		
Engineering Intern	19.23																		
Business Operations Departn	58.75																		
TOTALS		600.0	100%	\$56.99	186.0	100%	\$53.44	240.0	100%	\$53.45	174.0	100%	\$54.49	68.0	100%	\$44.93	192.0	100%	\$62.52



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065



CONSULTING ENGINEERS

SITE DEVELOPMENT ENGINEERS

LAND SURVEYORS

REV: May 5, 2024
January 8, 2024

VIA EMAIL

Ms. Emily Anderson
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

Phone: (847) 823-0500
Email: eanderson@cbbel.com

**RE: PROFESSIONAL SURVEYING SERVICES PROPOSAL
EAST BRANCH DUPAGE RIVER TRAIL
GLEN ELLYN, ILLINOIS
(SPACECO Project No. 13100)**

Dear Emily:

In response to your request, SPACECO, Inc. is pleased to provide you with this proposal for professional surveying services related to necessary survey work for the proposed improvements located in connection with the East Branch of the DuPage River Trail in Glen Ellyn, Illinois. The following describes our Scope of Services and Fee:

SCOPE OF BASIC SERVICES

TASK 1 – TOPOGRAPHIC SURVEY: A conventional topographic survey of the subject I-355 will be prepared in conjunction of a proposed engineering design for the extension of the DuPage River Trail. This also includes picking up the location and elevation of the low beam locations, bridge abutment wall, concrete slope and edge of shoulder/nearest lane of travel. This task will not commence until the Tollway access permit is completed and provided by CBBEL. Lane closures and permit costs are not included in this task. This task assumes that lane closures will be provided under the Tollway permit and schedule of such work will be coordinated by CBBEL.

A conventional topographic survey of the subject property as shown in the attached exhibits will be prepared in conjunction of a proposed engineering design for the extension of the

DuPage River Trail. This also includes picking up the location and elevation of necessary culvert locations specified by the client, shelter foundation location, gravel path (if unable to locate per UAV), high tension transmission line base location, fence/guardrail location along the south side of Hill Avenue and operational equipment along the northern property line of the Glenbard Wastewater Authority Facilities building as shown in the attached exhibits. This task assumes access will be provided to complete portions of this scope.

A conventional topographic survey of the subject property as shown in the attached exhibits will be prepared in conjunction of a proposed engineering design for the extension of the DuPage River Trail. This also includes picking up the location and elevation of the east side of screen building and fence along the eastern property line of the Glenbard Wastewater Authority Facilities building as shown in the attached exhibits. This task assumes access will be provided to complete portions of this scope.

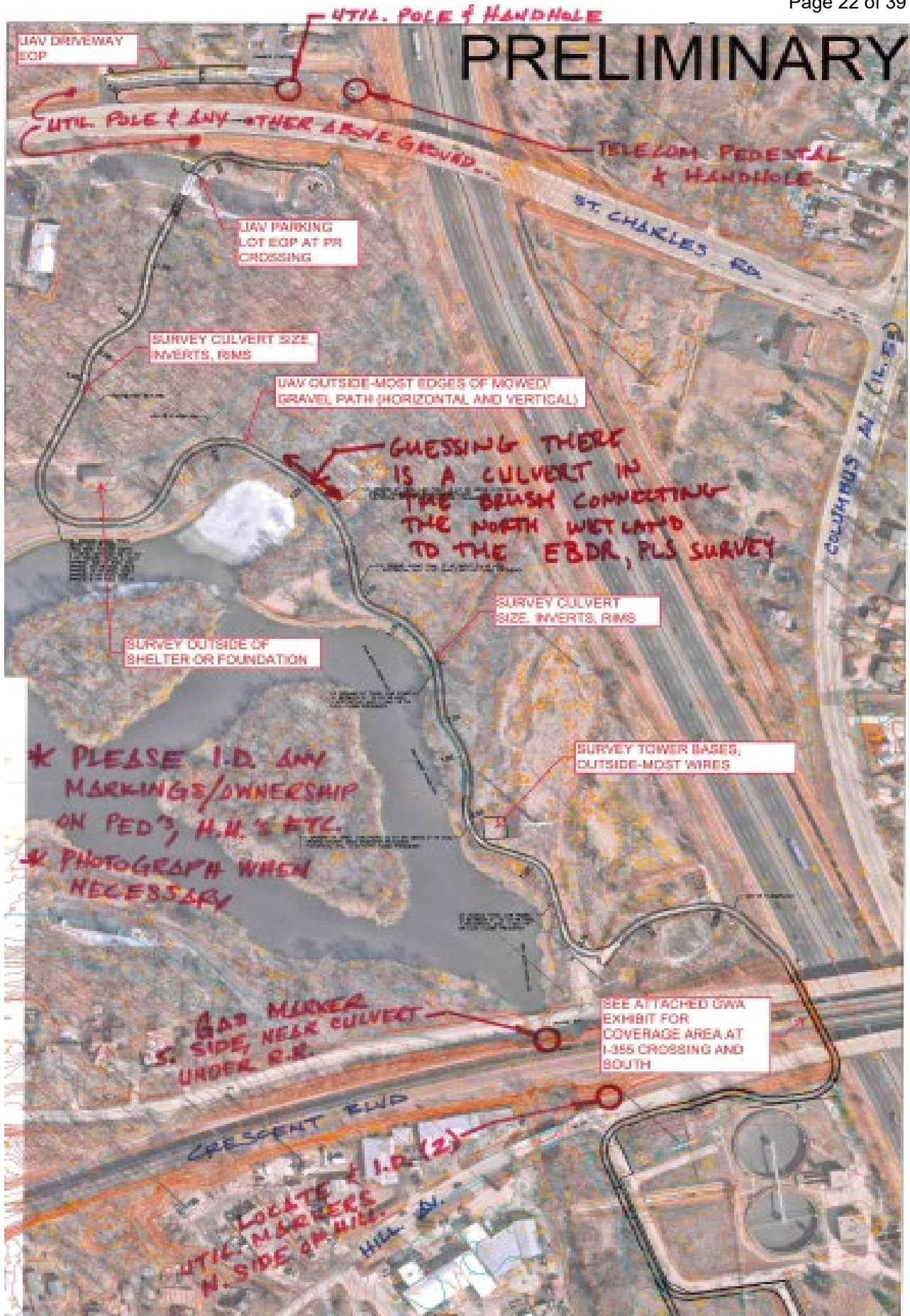
TASK 2 – MISCELLANEOUS TOPOGRAPHIC SURVEY (Supplement): If after design engineer review of the previous Task 1, supplemental topographic survey is required, we will provide field and office support to supplement necessary items as requested by the client. This task assumes access to subject areas are provided or contact information is provided to coordinate access. This task will only be billed should the necessity of this task be required.

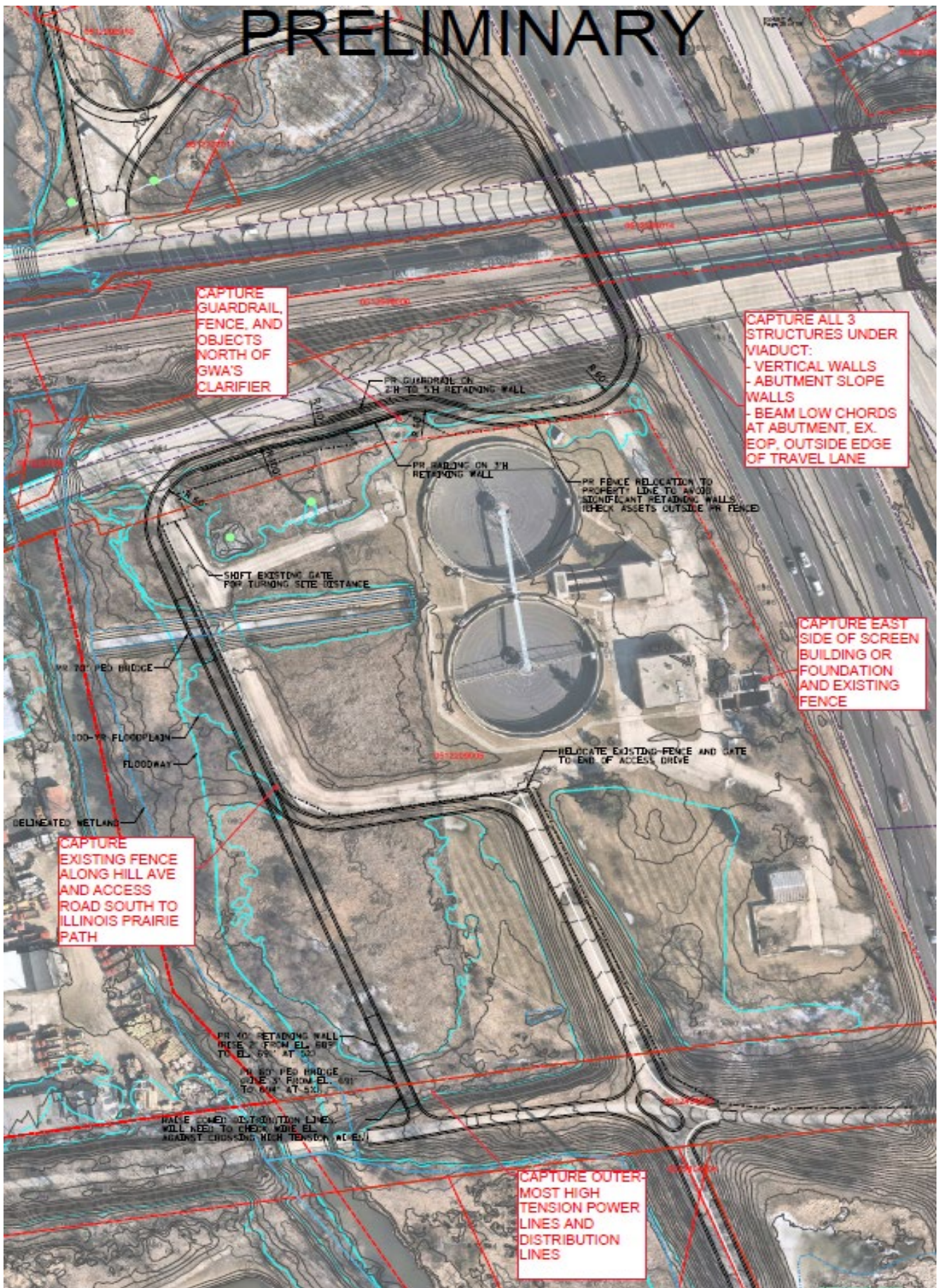
If after design engineer review of the previous Task, supplemental UAV information or flight data is required, we will provide field and office support to supplement necessary items as requested by the client. This task will only be billed should the necessity of this task be required.

SUPPLEMENTAL SERVICES

Normal and customary engineering and surveying services do not include service in respect to the following categories of work which are usually referred to as Supplemental Services. If the Client shall so advise SPACECO, Inc., we shall perform or obtain from others such services. SPACECO, Inc. will be paid on an hourly basis or based on subsequent proposal/contract agreements, at the option of Client. Additional Supplemental Services for the project include, but are not limited to the following:

- Boundary survey or tie-in not stated in the above tasks
- Services due to major changes in the general scope of the project.
- Meetings with the Client, Contractor(s), the municipal staff, or others during the course of performing the survey.
- Revising survey documentation which the Client, the municipality, and/or other governmental agencies have previously approved.
- Giving testimony as an expert witness for the Client in litigation or other court proceedings involving this project.
- Providing work zone traffic control. When our work requires suspension of the normal function of a roadway, traffic control procedures must be implemented to provide for the safety of our crews, road users, and pedestrians. When our work duration, location, or roadway type requires it, we will provide the necessary traffic control devices, high visibility clothing and qualified flaggers for our personnel and for the duration of our work only.
- Preparation of any plats (Building Permit Plat, Foundation Spot Survey, Individual Lot Final Plat of Survey, etc.) or documents not explicitly identified under Basic Services.
- Photocopying and final printing. Reimbursable expenses including messenger, overnight delivery services, facsimile, photography, postage, mileage, tolls, and mounting drawings.
- Field Tile Investigation/Locations.
- Tree Inventory/Location







COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
FIXED RAISE

Local Public Agency DuPage County Division of Transportation	County DuPage	Section Number 19-00002-07-BT
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By 	Date 5/6/2024
Consultant / Subconsultant Name SPACECO, Inc.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	113.80%
START DATE	3/24/2024		COMPLEXITY FACTOR	
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	3/23/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/24/2024	1/1/2025	9	37.50%
1	1/2/2025	1/1/2026	12	51.00%
2	1/2/2026	4/1/2026	3	13.01%

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
UAV Drone Flight Data		1	\$10,000.00	\$10,000.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$10,000.00

Local Public Agency

DuPage County Division of Transportation

Consultant / Subconsultant Name

SPACECO, Inc.

County

DuPage

Section Number

19-00002-07-BT

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Topographic Survey			Supplemental Survey Services											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Professional Land Surveyor	66.86	32.0	8.99%	6.01	28	9.86%	6.59	4	5.56%	3.71									
Survey Technician	39.53	108.0	30.34%	11.99	92	32.39%	12.80	16	22.22%	8.78									
Crew Chief	46.18	100.0	28.09%	12.97	84	29.58%	13.66	16	22.22%	10.26									
Rodman	26.39	96.0	26.97%	7.12	80	28.17%	7.43	16	22.22%	5.86									
Drone Pilot	48.32	20.0	5.62%	2.71				20	27.78%	13.42									
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		356.0	100%	\$40.81	284.0	100.00%	\$40.49	72.0	100%	\$42.05	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
Phone 630.462.2600

May 6, 2024

Mr. Jeffrey M. Barnett, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 72,466A
Geotechnical Exploration
Pedestrian Bridges and Retaining Walls
EB DuPage River Trail
Lombard, IL

Dear Mr. Barnett, PE:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above-captioned project. It is in response to your email dated January 19, 2024, and subsequent conference call. The objectives of the Geotechnical Exploration are to explore soil and groundwater conditions and provide recommendations for the proposed pedestrian bridge and retaining wall foundation designs in connection with the proposed Eastbound DuPage River Trail (EBDRT). The project site is located within and/or near the Glenbard AWT Facility on the southwest corner (SWC) of Hill Avenue and the Veteran Memorial Tollway (I-355).

Boring Program:

As discussed on our conference call, nine (9) soil borings as part of our Geotechnical Exploration, as indicated on the boring location plan attached.

Summarized in the following table are the proposed structures, general location, number of borings, borings depths and footage.

Structure	General Location	No. of Borings	Depth (ft)	Footage (lf)
Retaining Walls (Tall)	North and Sout of Existing Bridge Structures	2	25	50
Retaining Walls (Short)	Along the south side of Hill Ave, East of WWTP Entrance	3	10 - 15	35
Pedestrian Bridge over WWTP Discharge Canal	West of WWTP	2	75	150
Pedestrian Bridge to Illinois Prairie Path	Southwest of WWTP	2	75	150
	Total	9		385

Total drilling footage on this basis is estimated to be about 385 lineal feet.

Site Access:

It is understood that CBBEL will work with the Glenbard AWT Facility and the forest preserve for drill rig access. For the purposes of this proposal, we have assumed that the boring locations will be accessible to a conventional truck or ATV-mounted drill. In this regard, they should not be located in



standing water, within wooded areas or on steeply sloping ground. Landscape restoration (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field, to also be present to direct the tree-clearing service. Ground surface elevations for each borehole will be determined by GPS using a Trimble R12 GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Tree/Brush Removal:

It is understood that the borings for the bridge over the Glenbard AWT Facility discharge channel will be moved east out of the tree-covered area onto the entrance drive to the Glenbard AWT Facility. Therefore, tree removal will not be needed for these borings.

However, one boring in connection with the bridge up to the Illinois Prairie Path will need tree/brush clearing for drill rig access. Permission from the Glenbard AWT Facility would be needed before tree/brush clearing is performed. Invasive tree/brush clearing will be performed for access to the geotechnical soil boring. We would take the least path of resistance to get access to the soil boring. No trees of significant size (i.e. trees 6" or less) will be taken down. The trees that may be removed will consist of scrub or invasive species. The trees/brush will generally be removed using a brush hog.

Soil Boring Sampling:

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tubes also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for at least the first 30 feet (and greater if fill or unsuitable soil types extend below that depth as well as in cut or detention areas), to otherwise not exceed 5-foot intervals. A representative portion of the split-spoon samples will be placed in a glass jar with a screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with the boreholes to be backfilled immediately and any in pavement areas also patched at the surface.

Assumptions for Permits:

Two (2) soil borings for the taller retaining wall are located along the west side of the I-355 Tollway. These borings will require a Tollway permit to perform the fieldwork. It is understood the CBBEL has a contact that might help get the permit quicker.

Traffic Control:

It is anticipated that the shoulder and/or one traffic lane will have to be temporarily blocked to drill the soil boring along the south side of Hill Avenue using professional traffic control with flagmen or specific traffic control measures. This proposal includes a provision for lane closures by a professional traffic control firm. If it is determined that traffic control is not needed you will not be charged for this service.

Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform all borings and cores during weekdays (Monday through Friday) beginning no later than 9:00 AM and ending no sooner than 3:00 PM. If it is determined that traffic control is not needed you will not be charged for this service.



Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, to include typed boring logs and a location plan. The report will provide a summary of soil and groundwater conditions as well as address their impact on the proposed site development. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following as applicable:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements.
- Foundation type, capacity and depth/elevation.
- Anticipation and management of groundwater.

Slope Stability

Global stability analyses will be performed using a representative cross-section of the existing side slopes. It will be performed to evaluate the overall or global stability of the existing slope as well as the proposed retaining wall system, i.e. the stability of the wall system against a deep-seated failure. The global stability analyses will be run using Slide2 Modeler (Build 9.0) computer program by Rocscience Inc. The computer Program will use the Bishop Method (i.e. circular failures) and/or Spencer method (i.e. non-circular failures) to analyze the global stability of the slopes. The long-term condition will be run for the slope stability analyses in order to provide the lowest possible factor of safety.

Fees and Scope:

TSC is proposing a not-to-exceed budget amount of **Thirty-Seven Thousand Five Hundred Dollars (\$ 37,500.00)** to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that the boring locations are accessible to conventional drilling equipment and the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before December 31, 2024.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by separate invoice.



TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated costs.

Closure:

The geotechnical engineering services being performed are subject to TSC's attached General Conditions. TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose, if any to potentially be added to our invoice. The invoice will be sent to the following unless written instructions to the contrary are received:

Mr. Jeffrey M. Barnett, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
Tel: (847) 823-0500
Email: jbbarnett@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

Signature on File

Timothy R. Peceniak, P.E.
Geotechnical Engineer

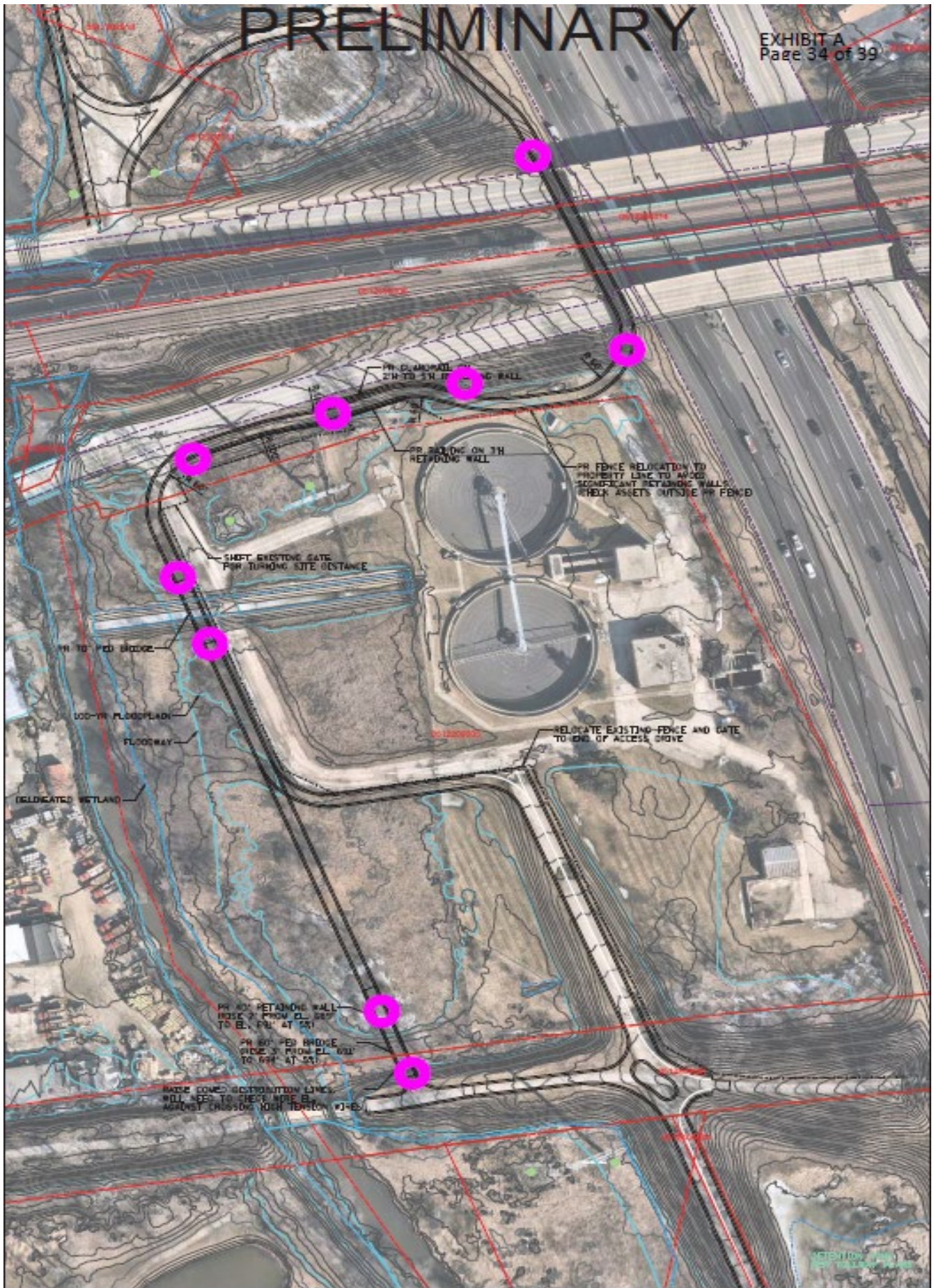
- Enc: Cost Estimate
- Boring Location Plan
- General Conditions
- Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)





COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency DuPage County Division of Transportation	County DuPage	Section Number 19-00002-07-BT
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By 	Date 5/2/2024
Consultant / Subconsultant Name TSC	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	155.34%
START DATE	3/24/2024		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	3/23/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/24/2024	1/1/2025	9	37.50%
1	1/2/2025	1/1/2026	12	51.00%
2	1/2/2026	4/1/2026	3	13.01%

The total escalation = 1.51%

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	6	\$300.00	\$1,800.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	118	\$30.00	\$3,540.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Drill Mounted on Truck or ATV Rig	Mobilization/Demobilization	5	\$1,615.00	\$8,075.00
Tollway Permit, Bond and Other Direct Charges	Actual Cost	1	\$1,100.00	\$1,100.00
Sieve Analysis and Atterberg Limits	Actual Cost	5	\$280.00	\$1,400.00
Small Tree/Brush Clearing for Borehole Access	Actual Cost	4	\$275.00	\$1,100.00
TOTAL DIRECT COSTS:				\$17,015.00

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

19-00002-07-BT

Consultant / Subconsultant Name

TSC

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Geotechnical Services														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Senior Engineer	52.81	40.0	25.97%	13.72	40	25.97%	13.72												
Staff Engineer	39.50	3.0	1.95%	0.77	3	1.95%	0.77												
Staking & Utility Clearance	42.95	8.0	5.19%	2.23	8	5.19%	2.23												
Drilling Inspector	51.17	4.0	2.60%	1.33	4	2.60%	1.33												
CADD Technician	23.35	4.0	2.60%	0.61	4	2.60%	0.61												
Drilling Crew	45.71	90.0	58.44%	26.71	90	58.44%	26.71												
Administrative Assistant	24.04	5.0	3.25%	0.78	5	3.25%	0.78												
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		154.0	100%	\$46.15	154.0	100.00%	\$46.15	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

EXHIBIT B

DELIVERABLES

(This page left intentionally blank)

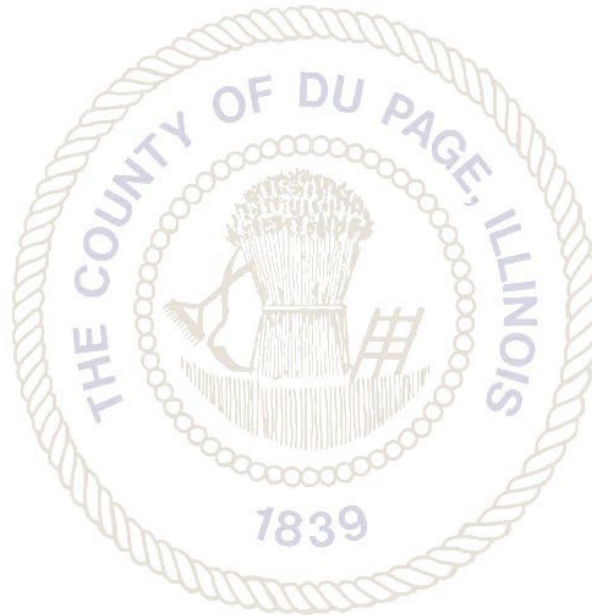


EXHIBIT C

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

CONSULTANT: Christopher B. Burke Engineering, LTD
PROJECT: East Branch DuPage River Trail PH I - 19-00002-07-BT

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Engineer VI	\$70.00	\$86.00	
Engineer V	\$58.00	\$86.00	
Engineer IV	\$53.00	\$86.00	
Engineer III	\$39.00	\$65.00	
Engineer I/II	\$34.00	\$60.00	
Survey V	\$70.00	\$86.00	
Survey IV	\$70.00	\$86.00	
Survey III	\$65.00	\$78.00	
Survey II	\$53.00	\$65.00	
Survey I	\$32.00	\$50.00	
Engineering Technician V	\$63.00	\$86.00	
Engineering Technician IV	\$61.00	\$78.00	
Engineering Technician III	\$30.00	\$60.00	
Engineering Technician I/II	\$30.00	\$60.00	
CAD Manager	\$69.00	\$86.00	
CAD Technician II	\$50.00	\$65.00	
CAD Technician I	\$26.00	\$35.00	
GIS Specialist III	\$58.00	\$70.00	
Landscape Architect	\$65.00	\$75.00	
Landscape Designer III	\$40.00	\$50.00	
Landscape Designer I/II	\$29.00	\$35.00	
Environmental Resource Specialist V	\$61.00	\$86.00	
Environmental Resource Specialist IV	\$59.00	\$78.00	
Environmental Resource Specialist III	\$52.00	\$65.00	
Environmental Resource Spec I/II	\$29.00	\$40.00	
Environmental Resource Technician	\$45.00	\$55.00	
Engineering Intern	\$15.00	\$35.00	
Bus Ops Dept/Administrative	\$57.00	\$65.00	

Note: Maximum rate shall not exceed ~~\$86.00~~ \$80.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on File
Signature U

Date: 6/28/2024

Sherry Sporina, Director of Marketing
Print Name

Approved By COUNTY:

Signature on File

Yitang Lu, Chief Highway Engineer

Date: 7/10/2024

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount). (Maximum rate at minimum rate + 15% is usually a good amount to cover contract period.)

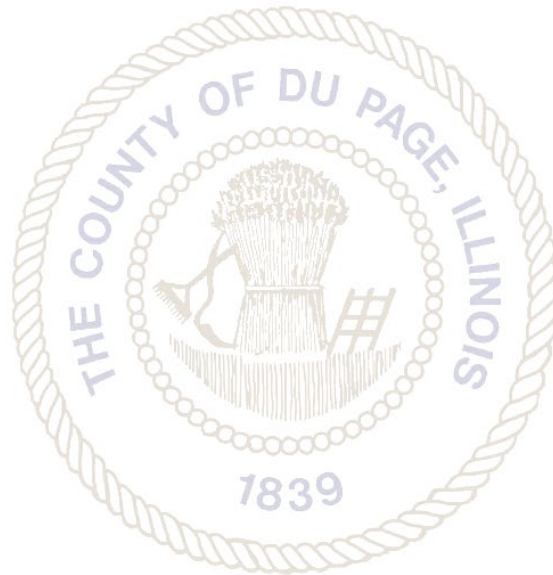


EXHIBIT D

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

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

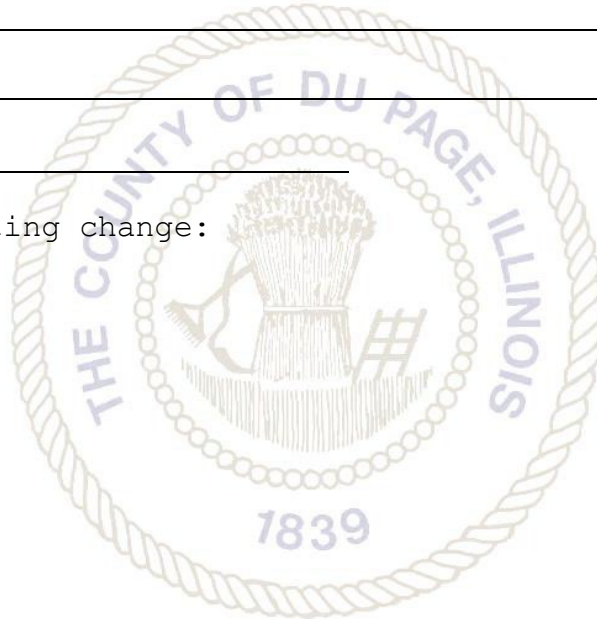
Section No. _____.

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.



Required Vendor Ethics Disclosure Statement

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

Date: 6/25/24

Bid/Contract/PO #: _____

Company Name: Christopher B. Burke Engineering, Ltd.	Company Contact: Emily Anderson
Contact Phone: 847-823-0500	Contact Email: eanderson@cbbel.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Deborah Conroy	Christopher B. Burke Engineering, Ltd.	Cash	\$2,500	6/7/24

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File
 Printed Name M
 Title President
 Date 6/25/24

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)



Required Vendor Ethics Disclosure Statement

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

Date: 6-25-24

Bid/Contract/PO #: _____

Company Name: <u>SPACECO, Inc.</u>	Company Contact: <u>Robert Stawik</u>
Contact Phone: <u>847-696-4060</u>	Contact Email: <u>RStawik@Spacecoinc.com</u>

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature Signature on File

Printed Name Robert Stawik

Title CFO

Date 6-25-24

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



Required Vendor Ethics Disclosure Statement

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

Date: 7/18/24

Bid/Contract/PO #: _____

Company Name: Testing Service Corporation	Company Contact: Tim Peceniak
Contact Phone: 630-784-4079	Contact Email: trp@tscorp.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File
 Printed Name John T Massa
 Title President
 Date 7/18/24

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



Transportation Change Order with Resolution

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

File #: 24-2135

Agenda Date: 8/20/2024

Agenda #: 8.A.

DT-P-0103A-23

AMENDMENT TO LOCAL PUBLIC AGENCY'S
ENGINEERING SERVICES AGREEMENT,
DT-P-0103-23, SUPPLEMENT #1,
BETWEEN THE COUNTY OF DU PAGE
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
PROFESSIONAL PRELIMINARY ENGINEERING SERVICES
FOR EAST BRANCH DUPAGE RIVER TRAIL (EBDRT)
FROM BUTTERFIELD ROAD (IL 56) TO ILLINOIS PRAIRIE PATH (IPP)
SECTION 23-00002-08-BT
(TO INCREASE PRELIMINARY ENGINEERING COST \$126,429.00+8.43%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-103-23 on November 14, 2023 which approved a Professional Services Agreement between the County of DuPage (hereinafter "COUNTY") and Christopher B. Burke Engineering, Ltd. (hereinafter "CONSULTANT") for Professional Preliminary Engineering Services ("AGREEMENT") for a multi-use path along East Branch DuPage River from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section # 23-00002-08-BT (hereinafter referred to as "PROJECT"); and

WHEREAS, the current cost of the PROJECT to the County of DuPage, by and through the Division of Transportation, is \$1,500,000.00 (COUNTY to be reimbursed \$1,200,000.00); and

WHEREAS, after the coordination with CONSULTANT, additional scope items outside the original Phase I AGREEMENT have been identified by the County as necessary, including the addition of assistance with stakeholder outreach for the PROJECT causing an increase in cost due to the additional scope of work; and

WHEREAS, the Transportation Committee recommends a change order to increase the COUNTY's share of the preliminary engineering contract in the amount of \$126,429.00 with an amendment to the AGREEMENT ("AMENDMENT").

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopts this AMENDMENT to Resolution DT-P-0103-23, issued to Christopher B. Burke Engineering, Ltd., to increase the COUNTY's funding in the amount of \$126,429.00, resulting in an amended contract total amount of \$1,626,429.00 an increase of 8.43%; and

BE IT FURTHER RESOLVED that the County Clerk transmit four (4) copies of this AMENDMENT and any attached Illinois Department of Transportation BLR forms to the State of Illinois Department of Transportation, by and through the Division of Transportation; and

BE IT FURTHER RESOLVED that one (1) original copy of this AMENDMENT be transmitted to Christopher B. Burke Engineering, Ltd., 9575 W. Higgins Road, Suite 66, Rosemont, IL 60018, by and through the Division of Transportation.

Enacted and approved this 27th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

DOT 8/20
 A+OB 8/27
 JS
 kbc



Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Aug 6, 2024

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 6754-1-SERV	Original Purchase Order Date: Nov 14, 2023	Change Order #: 1	Department: Division of Transportation
Vendor Name: Christopher B. Burke Engineering, Ltd.		Vendor #: 10234	Dept Contact: Nils Jordahl
Background and/or Reason for Change Order Request:	Professional Phase I Engineering Services for the East Branch DuPage River Trail from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section# 23-00002-08-BT, for the period November 14, 2023 through June 30, 2026. Change order to increase LN1 (FY24-1500-3500-54040) \$126,429.00.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$1,499,997.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$1,499,997.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$126,429.00
E	New contract amount (C + D)	\$1,626,426.00
F	Percent of current contract value this Change Order represents (D / C)	8.43%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	8.43%

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

Decrease remaining encumbrance and close contract
 Increase encumbrance and close contract
 Decrease encumbrance
 Increase encumbrance

DECISION MEMO REQUIRED

Increase (greater than 29 days) contract expiration from: _____ to: _____

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount
 Funding Source _____

OTHER - explain below: _____

kbc	6892	Aug 6, 2024	<i>Weg</i>	6890	8/6/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>JS</i>		Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)		Date	<i>8/14/2024</i>



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Aug 6, 2024

File ID #: _____

Purchase Order #: 6754-1-SERV

Requesting Department: Division of Transportation	Department Contact: Nils Jordahl
Contact Email: Nils.Jordahl@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Christopher B. Burke Engineering, Ltd.	Vendor #: 10234

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

The Division of Transportation has determined that the contract issued to Christopher B. Burke Engineering, Ltd. (CBBEL) for Professional Phase I Engineering Services for the East Branch DuPage River Trail (EBDRT) from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section# 23-00002-08-BT, for the period November 14, 2023 through June 30, 2026, requires additional work beyond the original scope of the project resulting in an increase to the contract in the amount of \$126,429.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Given the characteristics of the proposed project location and the variety of stakeholders involved, the DOT has determined that additional effort must be anticipated for tasks relating to stakeholder outreach and public involvement. Supplement #1 addresses this by adding a specialized sub-consultant to the contract and providing additional budget to perform the services that will be needed to bring the Phase I Preliminary Engineering to a successful conclusion.

Original Source Selection/Vetting Information - Describe method used to select source.

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest for preliminary and design engineering were sent to firms throughout the industry. Statements of Interest were received from 27 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any sub consultants, experience of key personnel, understanding of the project, experience on similar projects, and strategies to ensure timely completion of the project. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Christopher B. Burke Engineering, LTD, (CBBEL) was the most qualified and had the staff available to perform the work on behalf of the County.

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

1. Supplement the contract to Christopher B. Burke Engineering, Ltd. This is the recommended option.
2. Contract with another firm. Not recommended due to staff's determination that Christopher B. Burke Engineering, Ltd. is the most qualified to perform this work.
3. Do not supplement the current contract. Not recommended as the DOT does not possess the staff resources or the technology to perform this work and must contract for these services.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

The FY24 fiscal impact for this supplement is anticipated to be \$126,429.00. The Division of Transportation has sufficient funds to account for this increase.



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type: Number:

LOCAL PUBLIC AGENCY

Local Public Agency: County: Section Number: Job Number:

Project Number: Contact Name: Phone Number: Email:

SECTION PROVISIONS

Local Street/Road Name: Key Route: Length: Structure Number:

Location Termini:

Project Description:

Engineering Funding: Federal MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Contact Name: Phone Number: Email:

Address: City: State: Zip Code:

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge: A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor: Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- Location Map
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Lump Sum
 Specific Rate
 Cost plus Fixed Fee:

Fixed

$$\text{Total Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$$

Where:

DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.

Where $\text{FF} = (0.33 + R) \text{DL} + \% \text{SubDL}$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Engineering	36-3468939	\$0.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Testing Service Corporation	35-0937582	\$0.00
Metro Strategies Group, LLC	87-2285367	\$126,429.00
Subconsultant Total		\$126,429.00
Prime Consultant Total		\$0.00
Total for all work		\$126,429.00

AGREEMENT SIGNATURES

Executed by the LPA:

The Local Public Agency Type of Local Public Agency

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

Sherry Sporina Digitally signed by Sherry Sporina
Date: 2024.08.02 15:45:54 -05'00'

Title

By (Signature & Date)

Michael Kerr Digitally signed by Michael Kerr
Date: 2024.08.02 15:48:46 -05'00'

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County Division of Transp	Christopher B. Burke Engineering	DuPage	23-00002-08-BT

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

**EXHIBIT A
SCOPE OF SERVICES**

FOR FEDERAL PARTICIPATION PROJECTS

See attached scope of services.



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

SUPPLEMENT #1

SCOPE OF SERVICES

The following provides the proposed **Supplement #1** scope of services to complete Phase I Engineering on behalf of the DuPage County Division of Transportation (County) for the East Branch DuPage River Trail (EBDRT) from the Illinois Prairie Path (IPP) to Butterfield Road (IL 56), a distance of approximately 4.3 miles. In its entirety, the East Branch DuPage River Trail is a planned 28-mile-long regional bike trail with significant public and political interest. The purpose of **Supplement #1** is to provide a dedicated public involvement strategy to develop consistent messaging and handle inquiries from many diverse perspectives.

The detailed **Supplement #1** scope of services required for completion of Phase I Engineering is as follows:

Task 1 – Data Collection and Compilation

No change to the original scope of services proposed.

Task 2 – Survey

No change to the original scope of services proposed.

Task 3 – Alternatives Analysis and Preliminary Plans

No change to the original scope of services proposed.

Task 4 – Environmental Analysis and Coordination

No change to the original scope of services proposed.

Task 5 – Drainage Analysis and Reports:

No change to the original scope of services proposed.

Task 6 – Structural Analysis and Reports

No change to the original scope of services proposed.

Task 7 – Traffic and Crash Analyses

No change to the original scope of services proposed.

Task 8 – IDS and ADA Curb Ramps

No change to the original scope of services proposed.

Task 9 – Public Involvement

Stakeholder coordination will be an essential component to ensure that all existing deficiencies and stakeholder concerns are identified and addressed as part of the alternative development and evaluation process. As part of the County's efforts to identify and execute a dedicated public involvement strategy with consistent messaging and handling inquiries from many stakeholders, Metro Strategies Group (MSG)



EAST BRANCH DUPAGE RIVER TRAIL
ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)
PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

SUPPLEMENT #1

is being added to the EBDRT team. No changes to CBBEL’s original scope of services are proposed, which included website updates and 3 Public Information Meetings. Several tasks that DuPage County was originally going to complete for the Public Information Meetings have been reallocated to Metro Strategies Group. Revised subtasks by work hour are identified below:

<u>Subtask</u>	<u>Original CBBEL Work Hours</u>	<u>New MSG Work Hours</u>
<u>Stakeholder Identification:</u> Build upon DuPage County’s existing bicycle trail stakeholder outreach database(s), MSG will recommend additional project specific stakeholders and collate the stakeholder lists. MSG will also review and finalize the Trail Survey created by CBBEL and recommend various methods of engaging existing and future stakeholders in the distribution of surveys.	29	29
<u>Website:</u> CBBEL website maintenance. MSG review and finalize will review and finalize the website created by CBBEL for launch. While any “Contact Us” submittals will still go to DuPage County, MSG will synthesize direct website “Contact Us” inquiries into a Frequently Asked Questions (FAQ) document and respond to any requests for information or special assistance for PIMs.	48	100
<u>Initial Outreach Program:</u> MSG will coordinate with DuPage County PIO regarding a consistent and coordinated outreach program and message. This more robust initial outreach expected includes notices in Village of Glen Ellyn, Village of Lombard, Village of Downers Grove, Village of Lisle, FPDDC, IPPC, Friends of the EBDRT, Bike53 and any local homeowners’ association or business park communication/newsletters. Website posts to stakeholder websites noted above. Eblast for the County Chair and Board to share with constituents. Eblast for other local elected officials to share with constituents. Yard Signs in strategic locations to inform a wide variety of stakeholders (at IPP, GWT, IL 56, 22nd Street, farmers markets or community events.	24	24
<u>Three (3) Public Information Meeting Open Houses:</u> CBBEL and MSG will set up PIM webpage on EBDRT website and populate. X 3	40	24
CBBEL and MSG will prepare and coordinate notices in Village of Glen Ellyn, Village of Lombard, Village of Downers Grove, Village of Lisle, FPDDC, IPPC, Friends of the EBDRT, Bike53 and any local homeowners’ association or business park communication/newsletters. Website posts to stakeholder websites noted above. Eblast for the County Chair and Board to share with constituents. Eblast for other local elected officials to share with constituents. Yard Signs in strategic locations to inform a wide variety of stakeholders (at IPP, GWT, IL 56, 22nd Street, farmers markets or community events. All coordinated with DuPage County PIO for approval of branding, content, format, and final materials. X 3	72	50
CBBEL and MSG will prepare meeting assets: PIM brochure and comments response form/survey, questionnaire and interactive GIS-based social pinpoint, display exhibits and narrative descriptions. All coordinated with DuPage County PIO for approval of branding, content, format, and final materials. X 3	372	120



EAST BRANCH DUPAGE RIVER TRAIL
ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)
PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

SUPPLEMENT #1

CBBEL and MSG will attend Dry Run meeting with County X 3	24	33
CBBEL and MSG will attend PIM In-person Open House X 3	48	60
MSG will synthesize stakeholder input received into a One-Page Summary Sheet for inclusion in the PIM Summary and for distribution to County Board members. CBBEL will prepare the Public Information Meeting summary. Posts to website. X 3	120	60
<u>Four (4) Community-based pop-up events:</u> MSG will staff and support up to 4 community-based pop-up events (farmers markets, community festivals, community concerts, trail events, etc.) to engage with stakeholders and share information about the project.		100
<u>County Board Coordination:</u> MSG will act as a liaison to key County & Village Board Members. Prior to each public meeting or broad scale community engagement Metro Strategies Group will coordinate with the County PIO to prepare briefing materials for key County and Village Board members, or other key officials and stakeholders, as well as media. Anticipated outreach: Initial individual outreach to key County and Village Board Members prior to PIM #1, four (4) meetings assumed. County Board Package #1: Project Overview, Summary of PIM #1, Trail Purpose and Need, Range of Alternatives. County Board Package #2: Alternatives Evaluation and Recommendations, Identify Preliminary Preferred Alternative. County Board Package #3: Summary of PIM #2.		150
<u>Total</u>	724	750

Task 10 – Agency Coordination

No change to the original scope of services proposed.

Task 11 – Final EBDRT Proposed Improvement Plans

No change to the original scope of services proposed.

Task 12 – Project Development Report

No change to the original scope of services proposed.

Task 13 – Project Management and Coordination

No change to the original scope of services proposed.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County Division of Transp	Christopher B. Burke Engineering	DuPage	23-00002-08-BT

**EXHIBIT B
PROJECT SCHEDULE**

See attached.

Quarterly Status Update Form for CMAQ, CRRSAA, STP, and TAP-L projects processed through IDOT/FHWA

Project: EBDRT from IL 56 to IPP **TIP ID:** 08-23-0014

For CMAP/Council use only:

- CMAQ CRRSSA-SF STP-SF
 TAP-L CRRSAA-L STP-L
 Active Contingency Deferred

UPDATE INFORMATION

	Completed By:	Date:
Initial Submittal	Sidney Kenyon, DuDOT	5/1/2023
Most Recent Prior Update	Sidney Kenyon, DuDOT	5/1/2023
Current Update	John Loper, DuDOT	5/18/2024
Final "Actual" Dates		

PROJECT INFORMATION

Environmental Class of Action:
Target Construction Letting:
Current construction cost estimate:
Change in estimate since prior update:
Most recent PPI approval:
Most recent GATA periodic report (BoBS 2832):

CE, Group 2 (Federal Approval)	Approved
TBD	Enter the current target date (m/d/yy)
\$15M	Enter the current estimate, excluding CE
\$0	Enter 0 if no change, or enter amount of change (+ or -)
	If no PPI approved, do not enter a date
<date>	If no report submitted yet, do not enter a date

MILESTONE INFORMATION

No changes from prior update

Milestone (Shaded lines required for federally-funded phases only)	Initial Estimated Date (m/yyyy)	Complete?	Updated Estimated Date (m/yyyy)	Actual Date (m/d/yyyy)	Attachments (R - Required, O - Optional)	Sponsor/Implementer Comments (will be shaded if notes are added)	Notes/Instructions
Pre-phase 1							
Project Scoping		Yes		11/1/2018			
Application for ENG1 Funds		Yes		2/15/2022			
Phase 1 QBS Advertisement		Yes		12/5/2018			
Phase 1 QBS Closed		Yes		12/20/2018			
Consultant Selected by Local Council/Board		Yes		2/1/2019	Meeting minutes (O)		
Phase 1 ENG							
<input checked="" type="checkbox"/> Federally-funded							
Engineering Agreement submitted (BLR 5530)	5/2023	N/A					
LAA submitted (BLR 5310)	5/2023	N/A					
Engineering Agreement Approved (BLR 5530)	8/2023	Yes		3/7/2024	Notice to proceed (O)		expected 8-12 months after draft submittal
LAA approved (BLR 5310)	8/2023	Yes		3/7/2024	Approved agreement (R)		expected 8-12 months after draft submittal
Phase 1 Kick-off Held	7/2023	No	9/2024		Meeting minutes (R)		
Initial PPI Submittal	4/2023	Yes		4/15/2023			
Initial PPI Approval		No			PPI Form (R)		expected 5-10 days after draft submittal
1st State/Fed Coord Meeting	10/2023	No	12/2024		Meeting minutes (R)		
Environmental Action Concurrence	10/2023	No	12/2024		Copy of email/letter/form (R)		
Environmental Survey Request (ESR) submitted	10/2023	No	12/2024		Copy of request (O)		See BLRS manual for environmental requirements
Cultural	9/2024	No					
Section 4(f) approval		N/A			Copy of approval form/letter (O)		If "n/a" selected, attach form BLR 22410
Section 6(f) approval		N/A			Copy of approval form/letter (O)		
Historic Preservation Compliance		N/A			Copy of approval form/letter (O)		
Noise		N/A					
Floodplain	9/2024	No					
Wetland	9/2024	No					
Wetland Impact Evaluation (WIE)	9/2024	No					
Bio - USFWS Coordination	9/2024	No					
EcoCAT submitted	9/2024	No					
Special Waste	9/2024	No					
PESA Requested	10/2023	No	12/2024		Copy of request		
PESA Completed	9/2024	No					
PSI Requested		N/A			Copy of request		
PSI Completed		N/A					
Public Meeting	9/2023	No	3/2025			2-3 Public Meetings Anticipated	
Subsequent State/Fed Coord Meeting	10/2024	No					
Subsequent State/Fed Coord Meeting		N/A					
Subsequent State/Fed Coord Meeting		N/A					
Project Dev. Report (BLR 19100 or 22210) Submitted	10/2025	No			Copy of transmittal/cover only (R)		
Project Dev. Report (BLR 19100 or 22210) Approved	12/2025	No			Signature page (R)		
Phase 1 Design Approval Received	2/2026	No			Signature page (R)		
Initial Invoice (BLR 5620, 5621, 5621-A, -B, -C)	8/2023	No					
Final Invoice/Final Report (BLR 5613 or 13510)	2/2026	No					

Quarterly Status Update Form for CMAQ, CRRSAA, STP, and TAP-L projects processed through IDOT/FHWA

Project:	EBDRT from IL 56 to IPP	TIP ID:	08-23-0014
-----------------	--------------------------------	----------------	-------------------

For CMAP/Council use only:

- CMAQ CRRSSA-SF STP-SF
 TAP-L CRRSAA-L STP-L
 Active Contingency Deferred

UPDATE INFORMATION

	Completed By:	Date:
Initial Submittal	Sidney Kenyon, DuDOT	5/1/2023
Most Recent Prior Update	Sidney Kenyon, DuDOT	5/1/2023
Current Update	John Loper, DuDOT	5/18/2024
Final "Actual" Dates		

PROJECT INFORMATION

Environmental Class of Action:
 Target Construction Letting:
 Current construction cost estimate:
 Change in estimate since prior update:
 Most recent PPI approval:
 Most recent GATA periodic report (BoBS 2832):

CE, Group 2 (Federal Approval)	Approved
TBD	Enter the current target date (m/d/yy)
\$15M	Enter the current estimate, excluding CE
\$0	Enter 0 if no change, or enter amount of change (+ or -)
	If no PPI approved, do not enter a date
<date>	If no report submitted yet, do not enter a date

MILESTONE INFORMATION

No changes from prior update

	Milestone (Shaded lines required for federally-funded phases only)	Initial Estimated Date (m/yyyy)	Complete?	Updated Estimated Date (m/yyyy)	Actual Date (m/d/yyyy)	Attachments (R - Required, O - Optional)	Sponsor/Implementer Comments (will be shaded if notes are added)	Notes/Instructions
Phase 2 ENG <input checked="" type="checkbox"/> Federally-funded	Application for ENG2 Funds		No					
	Phase 2 QBS Advertisement		No					
	Phase 2 QBS Closed		No					
	Consultant Selected by Council/Board		No			Meeting minutes (O)		
	Updated PPI Submittal		No					
	Updated PPI Approval		No					expected 5-10 days after draft submittal
	Engineering Agreement submitted (BLR 5530)		No					
	LAA submitted (BLR 5310)		No					
	Engineering Agreement Approved (BLR 5530)		No			Notice to proceed (O)		expected 8-12 months after draft submittal
	LAA approved (BLR 5310)		No			Approved agreement (R)		expected 8-12 months after draft submittal
	Phase 2 Kick-off Held		No			Meeting minutes (R)		
	State/Fed Coord Meeting		No			Meeting minutes (R)		
	Pre-final plans submitted		No			Copy of transmittal only (R)		Do not attach a full set of plans
	Comments received		No					expected 1-4 months after draft submittal
	Final Plans, Specs, and Estimates submitted		No			Copy of transmittal (R)		Do not attach a full set of plans
Initial Invoice (BLR 5620, 5621, 5621-A, -B, -C)		No						
Final Invoice/Final Report (BLR 5613 or 13510)		No						
ROW <input type="checkbox"/> None required <input checked="" type="checkbox"/> Federally-funded	Application for ROW funds		N/A				ROW to be entirely Locally Funded	
	Updated PPI Submittal		N/A					
	Updated PPI Approval		N/A			Approved PPI (R)		expected 5-10 days after draft submittal
	LAA submitted (BLR 5310)		N/A					expected 4-6 months after draft submittal
	LAA approved (BLR 5310)		N/A			Approved Agreement (R)		expected 4-6 months after draft submittal
	Initiated		No					
	Completed		No					
	Certified		No					
	Initial Invoice (BLR 5620, 5621, 5621-A, -B, -C)		No					
	Final Invoice/Final Report (BLR 5613 or 13510)		No					
Construction/CE <input checked="" type="checkbox"/> CON federally-funded <input checked="" type="checkbox"/> CE federally-funded	Application for CON/CE funds		Yes		2/1/2022			
	Updated PPI Submittal		Yes		4/15/2023			
	Updated PPI Approval		No			Approved PPI (R)		expected 5-10 days after draft submittal
	Draft Construction Agreement submitted (BLR 5310)		No					
	Draft Construction Eng Agreement submitted (BLR 5530)		No					
	Final Construction Agreement submitted (BLR 5310)		No					expected 4-6 months after draft submittal
	Final Construction Eng Agreement submitted (BLR 5530)		No					expected 4-6 months after draft submittal
	Final Construction Agreement approved (BLR 5310)		No			Approved Agreement (R)		expected 3-4 months after draft submittal
	Final Construction Eng Agreement approved (BLR 5530)		No			Approved Agreement (R)		expected 3-4 months after draft submittal
	Letting		No					
	Bid Acceptance		No					
	Notice to Proceed		No					
	Initial Invoice (BLR 5620, 5621, 5621-A, -B, -C)		No					
Final Invoice/Final Report (BLR 5613 or 13510)		No						
Other project activities	Project groundbreaking ceremony		N/A					
	Project ribbon cutting ceremony		N/A					
	<enter activity>		N/A					
	<enter activity>		N/A					
	<enter activity>		N/A					

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County Division of Trans	Christopher B. Burke Engineering	DuPage	23-00002-08-BT

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	30%
Firm Experience	25%
Staff Capabilities	30%
Work Load Capacity	10%
DBE/WBE Participation	5%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
---	---	--------------------------	--------------------------

Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	<input style="width: 100%;" type="text"/>
2	<input style="width: 100%;" type="text"/>
3	<input style="width: 100%;" type="text"/>

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County Division of Transp	Christopher B. Burke Engineering	DuPage	23-00002-08-BT
16 LPA is a home rule community (Exempt from QBS).			<input checked="" type="checkbox"/> <input type="checkbox"/>



Local Public Agency DuPage County Division of Transportation	County DuPage	Section Number 23-00002-08-BT
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By Emily Anderson	Date 6/20/2024
Consultant / Subconsultant Name Christopher B. Burke Engineering, Ltd.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Supplement #1 to add Metro Strategies as a subconsultant

PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS	OVERHEAD RATE	132.88%
START DATE	7/8/2024		COMPLEXITY FACTOR	
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	1/7/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/8/2024	1/1/2025	6	20.00%
1	1/2/2025	1/1/2026	12	40.80%
2	1/2/2026	1/1/2027	12	41.62%

Local Public Agency County **Section Number**

DuPage County Division of Transportatid DuPage 23-00002-08-BT

Consultant / Subconsultant Name **Job Number**

Christopher B. Burke Engineering, Ltd.

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.42%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	\$82.63	\$84.63
Engineer V	\$72.59	\$74.34
Engineer IV	\$59.41	\$60.85
Engineer III	\$46.80	\$47.93
Engineer I/II	\$36.22	\$37.10
Survey V	\$85.04	\$86.00
Survey IV	\$76.25	\$78.09
Survey III	\$66.63	\$68.24
Survey II	\$54.50	\$55.82
Survey I	\$38.75	\$39.69
Engineering Technician V	\$68.90	\$70.56
Engineering Technician IV	\$64.03	\$65.58
Engineering Technician III	\$42.86	\$43.90
Engineering Technician I/II	\$30.00	\$30.72
CAD Manager	\$70.83	\$72.54
CAD Technician II	\$53.29	\$54.58
GIS Specialist III	\$58.00	\$59.40
Landscape Architect	\$65.00	\$66.57
Landscape Designer III	\$40.50	\$41.48
Environmental Resource Specialist V	\$76.01	\$77.85
Environmental Resource Specialist IV	\$60.78	\$62.25
Environmental Resource Specialist III	\$52.75	\$54.02
Environmental Resource Specialist I/II	\$30.92	\$31.67
Environmental Resource Technician	\$45.30	\$46.39
Engineering Intern	\$18.88	\$19.34
Business Operations Department	\$57.69	\$59.08

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
No Change to CBBEL Direct Costs				\$0.00
TOTAL DIRECT COSTS:				\$0.00

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Data Collection and Compilation			2. Survey			3. Alternatives Analysis and Preliminary Plans			4. Environmental Analysis and Coordination			5. Drainage Analysis and Reports		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Engineer VI	84.63	0.0			0			0			0			0			0		
Engineer V	74.34	0.0																	
Engineer IV	60.85	0.0																	
Engineer III	47.93	0.0																	
Engineer I/II	37.10	0.0																	
Survey V	86.00	0.0																	
Survey IV	78.09	0.0																	
Survey III	68.24	0.0																	
Survey II	55.82	0.0																	
Survey I	39.69	0.0																	
Engineering Technician V	70.56	0.0																	
Engineering Technician IV	65.58	0.0																	
Engineering Technician III	43.90	0.0																	
Engineering Technician I/II	30.72	0.0																	
CAD Manager	72.54	0.0																	
CAD Technician II	54.58	0.0																	
GIS Specialist III	59.40	0.0																	
Landscape Architect	66.57	0.0																	
Landscape Designer III	41.48	0.0																	
Environmental Resource Specialist V	77.85	0.0																	
Environmental Resource Specialist IV	62.25	0.0																	
Environmental Resource Specialist III	54.02	0.0																	
Environmental Resource Specialist I/II	31.67	0.0																	
Environmental Resource Technician	46.39	0.0																	
Engineering Intern	19.34	0.0																	
Business Operations Department	59.08	0.0																	
		0.0																	
TOTALS		0.0	0%	\$0.00	0.0	0.00%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Structural Analysis and Reports			7. Traffic and Crash Analysis			8. IDS and ADA Curb Ramp Details			9. Public Involvement			10. Agency Coordination			11. Final EBDRT Proposed Improvement Plans		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Engineer VI	84.63	0			0			0			0			0			0		
Engineer V	74.34																		
Engineer IV	60.85																		
Engineer III	47.93																		
Engineer I/II	37.10																		
Survey V	86.00																		
Survey IV	78.09																		
Survey III	68.24																		
Survey II	55.82																		
Survey I	39.69																		
Engineering Technician V	70.56																		
Engineering Technician IV	65.58																		
Engineering Technician III	43.90																		
Engineering Technician I/II	30.72																		
CAD Manager	72.54																		
CAD Technician II	54.58																		
GIS Specialist III	59.40																		
Landscape Architect	66.57																		
Landscape Designer III	41.48																		
Environmental Resource Spe	77.85																		
Environmental Resource Spe	62.25																		
Environmental Resource Spe	54.02																		
Environmental Resource Spe	31.67																		
Environmental Resource Tec	46.39																		
Engineering Intern	19.34																		
Business Operations Departn	59.08																		
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12. Project Development Report			13. Project Management and Coordination														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer VI	84.63																		
Engineer V	74.34																		
Engineer IV	60.85																		
Engineer III	47.93																		
Engineer I/II	37.10																		
Survey V	86.00																		
Survey IV	78.09																		
Survey III	68.24																		
Survey II	55.82																		
Survey I	39.69																		
Engineering Technician V	70.56																		
Engineering Technician IV	65.58																		
Engineering Technician III	43.90																		
Engineering Technician I/II	30.72																		
CAD Manager	72.54																		
CAD Technician II	54.58																		
GIS Specialist III	59.40																		
Landscape Architect	66.57																		
Landscape Designer III	41.48																		
Environmental Resource Spe	77.85																		
Environmental Resource Spe	62.25																		
Environmental Resource Spe	54.02																		
Environmental Resource Spe	31.67																		
Environmental Resource Tec	46.39																		
Engineering Intern	19.34																		
Business Operations Departm	59.08																		
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Local Public Agency DuPage County Division of Transportation	County DuPage	Section Number 23-00002-08-BT
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By 	Date 5/7/2024
Consultant / Subconsultant Name Metro Strategies Group, LLC	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS			
START DATE	7/8/2024			OVERHEAD RATE	116.68%
RAISE DATE	1/1/2025			COMPLEXITY FACTOR	
				% OF RAISE	2.00%
END DATE	1/7/2027				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/8/2024	1/1/2025	6	20.00%
1	1/2/2025	1/1/2026	12	40.80%
2	1/2/2026	1/1/2027	12	41.62%

The total escalation = 2.42%

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Metro Strategies Group, LLC

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)	4	\$500.00	\$2,000.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)	1	\$500.00	\$500.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	1	\$2,000.00	\$2,000.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Translation	Actual Cost	3	\$500.00	\$1,500.00
Mailings (Postcards)	Actual Cost	3	\$4,200.00	\$12,600.00
				\$0.00
				\$0.00

TOTAL DIRECT COSTS:

\$18,600.00

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Metro Strategies Group, LLC

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Data Collection and Compilation			2. Survey			3. Alternatives Analysis and Preliminary Plans			4. Environmental Analysis and Coordination			5. Drainage Analysis and Reports		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Strategic Advisor	86.00	130.0	17.33%	14.91	0			0			0			0			0		
Principal	78.78	120.0	16.00%	12.60															
Senior Project Manager	46.48	314.0	41.87%	19.46															
Sr. Communications Manager	46.15	122.0	16.27%	7.51															
Project Manager	37.75	64.0	8.53%	3.22															
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		750.0	100%	\$57.70	0.0	0.00%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Metro Strategies Group, LLC

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Structural Analysis and Reports			7. Traffic and Crash Analysis			8. IDS and ADA Curb Ramp Details			9. Public Involvement			10. Agency Coordination			11. Final EBDRT Proposed Improvement Plans		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Strategic Advisor	86.00	0			0			0			130	17.33%	14.91	0			0		
Principal	78.78										120	16.00%	12.60						
Senior Project Manager	46.48										314	41.87%	19.46						
Sr. Communications Manage	46.15										122	16.27%	7.51						
Project Manager	37.75										64	8.53%	3.22						
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	750.0	100%	\$57.70	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Metro Strategies Group, LLC

Job Number

AVERAGE HOURLY PROJECT RATES

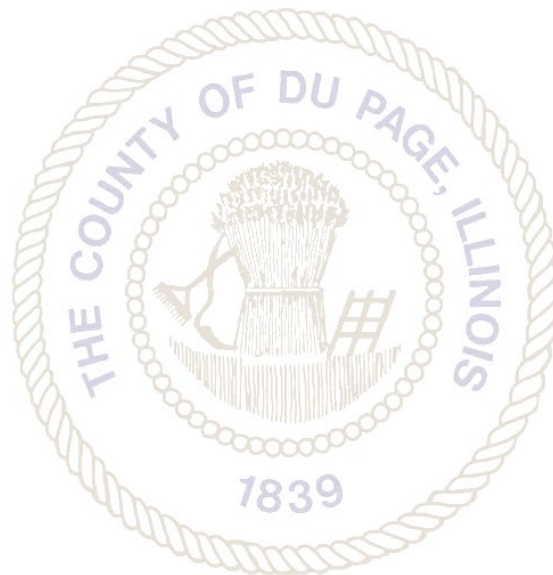
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12. Project Development Report			13. Project Management and Coordination			14. Grant Development											
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg			
Strategic Advisor	86.00																		
Principal	78.78																		
Senior Project Manager	46.48																		
Sr. Communications Manage	46.15																		
Project Manager	37.75																		
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount). (Maximum rate at minimum rate + 15% is usually a good amount to cover contract period.)





Required Vendor Ethics Disclosure Statement

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

Date: 6/25/24

Bid/Contract/PO #: _____

Company Name: Christopher B. Burke Engineering, Ltd.	Company Contact: Emily Anderson
Contact Phone: 847-823-0500	Contact Email: eanderson@cbbel.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Deborah Conroy	Christopher B. Burke Engineering, Ltd.	Cash	\$2,500	6/7/24

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File
 Printed Name Michael E. Kerr
 Title President
 Date 6/25/24

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: Metro Strategies Group, LLC	Company Contact: Seema Wadia
Contact Phone: 630-534-6400 xt 103	Contact Email: swadia@metrostratgroup.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Seema Wadia

Title Principal

Date 7/16/2024

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



Action Item

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

File #: 24-2146

Agenda Date: 8/20/2024

Agenda #: 9.A.

DT-R-0090A-23

AMENDMENT #1

TO JOINT FUNDING AGREEMENT, LOCAL PUBLIC AGENCY AGREEMENT DT-R-0090-23,
FOR FEDERAL PARTICIPATION
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR THE EAST BRANCH DUPAGE RIVER TRAIL (EBDRT)
FROM BUTTERFIELD ROAD (IL 56) TO ILLINOIS PRAIRIE PATH (IPP)
SECTION 23-00002-08-BT

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0090-23 on November 14, 2023 wherein the County of DuPage (hereinafter referred to as "COUNTY") and the Illinois Department of Transportation (hereinafter referred to as "STATE") entered into a Joint Funding Agreement for PE/ROW for Federal Participation to construct a multi-use path along the East Branch DuPage River from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section #23-00002-08-BT (hereinafter referred to as "PROJECT"), which outlined the financial participation of the parties related to the preliminary engineering costs for the PROJECT ("AGREEMENT"); and

WHEREAS, at the time, the estimated cost for preliminary engineering for the PROJECT was \$1,500,000.00, and the reimbursement to the COUNTY by the STATE was, and continues to be, \$1,200,000.00; and

WHEREAS, since additions to the scope of work are necessary for additional assistance with stakeholder outreach, which increases the cost to be paid to the Consultant, the STATE requires an amendment to the AGREEMENT to reflect the increase in the COUNTY's share of the preliminary engineering costs; and

WHEREAS, the increased cost for the preliminary engineering for the PROJECT is \$126,429.00 to be COUNTY funded; and

WHEREAS, the Local Public Agency Amendment #1 for Federal Participation (hereinafter referred to as "AMENDMENT") is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the County Board of DuPage County adopts this AMENDMENT to DT-P-0090-23 to modify the Joint Funding Agreement to reflect the increase in the COUNTY's funding in the amount of \$126,429.00, resulting in an amended contract with the STATE; the total amount of the contract is \$1,626,429.00 an increase of 8.43%; and

BE IT FURTHER RESOLVED that the County Clerk transmit four (4) original copies of this AMENDMENT and any attached Illinois Department of Transportation BLR forms to the State of Illinois Department of Transportation, by and through the Division of Transportation.

Enacted and approved this 27th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
DuPage County	DuPage	23-00002-08-BT

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
HIP-CDS	N/A	CMAP	08-23-0014

Construction on State Letting Construction Local Letting Day Labor Local Administered Engineering Right-of-Way

Construction

Engineering

Right of Way

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-047-23	RI01(338)		

Reason for modification of original Agreement

Supplement #1 to add Metro Strategies Group, LLC as sub-consultant to assist with stakeholder outreach.

This amended Agreement, hereinafter referred to as "**Amendment**" is made and entered to in between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **LPA** and **STATE** agree to revise the original Agreement by execution of this **Amendment**.

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
East Branch DuPage River Trail	N/A	N/A	From	To
			N/A	N/A

Location Termini

Illinois Prairie Path to IL 56 (Butterfield Rd)

Current Jurisdiction	Existing Structure Number(s)	Add Location
DuPage County		Remove

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this **Amendment**, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum (**required for increases to state-let contracts only**).

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation Signature & Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets Signature & Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer Signature & Date

Michael Prater, Chief Counsel Signature & Date

Vicki Wilson, Chief Fiscal Officer Signature & Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

SCHEDULE NUMBER 2

Local Public Agency DuPage County	County DuPage	Section Number 23-00002-08-BT
---	-------------------------	---

Construction	Engineering	Right of Way
Job Number	Job Number	Job Number
Project Number	Project Number	Project Number
	P-91-047-23	RI01(338)

ORIGINAL DIVISION OF COST (ODC)									
Type of Work	Federal Funds			State Funds			Local Public Agency Funds		
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%
Preliminary Engineering	CDS	\$1,200,000.00	*				Local	\$300,000.00	*
ODC Federal Funds		\$1,200,000.00	ODC State Funds			ODC LPA Funds		\$300,000.00	Total
									\$1,500,000.00

AMENDMENT # 1									
Type of Work	Federal Funds			State Funds			Local Public Agency Funds		
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%
Preliminary Engineering							Local	\$126,429.00	*
Federal Funds Amendment # 1			State Funds Amendment # 1			LPA Funds Amendment # 1		\$126,429.00	Total
									\$126,429.00

Add Amendment	Remove Amendment	
Total Federal Funds	Total State Funds	Total LPA Funds
\$1,200,000.00		\$426,429.00
		TOTAL
		\$1,626,429.00

CUMULATIVE DIVISION OF COST (CDC)									
Type of Work	Federal Funds			State Funds			Local Public Agency Funds		
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%
Preliminary Engineering	CDS	\$1,200,000.00	*				Local	\$426,429.00	*
CDC Federal Funds		\$1,200,000.00	CDC State Funds			CDC LPA Funds		\$426,429.00	Total
									\$1,626,429.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:
***MAXIMUM FHWA (CDS) PARTICIPATION 80% NTE \$1,200,000.00.**

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Instructions for BLR 05311 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submit.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. This form serves as an amendment to BLR 05310. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Amendment No.	Insert the amendment number as it applies to this amendment.
<u>Local Public Agency</u>	
Name of LPA	Insert the name of the LPA
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	From the drop down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are: Bi-State Bi-State Regional Commission CMAP Chicago Metropolitan Planning Organization CUUATS Champaign/Urbana Urban Area Transportation Study DATS Danville Area Transportation Study DMATS Dubuque Metropolitan Area Transportation Study DSATS DeKalb/Sycamore Area Transportation Study DUATS Decatur Urbanized Area Transportation Study EWGCG East-West Gateway Council of Governments KATS Kankakee Area Transportation Study MCRPC McLean County Regional Planning Commission PPUATS Peoria/Pekin Urban Area Transportation Study RPC Region 1 Planning Council SATS Springfield Area Transportation Study SEMPO South East Metropolitan Planning Organization SIMPO Southern Illinois Metropolitan Planning Organization SLATS State Line Area Transportation Study
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Day Labor	Check this box if the project will be constructed using day labor.
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.
Right-of-Way	Check this box if Right-Of-Way is part of the project.
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Engineering	
Job Number	Insert the job number assigned for the engineering portion of this project.
Project Number	Insert the project number assigned to the engineering portion of this project.

Instructions for BLR 05311 - Page 2 of 3

Right-of-Way

Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
<u>Reason for Modification</u>	Brief explanation of why project costs have changed.
<u>Location</u>	Use the add location button to add additional locations if needed.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.

Schedule

Within the Schedule table, check the box as applicable. Insert the item number of the schedule and a description of the item.

1. Location Map Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost Insert the division of cost page (see separate instructions for completing this document).
3. LPA Appropriation Resolution For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.
4. IDOT Fiscal Approval Signature Page

Approved

Local Public Agency	The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number https://sam.gov/content/duns-uei).
Illinois Dept. of Transportation	The appropriate IDOT official shall sign and date here.

Division of Cost Table

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example:

Maximum STR participation 80% not to exceed \$100,000

Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Instructions for BLR 05311 - Page 3 of 3

Division of Cost Table Entry:

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.
Division of Cost Table Values:	
Original Division of Costs	Insert amounts and percentages from the original joint agreement Division of Cost Table.
Amendments	Insert each Amendment into a separate table. Only include changes made by the Amendment. Enter deductions with negative values. Additional Amendment tables may be added by clicking the "Add Amendment" button.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file
Bureau of Local Roads Central Office (2)

Printing Instructions

For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.





Presentation

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

File #: 24-2242

Agenda Date: 8/20/2024

Agenda #: 10.A.



DUPAGECOUNTRY

DIVISION OF TRANSPORTATION

FY2025 BUDGET PRESENTATION – August 20, 2024



REVENUE

- Local Gas Tax
- Motor Fuel Tax
- Impact Fees
- Reimbursements
 - Federal/State Grants
- Infrastructure Fund (a.k.a. RTA Tax)





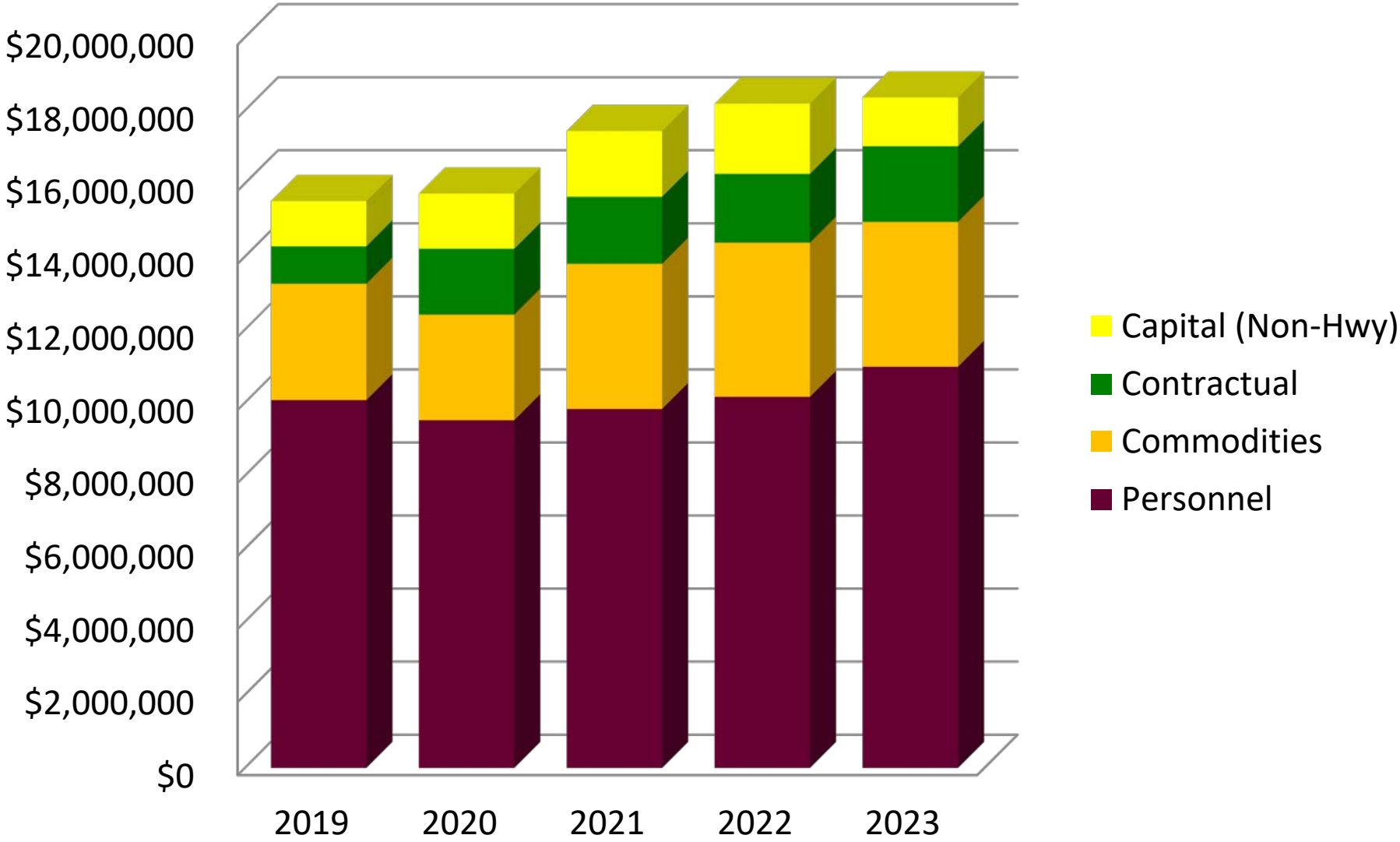
SUMMARY OF REVENUE

	Approved FY 2024	Projected FY 2025
Local Gas Tax	\$ 38,905,970	\$ 38,765,274
Motor Fuel Tax	\$ 23,526,575	\$ 23,685,788
Impact Fees	\$ 0	\$ 0
Other	\$ 5,924,500	\$ 7,069,768
Total	\$ 68,357,045	\$ 69,520,830





OPERATING EXPENSES





SUMMARY OF OPERATING EXPENSES

	Approved FY 2024	Projected FY 2025	Variance
Personnel/Benefits	\$ 12,653,103	\$ 15,069,417	19.1%
Commodities	\$ 5,919,100	\$ 6,146,400	3.8%
Contractual (non-roadway/ Engineering)	\$ 9,474,121	\$ 6,122,058	-35.4%
Capital (non-roadway)	\$ 4,504,336	\$ 9,225,000	104.8%
Bond Payments	\$ 750,000	\$ 750,000	0.0%
Total	\$ 33,300,660	\$ 37,312,875	12.1%



CORE OPERATING BUDGET

Fund Balance:	\$ 93,005,802
Revenue:	\$ 69,520,830
Operating Expenses (Excluding Capital Projects):	
Personnel	\$ 15,069,417
Commodities	\$ 6,146,400
Contractual	\$ 18,517,620
Debt Payment	\$ 750,000
Carryover:	\$ 41,261,571
Capital: (excluding contingency)	\$ 65,134,509





FY2025 BUDGET SUMMARY

\$148.9M Recommended

- 45.1% (\$46.3M) more than FY24 Budget (\$102.6M)
- Operations \$42.9M or 29% of budget
- Capital \$106.0M or 71% of budget





PROPOSED FY2025 CAPITAL PROGRAM

- Engineering
 - Feasibility studies
 - Planning/environmental reports
 - Design/contract documents
 - Construction oversight
- Land Acquisition
- Construction Projects
- Participation Agreements





PROPOSED FY2025 ENGINEERING

75 th Street Frontage Roads	In Woodridge	Repair/Reconstruction	Construction Engineering
Active Transportation Plan	Countywide	Plan Development	Planning
Army Trail Road	Over West Branch DuPage River	Bridge Replacement	Construction Engineering
County Farm Road	At Geneva Road	Intersection Improvement	Design
Facility Improvements	Maintenance Building	Building Replacement	Construction Engineering
Facility Improvements	Fueling Station	Replacement	Construction Engineering
Fabyan Parkway	Kane County Line to IL 38	Widening/Reconstruction	Construction Engineering
Stearns Road	Kane County Line to Munger Road	New Multi-Use Path	Design
Hinsdale Lakes Terrace	Various Locations	Sidewalk, Lighting, and Related Improvements	Design
York Road	Foster Ave. to Supreme Dr.	Widening Reconstruction	Design





PROPOSED FY2025 CONSTRUCTION CONTRACTS

75 th Street Frontage Roads	IL 53 to Janes Avenue	Repair/Reconstruction	\$ 1,500,000
Army Trail Road	Over West Branch DuPage River	Bridge Replacement	\$ 6,900,000
Bloomington Road	At CN Railway	Bridge Replacement	\$ 6,000,000
Facility Improvements	Maintenance Building	Building Replacement	>\$60,000,000
Facility Improvements	Fueling Station	Replacement	\$ 1,000,000
LED Replacements	Various Locations	Maintenance/State of Good Repair	\$ 300,000
Naperville Road	Ridgeland Avenue to Diehl Road	Intersection Improvements	\$ 8,100,000
Pavement Marking	Various Locations	Maintenance/State of Good Repair	\$ 500,000
Resurfacing Program	Various Locations	Maintenance/State of Good Repair	\$ 5,000,000
Retaining Walls	Various Locations	Maintenance/State of Good Repair	\$ 250,000
Traffic Signal Maintenance	Various Locations	Maintenance/State of Good Repair	\$ 3,120,000
Traffic Signal Mast Arm Replacements	Various Locations	Maintenance/State of Good Repair	\$ 600,000
Winfield Road	IL 38 to Mack Road	New Multi-Use Path	\$ 650,000





EQUIPMENT REQUESTS FY2025

Auto Equipment		
16 Plow Trucks	\$4,950,162	(8 from FY23 & 8 from FY24)
3 Pickup Trucks	\$ 220,000	
2 Service Trucks	\$ 480,000	
Street Sweeper	\$ 420,000	
Semi-Tractor	\$ 200,000	
4 Admin Vehicles	\$ 160,000	
Equipment & Machinery		
Vehicle Lifts	\$2,730,515	Partial Carryover – work in progress
Man Lift	\$ 85,000	
Construction/Other Motor Equipment		
3 Dump Trucks	\$ 426,000	1 New, 2 Carryover (FY 24)
Lift Replacement	\$ 180,000	
3 Trailers and 7 Road Maintenance Equipment	\$ 308,000	



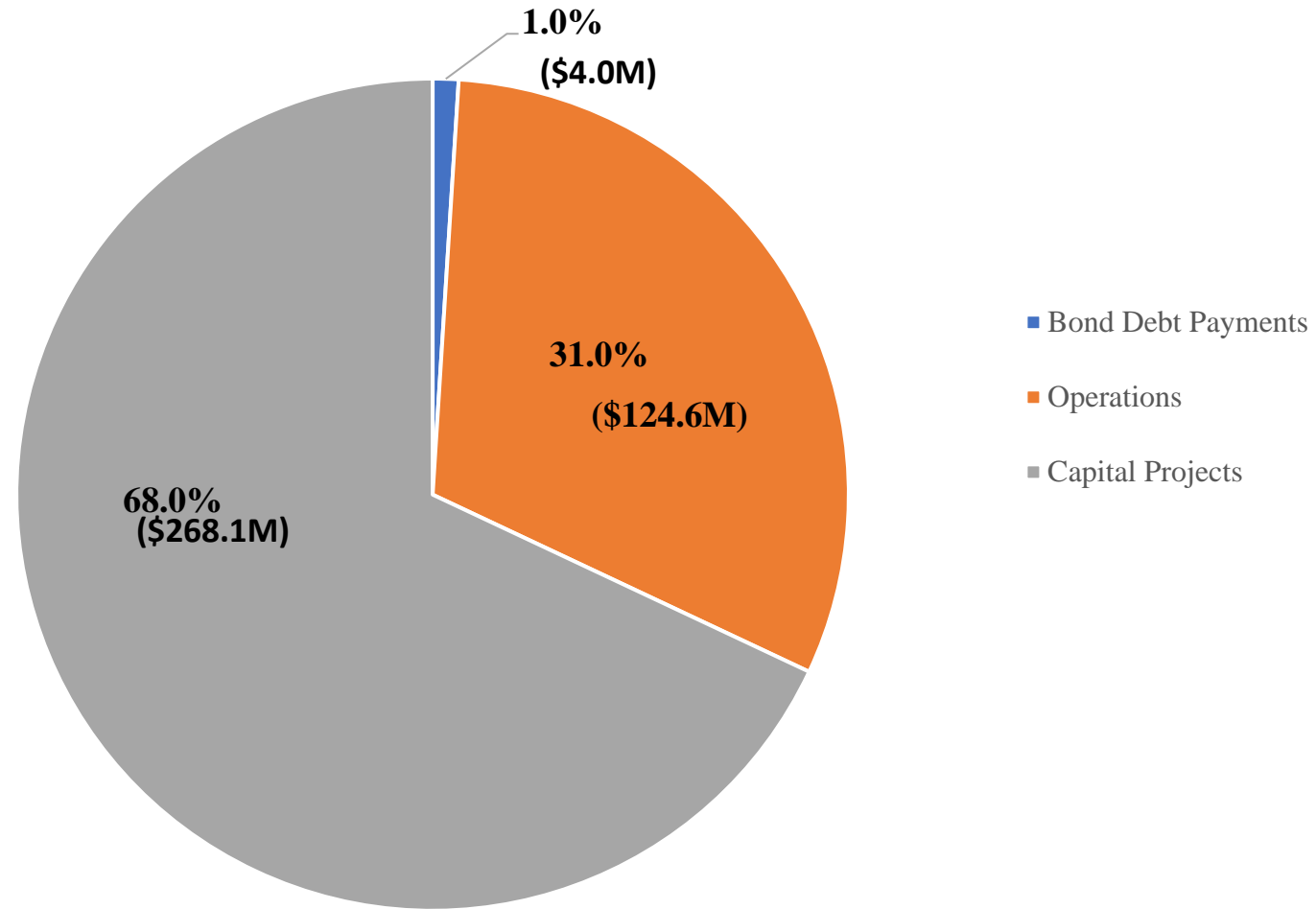


Proposed Five-Year Highway Improvement Program 2025-2029



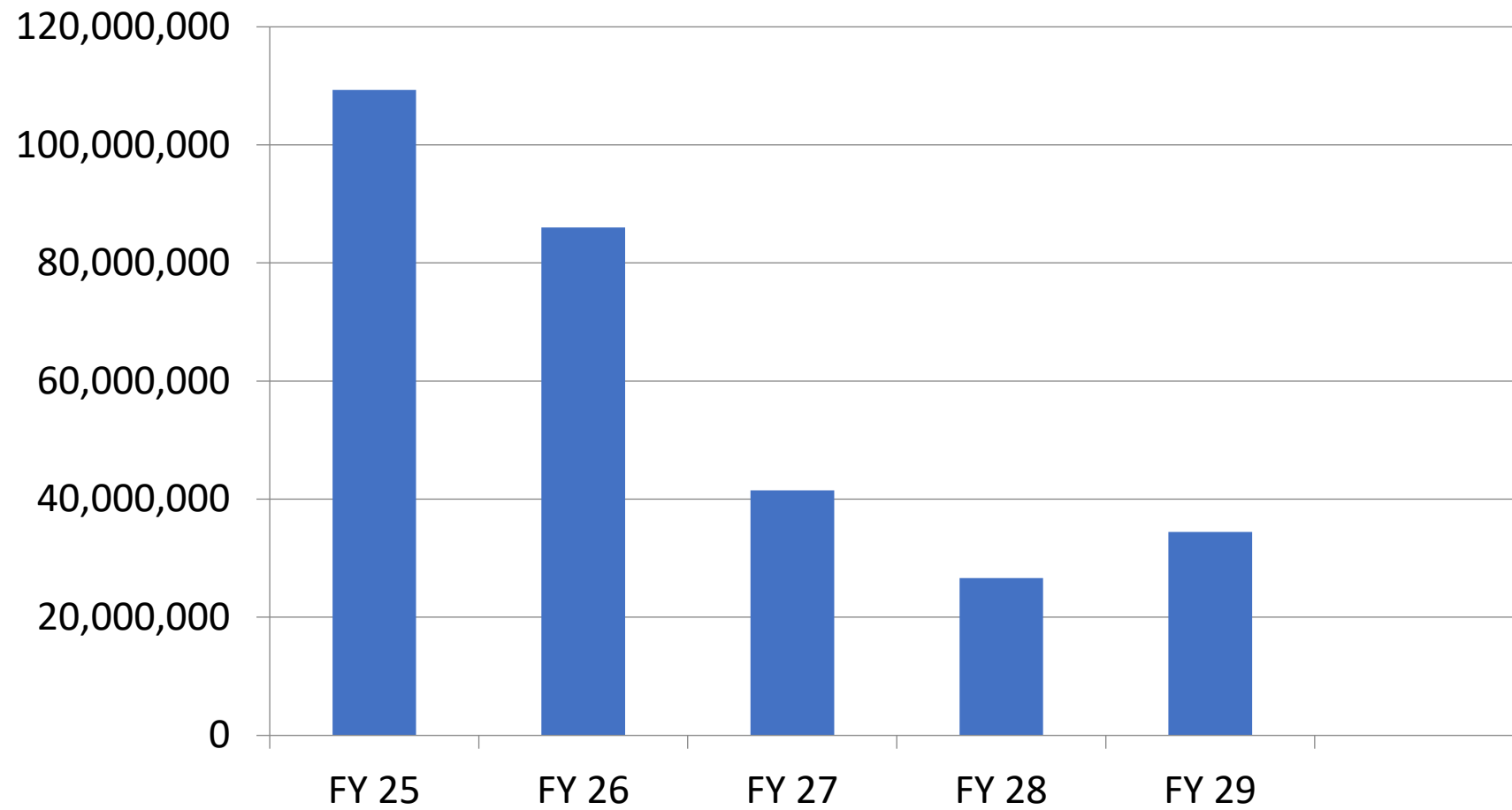


DUPAGE COUNTY FIVE-YEAR OUTLOOK \$407.3M





CAPITAL PROGRAM FY25-29





PROPOSED DOT BUDGET

Questions?

