



# DU PAGE COUNTY

## Transportation Committee

### Regular Meeting Agenda

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

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Tuesday, July 7, 2026

10:00 AM

Room 3500B

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1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [26-1793](#)

DuPage County Transportation Committee meeting-Tuesday June 16, 2026.

6. PROCUREMENT REQUISITIONS

6.A. [DT-P-0053-26](#)

Recommendation for the approval of a contract to RTA Fleet Success, for Fleet Management Software, for the Division of Transportation, for the period August 1, 2026, through July 31, 2027, for a contract total not to exceed \$37,734.09; Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #102924-RTA).

6.B. [DT-P-0054-26](#)

Recommendation for the approval of a contract to Christopher B. Burke Engineering, Ltd., for Professional Phase I Engineering Services for improvements along CH 38/63rd Street, from Belmont Road to Williams Street, Section 26-00288-06-SP, for a contract total not to exceed \$268,216. 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.

7. CHANGE ORDERS

7.A. [26-1780](#)

DT-P-0311A-19 - Amendment to Resolution DT-P-0311-19, issued to HR Green, Inc. to provide Professional Preliminary Design Engineering Services for various improvements, Section 20-DEENG-03-EG, to extend the contract completion date and to increase the funding in the amount of \$100,000, resulting in an amended contract total amount of \$500,000, an increase of 25%.

**8. AWARDING RESOLUTIONS****8.A. [DT-R-0030-26](#)**

Recommendation for the approval of an agreement to Thompson Coburn, LLP, to provide Professional Legal Services to assist with environmental issues, as needed for the Division of Transportation, for the period July 7, 2026 through November 30, 2027, for an agreement total not to exceed \$30,000. Appointed as a Special Assistant State's Attorney by the DuPage County State's Attorney pursuant to DuPage County Procurement Ordinance 2-356.

**8.B. [DT-R-0031-26](#)**

Recommendation for the approval of an agreement to Thompson Coburn LLP, to provide Professional Legal Services to negotiate Highway Authority Benefit Agreement Applications, as needed for the Division of Transportation, for the period July 7, 2026 through November 30, 2027, for an agreement total not to exceed \$30,000. Appointed as a Special Assistant State's Attorney by the DuPage County State's Attorney pursuant to DuPage County Procurement Ordinance 2-356. (County to be reimbursed 100% of incurred fees.)

**8.C. [DT-R-0028-26](#)**

Awarding resolution to Ferguson Enterprises LLC for the 2026 Milton Township Storm Sewer Materials, Section 26-050000-00-GM, for an estimated Township cost of \$43,620.42, per lowest responsible bid, (No County cost).

**9. INTERGOVERNMENTAL AGREEMENTS****9.A. [DT-R-0029-26](#)**

Reimbursement agreement between the County of DuPage and the Union Pacific Railroad, for the East Branch DuPage River Trail project, section 19-0002-07-BT. County Cost \$50,000.

**10. INFORMATIONAL**

TRANSIT UPDATES

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



# Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 26-1793

**Agenda Date:** 7/7/2026

**Agenda #:** 5.A.

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# DU PAGE COUNTY

## Transportation Committee

### Draft Summary

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

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**Tuesday, June 16, 2026**

**10:00 AM**

**Room 3500B**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

<b>PRESENT</b> Covert, Evans, Deacon Garcia, Ozog, Tornatore, and Zay
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**3. CHAIR'S REMARKS - CHAIR OZOG**

Chair Ozog welcomed the Division of Transportation's Traffic interns, as well as Member Covert's two children.

**4. PUBLIC COMMENT**

The following individuals made public comments:

Don Kirchenberg: Proposed stop light at Great Western Trail crossing at County Farm Road

**26-1792**

Public comment.

**5. APPROVAL OF MINUTES**

5.A. [26-1656](#)

DuPage County Transportation Committee meeting-Tuesday June 2nd, 2026.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Deacon Garcia
<b>SECONDER:</b>	Sadia Covert

**6. PROCUREMENT REQUISITIONS**

6.A. [26-1637](#)

Recommendation for the approval of a contract to Al Piemonte Ford Sales, Inc., to provide heavy duty body repairs for the DOT Fleet, as needed for the Division of Transportation, for the period of July 1, 2026 through June 30, 2027, for a total contract value not to exceed \$15,000; per renewal of bid #23-071-DOT. Third and final renewal.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

6.B. [26-1638](#)

Recommendation for approval of a contract purchase order with Snap-On Industrial to furnish and deliver Snap-On tools and diagnostic equipment, provide service repairs on equipment, and provide a software maintenance agreement for the Division of Transportation, for the period July 1, 2026, through June 30, 2027, for a contract total not to exceed \$30,000; contract pursuant to the Intergovernmental Cooperation Act (Sourcewell #121223).

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Sadia Covert

6.C. [DT-P-0052-26](#)

Recommendation for the approval of a contract to Mac's Body Shop, Inc., for auto body repairs, as needed for the Division of Transportation, for the period of July 1, 2026 through June 30, 2027, for a contract total not to exceed \$70,000 (\$20,000 for DOT and \$50,000 for Sheriff's Office); per renewal of bid #23-071-DOT. Third and final renewal.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Paula Deacon Garcia

7. **CHANGE ORDERS**

## MOTION TO COMBINE ITEMS

Chair Ozog moved and Member Covert seconded a motion to combine items 7.A. through 7.M. The motion was approved on voice vote, all "ayes", motion carried.

7.A. [26-1692](#)

Bowman Consulting Group PO # 5750-1-SERV-Decrease remaining encumbrance and close contract to provide Professional Construction Engineering Services for the Division of Transportation; contract expired on November 30, 2024.

7.B. [26-1689](#)

Builders Paving PO # 7042-1-SERV-Decrease remaining encumbrance and close contract to provide 2024 Pavement Maintenance (North) for the Division of Transportation, contract expired on June 30, 2025.

- 7.C. [26-1728](#)  
Chicago Testing Laboratory PO # 5876-1-SERV-Decrease remaining encumbrance and close contract to provide Professional Geotechnical and Materials Engineering Services to the Division of Transportation, contract expired on November 30, 2024.
- 7.D. [26-1730](#)  
Christopher B. Burke Engineering PO # 5203-1-SERV-Decrease remaining encumbrance and close contract to provide Professional Preliminary Engineering Services for Flashing Yellow Arrow Corridor at 63rd Street, contract expired on June 30, 2024.
- 7.E. [26-1736](#)  
Cintas Corporation PO # 6761-1-SERV-Decrease remaining encumbrance and close contract to provide rental of mechanics' uniforms, floor mats and medical supplies, for the Division of Transportation, contract expired on September 11, 2025.
- 7.F. [26-1697](#)  
Downers Grove Township PO # 8018-1-SERV-Decrease encumbrance and close contract, as the PO was entered, in error, to Downers Grove instead of the awarded contractor, Schroeder Asphalt.
- 7.G. [26-1693](#)  
Huff & Huff, Inc. PO # 6127-1-SERV-Decrease remaining encumbrance and close contract to provide Professional Landscape Design and Engineering Services for the Division of Transportation, contract expired on November 30, 2024.
- 7.H. [26-1688](#)  
K-Five Construction PO # 7043-1-SERV-Decrease remaining encumbrance and close contract to provide 2024 Pavement Maintenance (South) for the Division of Transportation, contract expired on June 30, 2025.
- 7.I. [26-1681](#)  
Sebert Landscaping PO # 5736-1-SERV-Decrease remaining encumbrance and close contract to provide 2022-2023 Highway Vegetative Maintenance for the Division of Transportation; contract expired May 31, 2024.
- 7.J. [26-1682](#)  
Sebert Landscaping PO # 5738-1-SERV-Decrease remaining encumbrance and close contract to provide 2022-2023 Various Highway Landscaping Maintenance for the Division of Transportation; contract expired May 31, 2024.
- 7.K. [26-1690](#)  
Schroeder Asphalt PO # 5995-1-SERV-Decrease remaining encumbrance and close contract for the 2022 Downers Grove Road Maintenance Program, contract expired on November 30, 2024.
- 7.L. [26-1733](#)  
Schroeder Asphalt Services PO # 6476-1-SERV-Decrease remaining encumbrance and close contract for the Wayne Township Road Maintenance Program, contract expired November 30, 2025.

7.M. [26-1695](#)

Terra Engineering PO # 6970-1-SERV-Decrease remaining encumbrance and close contract to provide Professional Engineering Services for trail user counts, for the Division of Transportation, contract expired on November 30, 2024.

<b>RESULT:</b>	APPROVED THE CONSENT AGENDA
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Paula Deacon Garcia
<b>AYES:</b>	Covert, Evans, Deacon Garcia, Ozog, Tornatore, and Zay

## 8. AMENDING RESOLUTIONS

8.A. [26-1724](#)

DT-P-0400A-21 – Amendment to Resolution DT-P-0400-21 issued to Hampton, Lenzini & Renwick, Inc., for Professional Construction Engineering Services for the Central Signal System Expansion Section # 19-DCCSS-03-TL, to extend the contract and increase the funding in the amount of \$22,000, resulting in an amended contract total of \$763,407, an increase of 2.97%.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Jim Zay

## 9. INFORMATIONAL

9.A. [PW-P-0017-26](#)

Recommendation for the approval of a contract to Sheffield Safety and Loss Company, LLC, to provide Safety Program Management for various County Departments, for the period of June 25, 2026 to June 24, 2027, for a total contract amount not to exceed \$150,000; per RFP #25-046-PW. First of three options to renew.

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Jim Zay

## 10. GRANT PROPOSAL NOTIFICATIONS

10.A. [26-1738](#)

GPN 023-26: FY27-FY31 Safe Streets and Roads for All (SS4A), from the United States Department of Transportation (USDOT), for \$398,200.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Jim Zay

**11. OLD BUSINESS**

Director Travia updated the Transportation Committee members on the intersection of the Great Western Trail and County Farm Road concerns. He reminded the Committee of the improvements which were made in the last few years, including a pedestrian refuge island, and also announced that after continued review, a traffic study has indicated that a traffic signal has been warranted at that location. The Division of Transportation anticipates the signal could be installed by the end of this calendar year.

Discussion was held.

**12. NEW BUSINESS**

No new business was discussed.

**13. ADJOURNMENT**

With no further business, Chair Ozog moved and Member Zay seconded a motion to adjourn the meeting. The motion was approved on voice vote, all "Ayes", motion carried and the meeting was adjourned at 10:18 AM.



Transportation Requisition \$30,000.01+

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

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**File #:** DT-P-0053-26

**Agenda Date:** 7/7/2026

**Agenda #:** 6.A.

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AWARDING RESOLUTION  
ISSUED TO RTA FLEET SUCCESS  
FOR FLEET MANAGEMENT SOFTWARE  
FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$37,734.09)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (Sourcewell), the County of DuPage will contract with RTA Fleet Success; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to RTA Fleet Success for Fleet Management Software, for the Division of Transportation, for the period August 1, 2026, through July 31, 2027.

NOW, THEREFORE, BE IT RESOLVED that said contract for Fleet Management Software, for the Division of Transportation, for the period August 1, 2026, through July 31, 2027, is hereby approved for issuance to RTA Fleet Success, 17437 N. 71<sup>st</sup> Drive, Suite 110, Glendale, AZ 85383, for a contract total not to exceed \$37,734.09.

Enacted and approved this 14th day of July, 2026 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 26-1831	RFP, BID, QUOTE OR RENEWAL #: Sourcewell #102924-RTA	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$37,734.09
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 07/07/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$37,734.09
	CURRENT TERM TOTAL COST: \$37,734.09	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: RTA Fleet Success	VENDOR #: 45656	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Ben Krutzfeldt	VENDOR CONTACT PHONE: 623-259-1068	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: bkrutzfeldt@rtafleet.com	VENDOR WEBSITE:	DEPT REQ #: 26-1500-73	
<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.). Recommendation for the approval of a contract purchase order to Ron Turley Associates d/b/a RTA Fleet Success to provide fleet management software for the DOT Fleet. Requesting a one-year term effective August 1, 2026 through July 31, 2027, for a contract total not to exceed \$37,734.09; contract pursuant to the Intergovernmental Cooperation Act Sourcewell #102924-RTA.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished RTA Fleet360 will be utilized to manage DuPage County's fleet of vehicles and heavy equipment, including assets, inspections, preventative maintenance, invoicing, work orders, parts inventory, vehicle mileage, and fuel usage.			

**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. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

**SECTION 3: DECISION MEMO**

SOURCE SELECTION	Describe method used to select source. This contract was setup using the Sourcewell Contract #102924-RTA.
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. DOT staff recommends issuing a purchase order to RTA Fleet360, using the Sourcewell Contract #102924-RTA. 2. Request bids. 3. Status quo.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: RTA Fleet Success	Vendor#: 45656	Dept: Division of Transportation	Division: Accounts Payable
Attn: Ben Krutzfeldt	Email: bkrutzfeldt@rtafleet.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 17437 N. 71st Dr., Suite 110	City: Glendale	Address: 421 N. County Farm Road	City: Wheaton
State: AZ	Zip: 85383	State: IL	Zip: 60187
Phone: 623-259-1068	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: RTA Fleet Success	Vendor#: 45656	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:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 1, 2026	Contract End Date (PO25): Jul 31, 2027

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	RTA Fleet360	Software & Maintenance Agreement	FY26	1500	3520	53807		37,734.09	37,734.09
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 37,734.09

*Comments*

HEADER COMMENTS	Provide comments for P020 and P025. For Preventive Maintenance (PM) and Consulting Services 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 Ben Krutzfeldt, William Bell, Roula Eikosidekas 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.

# Ron Turley Associates - Proposal #72793

**FROM**

Ron Turley Associates LLC  
RTA Fleet Management Software  
17437 N 71st Drive Ste 110  
Glendale, AZ 85308  
(623) 581-2447

**SUMMARY**

<b>Proposal Number</b>	72793
<b>Date</b>	06/03/2026
<b>Terms</b>	Net 60
<b>Amount Due (USD)</b>	\$ 37,734.09

**BILL TO**

DuPage County  
Dupage County  
Attn: Accounts Payable  
421 North County Farm Road  
Wheaton, IL 60187  
United States

**SHIP TO**

Dupage County  
Attn: Accounts Payable  
421 North County Farm Road  
Wheaton, IL 60187  
United States

**DESCRIPTION****AMOUNT**

Annual SaaS Renewal fee for the term effective on 08/01/2026 and ending 07/31/2027. Assets 835 Sourcewell Contract #102924-RTA Discount Applied	37,734.09
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**Amount Due (USD) \$ 37,734.09**

signature on file

signature on file



**RTA** THE FLEET  
SUCCESS COMPANY

DuPage County  
Dupage County  
Attn: Accounts Payable  
421 North County Farm Road  
Wheaton, IL 60187  
United States

**INVOICE SUMMARY**

<b>Invoice Number</b>	72793
<b>Terms</b>	Net 60
<b>Amount Due (USD)</b>	\$ 37,734.09

**\*\*By proceeding with the acceptance and signing, the signer agrees to the proposed fleet management solution listed above, RTA Agreement Terms of Service on behalf of DuPage County \*\***

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: Ron Turley Associates, Inc. dba RTA**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ron Turley Associates, Inc. dba RTA, 17437 N. 71<sup>st</sup> Dr. #110, Glendale, AZ 85308(Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.


- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 23, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102924 to Participating Entities. In Scope solutions include:
- a. Fleet management information systems;
  - b. Fleet technology related hardware solutions;
  - c. Related software solutions;
  - d. Fleet telematics;
  - e. Geofencing solutions;
  - f. Motor pool and fleet sharing solutions services;
  - g. Integrated video solutions; and,
  - h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

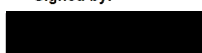
**13) Supplier Representations:**

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
  
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
  
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
  
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Ron Turley Associates, Inc. dba RTA

Signed by:   
 By: C0FD2A139D06489...  
 \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 4/22/2025 | 3:39 PM CDT

Signed by:   
 By: D7E0CCAE529F465...  
 \_\_\_\_\_  
 Kevin Burdick  
 Title: Vice President of Sales  
 Date: 4/22/2025 | 2:54 PM CDT

**AMENDMENT #1  
TO  
MASTER AGREEMENT #102924-RTA**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Ron Turley Associates, Inc.** (Supplier).


Sourcewell awarded a Master Agreement (102924-RTA) to Supplier to provide solutions to Participating Entities related to Fleet Management Technologies with Related Software Solutions (Agreement).

On November 25, 2025, Supplier changed its name from Ron Turley Associates, Inc., to Ron Turley Associates, LLC, and wishes to amend the Agreement to reflect that change.

NOW, THEREFORE, the parties amend the Agreement as follows:

Sourcewell acknowledges Supplier’s name change and agrees to amend the Agreement to reflect the new corporate name, Ron Turley Associates, LLC. As of the effective date of this Amendment, all references in the Agreement to “Ron Turley Associates, Inc.” will be replaced with “Ron Turley Associates LLC.”

Except as amended, the Agreement remains in full force and effect.

**Sourcewell**  
Signed by:   
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Chief Operating and Procurement Officer

**Ron Turley Associates. LLC (f/k/a Ron Turley Associates, Inc.)**  
Signed by:   
C2DD449BF978425...  
By: \_\_\_\_\_  
Kevin Burdick  
Vice President of Sales

Date: 2/13/2026 | 11:08 AM CST

Date: 2/13/2026 | 12:03 PM CST

## **Services Agreement for RTA Fleet Management Software-as-a-Service by Ron Turley Associates Inc**

This Services Agreement for RTA Fleet Management System (“Agreement”) is between Ron Turley Associates, Inc. (“RTA or “Seller”), 17437 N 71<sup>st</sup> Drive, Suite 110, Glendale, AZ 85308, and DuPage County (“COMPANY” or “Customer”) 421 North County Farm Road, Wheaton, IL 60187. RTA or COMPANY may modify this Agreement from time to time, subject to the terms in Section 10 (Changes to this Agreement).

### **1. RTA’s Service Provided and COMPANY’s Use of the Service**

- a. RTA will allow COMPANY to access software provided by RTA through use of encrypted and password protected Web Application, Mobile Application and API’s (collectively the “Service”).
- b. COMPANY is hereby granted a non-exclusive, non-transferable, limited license to access and use the Service subject to the terms and conditions contained in this Agreement.
- c. RTA does not review or pre-screen the contents of electronic data uploaded or posted to the Service (“Content”) by the COMPANY, and RTA claims no intellectual property rights with respect to the Content.
- d. COMPANY agrees not to reproduce, duplicate, copy, sell, resell, or exploit access to the Service, use of the Service, or any portion of the Service, including, but not limited to the HTML or any visual design elements without the express written permission from RTA.
- e. COMPANY agrees not to modify, reverse engineer, adapt or otherwise tamper with the Service or modify another website to imply that it is associated with the Service, RTA, or any other software or service provided by RTA.
- f. COMPANY agrees not to use the Service in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, and obscene or in violation of this Agreement.
- g. The Service is protected by United States and international copyright laws and treaties, as well as other laws and treaties. Except for the non-exclusive license granted pursuant to this Agreement, COMPANY acknowledges and agrees that all ownership, license, intellectual property and other rights and interests in and to the Service shall remain solely with RTA.
- h. RTA reserves the rights at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Service, with 30 day written notice.
- i. RTA reserves the right to temporarily suspend access to the Service for operational purposes, including, but not limited to, maintenance, repairs, or installation of upgrades, and will endeavor to provide 24-hour notice prior to any such suspension, as detailed in section 8.

- j. COMPANY understands and acknowledges that while the software application is not certified, the data center and network equipment provided by AWS holds multiple certifications, viewable at <https://aws.amazon.com/compliance/programs/>.
- k. RTA will provide access to data backups on an automated, scheduled interval should COMPANY desire to archive a local copy of the data backup files. Email [support@rtafleet.com](mailto:support@rtafleet.com) to request this additional service option. No additional fee is charged for this optional service.
- l. The COMPANY understands and agrees that RTA cannot and does not control the flow of data to or from the network or on other portions of the internet. At times, actions or inactions of third parties may impair or disrupt COMPANY's connections to the internet or portions thereof.

## 2. Payment

- a. COMPANY will pay RTA invoices pursuant to Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. applies to all purchases made by DuPage County. The Act provides that the County must approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice or delivery of the goods or services – whichever is later. The County then has 30 days after approval to pay any portion of the invoice which it has not disapproved. Interest, when permitted under the Act, accrues monthly at 1%.
- b. Such invoices will begin upon execution of this Agreement in accordance with the payment terms enumerated in Section 2(a) above and will continue the recurring basis as specified in the pricing proposal attached to this Agreement.
- c. No refunds or credits will be issued for partial months that COMPANY utilizes the Service.
- d. If COMPANY fails to pay any payment in accordance with the payment terms enumerated in Section 2(a) above, RTA shall have the right to suspend the COMPANY's access to the Service or take any other steps necessary to ensure payment.
- e. COMPANY may purchase upgrades to the software or service at any time during the term of this Agreement, such as additional vehicle asset licenses, additional user licenses, or software add-on modules. Applicable pricing increase for the upgrades will be applied to the next billing cycle or the following month, whichever is closest.

## 3. Term of Service

- a. If COMPANY should wish to cancel the Agreement, it may do so by providing thirty (30) days' notice to RTA of intent to cancel and paying all outstanding charges.
- b. The Agreement shall be for an initial term of one (1) year, with an optional renewal up to one (1) year at a time subject to mutual cancellation at any time upon thirty (30) day written notice from one party to the other.

- c. RTA, in its sole discretion, has the right to suspend or discontinue providing the Service to COMPANY, with 30 days' notice, for non-compliance with this Agreement, and pursue any other remedy legally available to it.
- d. Upon cancellation or termination of this Agreement, RTA will provide a system backup which will be made available for download by COMPANY.
- e. Upon cancellation or termination of this Agreement, all Content associated with such subscription will be irrevocably deleted from the Service after 90 days, and RTA will have no obligations to maintain such Content thereafter.
- f. All outstanding balances must be paid in full prior to data backups being delivered to COMPANY.

#### **4. COMPANY Obligations**

- a. COMPANY shall designate, in writing, contact information for at least two representatives, including emergency contact information. Such representatives shall be notified via e-mail or phone in the event of any emergency related to the Service such as cyber security breach, data loss, or complete service outage. Any obligation of RTA related to any emergency shall be completed once RTA contacts either of the representatives either by telephone message or by sending an email message to a representative. If COMPANY fails to designate such emergency contacts, RTA shall have no obligation in an emergency.
- b. COMPANY shall comply with all reasonable requests of RTA, including, but not limited to, delivering information to RTA such as is necessary to perform the Service. RTA shall not be liable for any failure to deliver the Service that is caused by the failure of COMPANY to comply herewith.

#### **5. Representations of the Parties**

- a. Each party hereto represents and warrants that as of now, and at all times throughout this Agreement, (1) it is duly organized and has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement; and (2) the performance of its obligations under this Agreement does not violate any laws or regulations and does not breach any agreements with third parties.

#### **6. Warranty and Limitation of Liability**

- a. RTA warrants that the Services and intellectual property rights provided by RTA or used by RTA to provide the Services do not infringe on the intellectual property rights of any third party in the United States.
- b. RTA and its officers, employees and affiliates shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, damage to COMPANY's equipment, goodwill, use, data or other intangible losses, regardless of whether RTA had notice of the possibility of such damages, resulting from the use of the Service, except in the event of such damages arising out of or relating to the willful or negligent act,

- or willful or negligent omission of RTA, its officers, employees, agents or affiliates, or a breach of RTA's warranty in section 6(a), above.
- c. Notwithstanding anything to the contrary in this Agreement, RTA shall abide by all of its established security procedures and its online privacy policy, if applicable, in all respects; shall at all times comply with its privacy policy and all applicable laws, rules and regulations, and shall use commercially reasonable efforts to prevent the accidental unauthorized use, copying or disclosure of COMPANY's personal information. RTA shall maintain reasonable security measures designed to ensure the confidentiality of such personally identifiable data and to protect it from unwarranted, accidental or unauthorized access, disclosure, modification or destruction.
  - d. **LIMITATION OF**
  - e. **LIABILITY IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.**
  - f. **Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless, to the extent permitted by law, for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear**

**and tear of the Products (e.g., sweep bristles). Seller acknowledges that the Customer has made no representations, assurances, or guaranties regarding the Customer's legal capacity to indemnify Seller as provided for in this Contract. In the event a court of competent jurisdiction holds that Customer is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the Seller, or any person or entity claiming a right through Seller, or in the event of changes in the laws of the State of Illinois governing Customer's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this Contract or the parties' rights and obligations provided for therein.**

**In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customers may also have other rights that vary by state, country or another jurisdiction. 7. Database Access Provisions**

- a. In consideration for using the SQL Database format of RTA, RTA is offering this section as a Letter of Understanding concerning the DATA and issues that may arise in connection with an open database system. If COMPANY has requested direct access to the database, be it understood that:
- b. To provide direct connection to the COMPANY SQL database, making it available for connection from SQL Management Studio, Crystal Reports, or integrating with other SQL-aware applications, RTA must place the database on a SQL database server that is connected to the internet. The SQL server connection string listens on a non-standard port and is protected by standard SQL Server security features. A user account specific to COMPANY will be provided and is used solely to access the database. For additional security, a firewall prevents anonymous entities from connecting to the database server. COMPANY will need to provide RTA with the public IP address(es) from which COMPANY will be connecting to the database so that we may allow the connection.
- c. All database connections are read only.
- d. COMPANY is hereby notified that if a data element in a table is deemed to be invalid, RTA will use all diligence to determine the nature of the source of the invalidity. If source of the error is determined to be from an outside query operation or user modification to the data, RTA can assist in correcting the data at our standard professional services rate of \$250/hour.
- e. RTA is requesting that write access to the data be limited (e.g., Not available to non-technical users) to only certain users of the Service.
- f. RTA recognizes the value of using database systems to enhance data availability, access, and reporting. RTA Tech support will support the normal database access questions (field definitions, linkage relationships) but cannot assist in writing queries, forms, or other data-access objects and methods without a formal engagement for those services.

- g. COMPANY will specify static IP addresses that will be connecting to the RTA database by emailing Company Name and IP address(es) to support@rtafleet.com. Connections from all other addresses outside the Service will be blocked.

## **8. Service Level Agreement (SLA)**

- a. **Service Scope.** The following Services are covered by this section:
  1. Staffed telephone support
  2. Monitored email support
  3. Software monitoring
  4. Data Center monitoring
  5. Service Uptime

b. **COMPANY Requirements.** COMPANY responsibilities and/or requirements in support of this Agreement include:

1. Payment for service-related invoices at the agreed interval.
2. Reasonable availability of COMPANY representative(s) and/or COMPANY IT staff when resolving a service-related incident or request.
3. COMPANY IT staff is responsible for local computers, printers, and local network infrastructure maintenance.
4. COMPANY IT staff is responsible for maintaining a suitable internet connection and communication with applicable Internet Service Providers.
5. COMPANY will notify RTA by email ([support@rtafleet.com](mailto:support@rtafleet.com)) of changes in staff requiring addition or deletion of server user accounts within 1 business day.
6. COMPANY maintains user accounts and user privileges within the RTA Fleet Management Software.
7. Provide information about hours of operation to assist service administrators in scheduling planned maintenance for minimal disruption to COMPANY.
8. If hours of operation coincide with RTA business hours, work with service administrators to accommodate necessary maintenance during business hours.

c. **RTA Requirements.** RTA's responsibilities and/or requirements in support of this Agreement include:

1. Installing, configuring, and maintaining servers and network infrastructure related to the service.
2. Maintaining disk storage related to the service.
3. Appropriate notification to COMPANY for scheduled maintenance which would occur during COMPANY's normal operating hours (operating hours provided by COMPANY to RTA during initial setup of the service).
4. Appropriate notification to COMPANY for major data or system architecture changes.
5. Install upgrades and updates to the Fleet Management Software.
6. Provide access to downloadable data backups on an automated, scheduled interval should COMPANY desire to archive a local copy of the data backup files. COMPANY will submit request to service administrators ([support@rtafleet.com](mailto:support@rtafleet.com)) if access to data backups is desired.
7. Service Commitment. Use commercially reasonable efforts to make the service available with a Monthly Uptime Percentage of at least 99.8%, in each case during any calendar month.
  1. In the event RTA does not meet the Service Commitment, COMPANY will be eligible to request a Service Credit.
  2. If the monthly uptime is between 99.5% and 99.79%, COMPANY may request up to 10% of the monthly service charge.
  3. If the monthly uptime is less than 99.5%, COMPANY may request a credit of 50% of the monthly service charge.
  4. Ensure that data backups are encrypted using 256-bit Advanced Encryption Standard (AES-256).

5. Ensure that 3 copies of data backups are retained for 90 days, then permanently deleted.
  6. Ensure that backups are stored in separate physical data center campuses.
  7. Use commercially reasonable efforts to achieve the following Recovery Point Objective:
    - If SQL data needs to be restored because of a data entry error or other issue not related to storage media failure, the data can be recovered to any recent point in time within 1 minute of the problem.
    - If SQL data needs to be restored because of physical storage media failure, the data can be restored with a maximum loss of 15 minutes of data.
    - If images, documents, saved reports, data export files, etc. need to be restored, the data can be restored with a maximum loss of 2 hours. If Vision format data needs to be restored, the data can be restored with a maximum loss of 4 hours.
- d. **Exclusions.** The Service Commitment does not apply to any unavailability, suspension or termination of service or performance issues: (i) that result from a suspension of the Agreement; (ii) caused by factors outside of RTA's reasonable control, including any force majeure event or Internet access or related problems beyond the physical point at which the private network of Ron Turley Associates' data center connects to the public network; (iii) that result from COMPANY equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within RTA's direct control); (iv) that result from any scheduled maintenance, with at least one business day notice provided to COMPANY via email; (v) that result from any routine scheduled maintenance outside of COMPANY's normal business hours; (vi) arising from RTA's suspension and termination of COMPANY's right to use the Fleet Management Software service in accordance with the Agreement. If availability is impacted by factors other than those used in RTA's Monthly Uptime Percentage calculation, then RTA may issue a Service Credit considering such factors at RTA's discretion.
- e. **Service Availability.** Coverage parameters specific to the service(s) covered in this Agreement are as follows:
- Access to the service: 24/7 (99.8% uptime)
  - Telephone support: 5:00 A.M. to 5:00 P.M. Monday – Friday Arizona Time
    - Calls received out of office hours will be handled on the next business day
    - Calls received on holidays will be handled on the next business day
    - Email support: Monitored 5:00 A.M. to 5:00 P.M. Monday – Friday
    - Emails received outside of office hours handled on the next business day
    - Software monitoring: Monitored 5:00 A.M. to 5:00 P.M. Monday – Friday
    - RTA Fleet Management Software records error conditions to a log file when possible. RTA service administrators monitor the logs and perform necessary actions during business hours.

- Data Center monitoring: 24/7
  - Server hardware and data center network are monitored with industry standard tools 24/7 by RTA service administrators as well as technicians on duty at the contracted Network Operations Center where RTA servers are located.
- f. **Service Requests.** In support of services outlined in this Agreement, the RTA will respond to service-related incidents and/or requests submitted by the COMPANY within 0-4 hours (during business hours) and provide an incident status to COMPANY staff.

## 9. Miscellaneous Provisions

- a. COMPANY shall not assign this Agreement without the express written consent of RTA, which shall not be unreasonably withheld. Any assignment contrary to this provision will be null and void.
- b. Any notice required to be given under this Agreement shall be in writing and may be made either by over-night mail or by electronic mail with return receipt requested. Such notice will be deemed given the following business day regardless of the way it was sent. Notice to COMPANY shall be delivered to the email address for COMPANY's primary contact on file. Notice to RTA shall be given to the following email address: [support@rtafleet.com](mailto:support@rtafleet.com).
- c. RTA may not use the name of COMPANY in its marketing efforts or any other use of the name of COMPANY without prior written consent from COMPANY.
- d. Dispute Discussion. In the event of a dispute between the Parties arising out of this Agreement, representatives of each Party shall meet (either in person or by telephone), within 10 days after receipt of a notice from either Party specifying the nature of the dispute, to review a Party's claims for the basis of such dispute and attempt to resolve in all such claims. Thereafter, if the Parties are unable to resolve the dispute within such period, the matter shall be escalated to a Vice President (or a more senior officer) of each party, who will meet, either in person or by telephone, within 15 days of such escalation. If the dispute remains unresolved after such escalation, then the Parties may proceed with all remedies available at law or equity.
- e. Severability; Waiver. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable under present or future laws, such provisions will be struck from this Agreement or amended, but only to the extent of their invalidity, illegality, or unenforceability. The parties remain legally bound by the remaining terms of this Agreement, and this Agreement will be deemed reformed in a manner as consistent as reasonably possible with the original intent of the parties as expressed in this Agreement. Failure of either party to enforce any right under this Agreement will not be deemed a waiver of such right and will not constitute a waiver of its future enforcement of such right or any other rights.
- f. Integration; Modification. This Agreement expresses the complete and final understanding of the parties with respect to the subject matter hereof, and supersedes all prior communications between the parties, whether written or oral, with respect to the subject matter hereof. No modification of this Agreement will

be binding upon the parties hereto, unless in writing and executed by COMPANY and RTA.

- g. Headings; Number and Gender. All headings and captions are for convenience only and are of no meaning in the interpretation or effect of this Agreement. Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender, or no gender include all genders.
- h. The respective rights and obligations of RTA and COMPANY, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the rights and obligations regarding payment, ownership, confidentiality, limitation of liability, indemnification, cybersecurity, and data access and ownership, shall survive the termination or expiration of this Agreement.

### 10. Changes to this Agreement

- a. RTA or COMPANY may update or modify this Agreement from time to time. Any updates or modifications must be done in writing and mutually executed. If the parties mutually agree to modify this Agreement during the License Term or Subscription Term, the modified version will be effective upon the next renewal of a License Term, Support and Maintenance term, or Subscription Term, as applicable.
- b. This Agreement remains valid until superseded by a revised agreement mutually agreed upon by RTA and COMPANY. This Agreement *supersedes* and replaces any prior *agreements*, representations, or understandings, whether written, oral, or implied, between RTA and COMPANY regarding the agreement described herein.

DUPAGE COUNTY

RON TURLEY ASSOCIATES INC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**RTA #102924-RTA**

Pricing for contract #102924-RTA offers Sourcewell participating agencies the following discounts:

- 8% off of MSRP for software and services, including fleet management consulting services.
- Telematics and other hardware solutions offered by RTA Fleet also include a 5% discount off of MSRP.



## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Ron Turley Associates
CONTACT PERSON:	Lisa Baka
CONTACT EMAIL:	invoices@rtafleet.com

### Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

- Yes
- No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- Yes
- No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

**Section III: Violations**

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:  
[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:  
[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

**Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Lisa Baka Signature: 

Title: Controller Date: 6/3/2026



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**File #:** DT-P-0054-26

**Agenda Date:** 7/7/2026

**Agenda #:** 6.B.

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AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS  
AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR  
PROFESSIONAL PHASE I ENGINEERING SERVICES  
FOR TRAFFIC SIGNAL MODERNIZATION & FLASHING YELLOW  
ARROW IMPLEMENTATION AT CH 38/63<sup>RD</sup> STREET  
FROM BELMONT ROAD TO WILLIAMS STREET  
SECTION 26-00288-06-SP  
(CONTRACT TOTAL NOT TO EXCEED \$268,216.00)

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

WHEREAS, the COUNTY requires Professional Preliminary (Phase I) Engineering Services for the implementation of a flashing yellow arrow corridor along CH 38/63<sup>rd</sup> Street, from Belmont Road to Williams Street, Section 26-00288-06-SP; and

WHEREAS, Christopher B. 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 \$268,216.00; and

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

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

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 \$268,216.00 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 14th day of July, 2026 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$268,216.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 07/07/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$268,216.00
	CURRENT TERM TOTAL COST: \$268,216.00	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: Elizabeth Jensen	VENDOR CONTACT PHONE: 847-823-0500	DEPT CONTACT PHONE #: 6890	DEPT CONTACT EMAIL: William.Eidson@dupagecounty.gov
VENDOR CONTACT EMAIL: Ejensen@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.). Phase I-Preliminary Engineering Services for CH38/63rd Street intersections from Belmont Road to Williams Street. Section No. 26-00288-06-SP			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide professional preliminary engineering services regarding the 63rd Street Traffic Signal Modernization and Flashing Yellow Arrow Implementation project. The project includes six (6) traffic signal modernizations located at: 63rd Street at Belmont Rd, 63rd Street at Woodward Ave, 63rd Street at Springside Ave, 63rd Street at Dunham Rd, 63rd Street at Fairview Ave, and 63rd Street at Williams St. The Phase I project scope will include data collection, survey, SUE, required environmental screenings, crash analysis, BLR 19100 assembly and submittal, initial ROW effort, coordination meetings, and public/stakeholder involvement.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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)	

<b>SECTION 3: DECISION MEMO</b>	
<b>SOURCE SELECTION</b>	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 19 firms. Based on the review of the Statements of Interest, 4 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 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.
<b>RECOMMENDATION AND TWO ALTERNATIVES</b>	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 staffs determination that Christopher B. Burke Engineering, LTD, is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Division of Transportation	Division: Finance
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 Engineering, LTD.	Vendor#: 10234	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 9575 W Higgins Rd, Suite 600	City: Rosemont	Address:	City:
State: IL	Zip: 60018	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 14, 2026	Contract End Date (PO25): May 31, 2028

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		FY26-26-00288-06-SP	FY26	1500	3550	54040	63_BLMNT _WIL-5404 0	68,216.00	68,216.00
2	1	EA		FY27-26-00288-06-SP	FY27	1500	3550	54040	63_BLMNT _WIL-5404 0	200,000.00	200,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 268,216.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Phase I Engineering Services for 63rd Street (from Belmont Road to Williams Street). Section No. 26-00288-06-SP
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 05/31/29
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE, ILLINOIS**  
**AND CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**PROFESSIONAL PHASE I - PRELIMINARY ENGINEERING SERVICES**  
**FOR TRAFFIC SIGNAL MODERNIZATION & FLASHING YELLOW ARROW IMPLEMENTATION**  
**AT CH 38/63<sup>RD</sup> STREET - BELMONT ROAD TO WILLIAMS STREET**  
**Section No. 26-00288-06-SP**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 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, Ltd., licensed to do business in the State of Illinois, with offices at 9575 W. Higgins Road, Rosemont, Illinois 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 traffic signal modernization and flashing yellow arrow implementation at CH38/63<sup>rd</sup> Street intersections from Belmont Road to Williams Street, Section No. 26-00288-06-SP (hereinafter referred to as PROJECT); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional preliminary engineering services and is willing to perform the required services for an amount not to exceed \$268,216.00; and

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

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

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT.

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 any meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this Agreement. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT

nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due regarding any compensation paid by the COUNTY to the CONSULTANT.

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

### **3.0 NOTICE TO PROCEED**

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

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

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept, or reject any submission, notices, or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.2, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

### **4.0 TECHNICAL SUBCONSULTANTS**

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in Paragraph 7.3.

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

## **5.0 TIME FOR PERFORMANCE**

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

## **6.0 DELIVERABLES**

- 6.1. The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination, or when the Director directs, the deliverables specified in Exhibit A or as otherwise agreed to by the COUNTY and 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 \$268,216.00. 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 \$268,216.00. This total fee includes any and all direct labor, direct costs, overhead and the fixed fee, which are all costs the CONSULTANT will be compensated for in its performance of the work defined in Exhibit A.

A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein subject to the following:

- 7.3a The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C and the maximum rate allowed (as listed at bottom of Exhibit C) at the time of execution of this AGREEMENT shall not increase for the duration of this AGREEMENT.
- 7.3b The CONSULTANT (and each Sub-Consultant) may only change the classifications and/or rates stated in Exhibit C once per calendar year;
- 7.3c Fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT; and
- 7.3d The CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above or as otherwise permitted by COUNTY.

It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.

- 7.4 Direct costs, which are included in the total fees referenced in 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 visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2800. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. 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. The CONSULTANT shall submit detailed itemized certified timesheets as additional documentation for the invoiced services. Timesheets must include names, dates, times and service being billed for on the invoice.

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

## **12.0 OWNERSHIP OF DOCUMENTS**

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

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

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

**13.6 In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire. (Found at <https://mwv.dupagecounty.gov/>).**

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

#### **14.0 MODIFICATION OR AMENDMENT**

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

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

#### **15.0 TERM OF THIS AGREEMENT**

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on May 31, 2028, 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 May 31, 2028.

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

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

#### **16.0 TERMINATION**

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

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

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

#### **17.0 ENTIRE AGREEMENT**

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

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

#### **18.0 ASSIGNMENT**

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

#### **19.0 SEVERABILITY**

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

#### **20.0 GOVERNING LAW**

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

#### **21.0 NOTICES**

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

**Christopher B. Burke, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018  
ATTN: Elizabeth Jensen, PE, PTOE  
Head of Traffic Operations  
PHONE: 847-823-0500  
EMAIL: [ejensen@cbbel.com](mailto:ejensen@cbbel.com)

**DuPage County Division of Transportation**  
421 N. County Farm Road  
Wheaton, IL 60187  
ATTN: Stephen M. Travia, PE  
Director of Transportation & Facilities Management  
PHONE: 630.407.6900  
EMAIL: [stephen.travia@dupagecounty.gov](mailto:stephen.travia@dupagecounty.gov)

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by 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, or by 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 selectin of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

## **26.0 QUALIFICATIONS**

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for

which Illinois Statutes require license or registration and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 The CONSULTANT'S key personnel specified in the AGREEMENT, Elizabeth Jensen, Head of Traffic Operations, shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (EXHIBIT D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DUPAGE

CHRISTOPHER B. BURKE, LTD.

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

\_\_\_\_\_  
Michael Kerr  
President

ATTEST BY:

ATTEST BY:

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

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

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

Title: \_\_\_\_\_

DuPage County Division of Transportation  
Estimate of Labor Expenses

CH 38/63rd Street Traffic Signal Modernization and Flashing Yellow Arrow Corridor Expansion #2 Project  
Section No.: 26-00288-06-SP  
Phase I Engineering Services

Personnel & Hours																												
Classification	Subtotals	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer III	CAD Tech II	GIS Specialist III	Survey IV	Survey III	Senior Survey/Crew Chief II	Survey Crew Chief I	Associate 1	Associate 2	Designer 3	Program Manager	Project Manager	Senior Engineer	Assoc. Principal II	Senior Consultant I	Senior Scientist PM I	Environmental Engineer PM I	Assistant PM Scientist	Technical Graphics Tech.	Assistant PM Engineer	Scientist SI	Admin Various	Hours
<b>Scope of Services</b>																												
I. Data Collection	44																											
Field Visit		8		4	8																							20
Existing Plan Review				4	8	4																						16
Existing ROW Information Review				8																								8
II. Survey - Gasperec Elberts	284																											
Control and Tie									4		12	12																28
Topographical Survey									22	58	48	48																176
ROW Monument Survey and Drafting									36	12	16	16																80
III. Initial Plats - Gasperec Elberts	90																											
Plat Drafting										64																		64
Legal Descriptions										20																		20
IDOT Coordination									6																			6
IV. Utility Coordination - HBK	306																											
SUE Level B Utility Survey														120	4	16	2											142
Utility Coordination													20	40	8	28	4											100
Utility Drafting														8	40	4	8	4										64
V. Environmental - GZA Illinois	120																											
PESA																												50.5
Wetland Documentation																			2	3	23			8.5	5	36	1	59
QA/QC																			1.5		1	1	1					4.5
Project Management																			4	2								6
VI. Phase I ADA	246																											
Curb Ramp Design			3		40	80																						123
Labeling and Sheeting						40	80																					120
Revisions			3																									3
VII. Crash Analysis	12																											
Crash Data Tables and Forms		2			5		5																					12
VIII. Project Development Documentation	284																											
Location Maps					4																							4
Functional Classification Maps					4																							4
Typical Sections				2	16		32																					50
Environmental Survey Request		2		4		6																						12
Preliminary Cost Estimate				2		6																						8
Design Variance (BLR 22120) form		2		16	32																							50
ROW Exhibits		2		4			40																					46
Preliminary TS Layout Exhibits		2		12	40																							54
Public Involvement Letters				4		8																						12
Affected Property Owner Letters				4		8																						12
BLR 22210 Assembly				4		8																						12
Draft BLR 22210 Revisions				4		6																						10
Final BLR 22210 Revisions				4		6																						10

DuPage County Division of Transportation  
Estimate of Labor Expenses

CH 38/63rd Street Traffic Signal Modernization and Flashing Yellow Arrow Corridor Expansion #2 Project  
Section No.: 26-00288-06-SP  
Phase I Engineering Services

Personnel & Hours																												
Classification	Subtotals	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	CAD Tech II	GIS Specialist III	Survey IV	Survey III	Senior Survey/Crew Chief II	Survey Crew Chief I	Associate 1	Associate 2	Designer 3	Program Manager	Project Manager	Senior Engineer	Assoc. Principal II	Senior Consultant I	Senior Scientist PM I	Environmental Engineer PM I	Assistant PM Scientist	Technical Graphics Tech.	Assistant PM Engineer	Scientist SI	Admin Various	Hours
IX. Coordination Meetings	48																											
Kick-Off Meeting		2		4	12																							18
IDOT Meeting 1		2		3	3																							8
IDOT Meeting 2		1		3	3																							7
DuDOT Meeting 1		2		3	3																							8
DuDOT Meeting 2		1		3	3																							7
X. Public Involvement/Stakeholder	66																											
Local Stakeholder Meeting 1		1		4																								5
Local Stakeholder Meeting 2		1		4																								5
Content Development and Distribution				16			16	24																				56
XI. Project Management / QAQC	72																											
Subconsultant Coordination		24		24																								48
Quality Assurance/Quality Control		24																										24
XII. Unforeseen/Unexpected Work	200																											
Various Tasks As Directed		20		80	80		20																					200
<b>Total:</b>	<b>1772</b>	<b>96</b>	<b>6</b>	<b>220</b>	<b>261</b>	<b>172</b>	<b>193</b>	<b>24</b>	<b>68</b>	<b>154</b>	<b>76</b>	<b>76</b>	<b>20</b>	<b>168</b>	<b>40</b>	<b>16</b>	<b>52</b>	<b>10</b>	<b>8</b>	<b>5</b>	<b>24</b>	<b>1</b>	<b>1</b>	<b>15</b>	<b>5</b>	<b>60</b>	<b>2</b>	<b>1772</b>
<b>% of Hours</b>		<b>5.4%</b>	<b>0.3%</b>	<b>12.4%</b>	<b>14.7%</b>	<b>9.7%</b>	<b>10.9%</b>	<b>1.4%</b>	<b>3.8%</b>	<b>8.7%</b>	<b>4.3%</b>	<b>4.3%</b>	<b>1.1%</b>	<b>9.5%</b>	<b>2.3%</b>	<b>0.9%</b>	<b>2.9%</b>	<b>0.6%</b>	<b>0.4%</b>	<b>0.3%</b>	<b>1.4%</b>	<b>0.1%</b>	<b>0.1%</b>	<b>0.8%</b>	<b>0.3%</b>	<b>3.4%</b>	<b>0.1%</b>	<b>100.0%</b>

**ATTACHMENT A:**

**SCOPE OF SERVICES**

**CH 38/63<sup>RD</sup> STREET TRAFFIC SIGNAL MODERNIZATION AND FLASHING YELLOW  
ARROW CORRIDOR EXPANSION #2 PROJECT**

**June 17, 2026**

**Section No. 26-00288-06-SP**

**UNDERSTANDING OF THE ASSIGNMENT**

CBBEL will coordinate and prepare documentation for Phase I design approval regarding the 63<sup>rd</sup> Street Traffic Signal Modernization and Flashing Yellow Arrow Implementation project. The project includes six (6) traffic signal modernizations located at: 63<sup>rd</sup> Street at Belmont Rd, 63<sup>rd</sup> Street at Woodward Ave, 63<sup>rd</sup> Street at Springside Ave, 63<sup>rd</sup> Street at Dunham Rd, 63<sup>rd</sup> Street at Fairview Ave, and 63<sup>rd</sup> Street at Williams St. The project seeks to implement flashing yellow arrows, retroreflective backplates, convert pedestal mounted signal heads to mast arm mounted signal heads, and provide one signal head per lane to improve safety along the 63<sup>rd</sup> Street project corridor while utilizing HSIP funds. The Phase I project scope will include data collection, survey, SUE, required environmental screenings, crash analysis, BLR 19100 assembly and submittal, initial ROW effort, coordination meetings, and public/stakeholder involvement.

**SECTION I – SCOPE OF BASIC SERVICES**

**Task 1: Data Collection**

CBBEL will conduct a field reconnaissance to each intersection and inventory the existing traffic signal equipment. The approved HSIP application is seeking to install accessible pedestrian signals (APS), pedestrian signal heads with countdown timers, retroreflective backplates, one traffic signal head per lane, and flashing yellow arrow (FYA) signal operation. The intersection of 63<sup>rd</sup> Street at Dunham Rd, 63<sup>rd</sup> Street at Fairview Ave, and 63<sup>rd</sup> Street at Williams St will also replace the existing bracket mounted signal heads for the side streets to mast arm mounted signal heads. CBBEL will determine if any of the existing equipment can be reused for the proposed condition on a location-by-location basis. The existing ROW information and traffic signal plans for each intersection as well as the existing interconnect will be collected from the County and reviewed as well.

**Task 2: Topographical Survey**

Gasperec Elberts will perform a topographical survey for the six intersections of: 63<sup>rd</sup> Street at Belmont Rd, 63<sup>rd</sup> Street at Woodward Ave, 63<sup>rd</sup> Street at Springside Ave, 63<sup>rd</sup> Street at

Dunham Rd, 63rd Street at Fairview Ave, and 63rd Street at Williams St. The topographic survey will include all curb lines within 250 ft of each intersection approach. The survey will pick up all above ground features including crosswalk data points and the existing curb line to the existing ROW line including above ground utilities and evidence of utilities. The survey will also include surveying ROW monuments at each intersection, ROW research and drafting the existing ROW into the deliverable file. In addition to providing two-dimensional survey in MicroStation format, Gasperec Elberts will provide linework and ADA area TIN file. See Gasperec Elberts scope for more information.

### **Task 3: Initial Plat of Highways Development**

Gasperec Elberts will be developing the Plat of Highways for the project. Once ROW acquisition needs are identified for Phase I, this task will allow us to get a head start on the drafting and field work required for developing the Plat of Highways. Typically, Plats of Highways are not allowed to be submitted until Phase I Design Approval is given; CBBEL plans on requesting permission to submit plats early from IDOT during the Phase I Kickoff Meeting. This task includes highway plat submittals for three parcels.

### **Task 4: Utility Coordination**

HBK will be leading the Subsurface Utility Engineering (SUE) Level B survey and utility coordination for the five intersections of: 63rd Street at Belmont Rd, 63rd Street at Woodward Ave, 63rd Street at Dunham Rd, 63rd Street at Fairview Ave, and 63rd Street at Williams St. 63rd Street at Springside Avenue will be a traffic signal modification, therefore SUE is not being requested at this location. The SUE Level B survey will cover 250 feet on the 63rd Street approaches and 50 ft on the side street approaches. As part of this task, HBK will use locating equipment to acquire more accurate locations of the utilities as well as draft the utilities using the previously acquired topographic survey as a base.

### **Task 5: Environmental**

GZA will conduct the Preliminary Environmental Site Assessment (PESA) in accordance with IDOT BLR policy for each intersection within the project: 63rd Street at Belmont Rd, 63rd Street at Woodward Ave, 63rd Street at Springside Ave, 63rd Street at Dunham Rd, 63rd Street at Fairview Ave, and 63rd Street at Williams St. GZA will also develop wetland documentation such as Wetland and Waterway Delineation Report and other associated wetland documents that may be required by IDOT.

### **Task 6: Phase I ADA Design Plans**

If required, CBBEL will provide the Phase I ADA design to ensure that adequate ROW exists to construct PROWAG compliant curb ramps within the existing ROW or to inform the

limits of the proposed ROW at each of the six intersections. This task includes 24 intersection corners total with 2 corners depicted on each 11" x 17" plan sheet. ADA detail sheets will be submitted to the County for review and comment prior to sending to IDOT BLRS.

### **Task 7: Crash Analysis**

This task will include coordinating with DuPage County DOT staff as needed to review and incorporate Crash analysis as part of any required IDOT BLRS approval process.

In the event that additional crash data becomes available and requested by IDOT for inclusion, DuPage County DOT staff will provide the appropriate updates to the analysis or in the production of any required technical memorandum.

CBBEL to provide project management, and review, and incorporation of County provided work into other required work flows as needed. As part of this task CBBEL will fill out the Crash Analysis, Section 3, of the PDR (BLR Form 22210) for submittal to IDOT BLRS.

### **Task 8: Project Development Documentation — BLR 22210**

This task includes the preparation and development of a BLR 22210 "Local Project Development Report Categorical Exclusions and Design Approval" document and associated attachments. CBBEL will assemble the BLR 22210 form, all supporting exhibits and revisions, for initial review by the County and ultimate review by IDOT and FHWA for Phase I Design Approval. Supporting exhibits include:

- Location Maps
- Functional Classification Maps
- Typical Sections
- Environmental Survey Request
- Preliminary Cost Estimate
- ROW Exhibits
- Preliminary TS Layout Exhibits
- Public Involvement Letters
- Affected Property Owner Letters
- Assembly of previously completed documents, such as the PESA executive summary, wetland documentation, and coordination meeting minutes.

If requested by IDOT, CBBEL will also complete the Design Variance form (BLR 22120) and justifications.

### **Task 9: Coordination Meetings**

In addition to a “kick-off” meeting with IDOT Bureau of Locals Roads and DuPage County, CBBEL staff anticipates attending up to 2 meetings with IDOT (Region 1) Bureaus of Local Road and Streets (BLRS) and FHWA representatives on behalf of the County. This task will include the preparation and distribution of all meeting agendas, minutes and necessary exhibit/handouts. Also included in this task are 2 additional coordination meetings with the County for progress status and project planning.

### **Task 10: Public Involvement / Stakeholder**

CBBEL anticipates attending up to two (2) local coordination meetings with the municipalities of Westmont and Downers Grove on behalf of the County. This task will include the preparation and distribution of all meeting agendas, minutes and necessary exhibit/handouts. In addition, work will include developing content for a public information campaign such as websites, social media, brochures, and newsletters. CBBEL attendance at a public meeting/hearing is not anticipated.

### **Task 11: Project Management and QAQC**

This task includes coordination with subconsultants, progress reports, invoicing, as well as quality assurance hours and status updates.

### **Task 12: Unforeseen of Unexpected Work**

At the direction of DuDOT, to account for unforeseen or unexpected work and additional tasks if requested by the County, 200 hours will be included in this line item. Each assignment under this task will be agreed upon by DuDOT, CBBEL, and/or if needed a subconsultant before proceeding. Usage of these hours will be tracked and reported.

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DuPage County Traffic Signal Modernization – 63<sup>rd</sup> Street

June 15, 2026

**Scope**

GEC understands that Christopher Burke Engineering (CBBEL) is working with DuPage County to modernize the traffic signalization along 63<sup>rd</sup> Street in Downers Grove, Illinois. Six intersections are included in the project: Belmont Road, Woodward Avenue, Springside Avenue, Dunham Road, Fairview Avenue, and Williams Street.

Control

Set stable control and benchmarks relative to DuPage County Benchmarks for the 6 intersections using Coordinate System-IL State Plane East and Datum-NAD83 from DuPage Co. Set a minimum of 2 control points outside the 250 foot limits. Make tie sketches.

Boundary

Perform boundary recon to determine ROW at each intersection. Search available plats and records from DuPage County Recorder. Request records from DuDOT/IDOT. Resolve and annotate boundary.

Topo

Detailed ADA survey to be performed within 50 feet from the edge of pavement. Include data within crosswalks. Collect full topographic survey within 250 feet from the stop bar at each leg. Include rim elevation for all structures within the roadway. Note type of traffic signal (mast arm, combination, etc) with direction and include crosswalk signal button with height. Linework and ADA-area TIN to be mapped.

Utilities

All aboveground, visible evidence of utilities to be collected in the process of performing the topographic survey. Underground utility survey will be handled by others.

Quality Control / Quality Assurance

Quality Control / Quality Assurance Reviews for all work above.



May 14, 2026

via email: [ejensen@cbbel.com](mailto:ejensen@cbbel.com)

Elizabeth Jensen, PE, PTOE  
Senior Project Manager, Traffic Operations  
Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road – Suite 600  
Rosemont, IL 60018

**Re: Phase I Environmental Services –  
Traffic Signal Modernization & Flashing Yellow Implementation  
63<sup>rd</sup> Street (Belmont Road to Williams Street)  
Downers Grove and Westmont, DuPage County, IL  
Proposal No.: 81.P013019.267**

Dear Ms. Jensen:

GZA Illinois, Inc. (GZA), is pleased to submit this proposal to Christopher B. Burke, Engineering, Ltd. (Client) to perform Phase I Environmental Services, including completion of a Preliminary Environmental Site Assessment (PESA) and wetland/waterway delineation and wetland/waterway verification. This proposal presents our project approach, the scope of services, and cost.

**1. PROJECT UNDERSTANDING**

We understand the DuPage County Division of Transportation (DuDOT) has requested separate scope documents for Phase I and II services, which are both be locally funded. Further, we understand DuDOT is seeking Phase I and Phase II engineering services for traffic signal modernizations on 63rd Street including six (6) intersection between Belmont Road and Williams Street (approximately 2.75-miles in length).

It is currently understood that limits associated with each intersection extend approximately 250-feet from the stop bar along the 63rd Street approaches and 50-feet from the stop bar on the side street approaches.

The scope of work is expected to include complete traffic signal modernization and implementation of flashing yellow arrow control at the intersections including:

- 63rd Street and Belmont Road;
- 63rd Street and Woodward Avenue;
- 63rd Street and Springside Avenue;
- 63rd Street and Dunham Road;
- 63rd Street and Fairview avenue; and
- 63rd street and Williams Street.



Known for excellence.  
Built on trust.

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION  
MANAGEMENT

GZA Illinois, Inc.  
1301 West 22nd Street  
Suite 510  
Oak Brook, IL 60523  
T: 630-684-9100  
F: 630-928-0709

[WWW.GZA.COM](http://WWW.GZA.COM)



## **2. SCOPE OF SERVICES**

### **TASK 1 – Preliminary Environmental Site Assessment (PESA)**

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

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012 – Revised 2014 -Circular 585).
- ASTM International (ASTM) standard 1527-21.
- Chapter 27-3 of the IDOT Bureau of Design and Environment (BDE) Manual. The IDOT BDE Manual was published in September 2010 and Revised December 31, 2025.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste (July 2013). The IDOT BLRS Manual was issued in April 2005 with Intermittent Revision December 2018.
- Public Act 96-1416.
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

#### **Sub-Task A. Historical Research**

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

#### **Sub-Task B. Site Evaluation**

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

#### **Sub-Task C. Records Review**

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

#### **Sub-Task D. Report Preparation**

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

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, hazardous waste, and PCBs.



- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

## **TASK 2 – Wetland and Waterway Delineation and Report**

GZA understands that regulated wetlands are potentially located within or adjacent to the project limits as described in Section 1. GZA proposes to conduct a wetland delineation for all areas within the project corridor in accordance with:

- The April 1, 2017, edition of the U. S. Army Corps of Engineers (USACE) Chicago District Regional Permit Program (RPP), revised January 10, 2020;
- The USACE *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)*, (Supplemental Wetland Manual); and
- The DuPage County, Countywide Stormwater and Flood Plain Ordinance, as amended in May of 2019.

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

- A Jurisdictional Determination, if required, is not included in this scope of work.
- Wetland mitigation design, plan preparation, monitoring, or management services are not included in this proposal.
- Wetland permitting is not included in this scope of services. If permitting with any agency is required, a separate scope of services and cost estimate will be prepared.
- Coordination for federal and state threatened and endangered species is not part of this scope of services.
- Coordination for historic or cultural resources is not part of this scope of services.

### **A. Off-Site Record/Document Review**

The following records/documents will be reviewed prior to conducting field investigations. Soils information will be reviewed to determine the soil types encountered during the delineation procedures.

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

### **B. On-Site Investigation (Field Inventory)**

GZA proposes to conduct on-site investigations of all potential wetlands within the project limits. Wetland delineation



field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland. Functions of wetlands based on field observations will also be evaluated during the on-site investigation. The wetland and waterway perimeters within the project limits will be surveyed by GZA using a Global Positioning System (GPS) unit.

### **C. Wetland Report**

A Wetland Delineation Report will be prepared summarizing the findings of the desktop review and the on-site investigation. This report will be submitted to the Client as a PDF only. This scope includes conducting a boundary verification with the appropriate agencies in order to meet the requirements of the DuPage Countywide Stormwater and Flood Plain Ordinance (See Task 3). The shapefiles of the wetland and surface water boundaries as surveyed in the field and verified by DuPage County will also be supplied to the Client. Specific items to be included in the report are as follows:

- Map showing the location, limits, and wetland boundaries within the project limits;
- Aerial photography depicting the limits of the delineated wetlands;
- USACE data sheets with FQAs, as required;
- Color photos of the wetlands and the data points; and
- Written description of wetland functional classification.

### **TASK 3 – Wetland and Waterway Boundary Verification**

One wetland is anticipated to be present within or immediately adjacent to the project limits. DuPage County requires a boundary verification for wetlands and waterways, which is only valid for two years. The completion of a boundary verification with DuPage County for any delineated wetlands or waterways as part of Task 2 has been included within this scope of work.

Time is also included for the boundary verification submittal to DuPage County and one onsite meeting with DuPage County to complete the boundary verification. This task includes fees associated with obtaining a wetland boundary verification from DuPage County. Effective August 15, 2018, DuPage County has approved a revision to the stormwater permit review fees, which now includes a fee for wetland boundary verifications. The fees are as follows: development sites ≤5 acres is \$300 and > 5 acres is \$500. For this project, a fee of \$500.00 for the boundary verification is assumed.

Once the formal boundary verification has been completed with DuPage County, GZA will provide the Client the wetland report in PDF format as well as shapefiles of all wetlands and waterway/surface water boundaries.

### **TASK 4 – QA/QC**

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

### **TASK 5 - Project Administration**

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



**3. PROJECT COSTS**

The estimated man-hours and project costs are tabulated in the attached IDOT Cost Estimate of Consultant Services (CECS) sheets using the Client requested BDE 3606 Fixed Raises DLM 2.80 format and supporting BDE 436 Direct Cost worksheet.

**4. SCHEDULE**

We anticipate work will begin for the PSI/CCDD within 5 days of the Notice to Proceed (NTP) and be completed within 10 to 12 weeks. This schedule can be expedited to meet the needs of Client and the project owner, as necessary.

Please indicate acceptance of this agreement by returning a signed copy of this agreement or a purchase order incorporating the terms of the agreement. We appreciate the opportunity to collaborate with you and look forward to the successful completion of the project. If you have any questions concerning our proposed scope of services or fees, please contact us.

**5. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (Revised 11/20/2019 per CBBEL/GZA)**

**CONDITIONS OF ENGAGEMENT**

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

**ACCEPTANCE**

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

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

GZA Illinois, Inc.

**Signature on File**

Jeremy J. Reynolds, P.G.  
Associate Principal

**Signature on File**

Jim Novak, P.W.S  
Associate Principal

Attachments: Terms and Conditions



**ATTACHMENT 1**  
**PROJECT INFORMATION**

## **Professional Preliminary & Design Engineering Services Traffic Signal Modernization & Flashing Yellow Arrow Implementation on 63<sup>rd</sup> Street – from Belmont Road to Williams Street**

### **Overview:**

The Division of Transportation is in need of Phase I and Phase II engineering services for traffic signal modernizations on 63<sup>rd</sup> Street between the intersections of Belmont Road and Williams Street. The scope of work is expected to include complete traffic signal modernization and implementation of flashing yellow arrow control at the following six intersections: 63<sup>rd</sup> Street and Belmont Road Avenue, 63<sup>rd</sup> Street and Woodward Avenue, 63<sup>rd</sup> Street and Springside Avenue, 63<sup>rd</sup> Street and Dunham Road, 63<sup>rd</sup> Street and Fairview Avenue and 63<sup>rd</sup> Street and Williams Street. Intersection of 63<sup>rd</sup> Street and Main Street is excluded from the project, since it was improved to Protected Only Left phasing in 2019. Project received an award letter for HSIP funding in October 2025 with a deadline to maintain federal authorization at or before the State January 2029 letting.

### **Consultant Scope of Services:**

Phase I preliminary engineering services are needed for all necessary work to receive Design Approval. This project is anticipated to be processed as a State Approved Categorical Exclusion (CE 1) with no report. Specific tasks include but are not limited to:

- Data collection and survey
- Environmental studies coordination including wetland and special waste evaluation
- Local coordination
- Intersection Design Study (IDS) if required by IDOT
- Prepare IDOT-required forms and documentation in support of securing Design Approval (State Approved CE w/no report)

Phase I engineering is expected to be completed 12 months after notice to proceed. Subject to satisfactory progress of Phase I engineering and mutual agreement, Phase II engineering will be negotiated near completion of Phase I.

Phase II design engineering services are required for the preparation of the plans, specifications and estimates (PS&E) package. Specific tasks include but are not limited to:

- Prepare detailed contract plans, specifications, special provisions, exhibits and other documents necessary for the project
- Prepare Contract Proposal and all necessary bidding documents for state letting
- Prepare estimates of cost and time
- Clean Construction & Demolition Debris (CCDD) certification
- Utility coordination
- Local/Agency coordination
- Secure and update as needed all necessary permits and environmental clearances
- Provide land acquisition services, including Plat of Highways, legal descriptions, appraisals, and negotiation services, for any land acquisition needs identified in Phase I

Phase II engineering is expected to be completed 24 months after notice to proceed and meet HSIP funding schedule (at or before January 2029 State Letting).

**Project Parameters:**

1. DuPage County will be the awarding and administering authority for the engineering contract.
2. The County has been awarded Highway Safety Improvement Program (HSIP) funding for construction.
3. The construction contract will be awarded by the Illinois Department of Transportation.
4. The estimated construction cost is \$2.5 million.
5. The prime firm must be IDOT prequalified in the following categories:
  - **Special Plans - Traffic Signals**
  - **Special Studies – Traffic**

**Selection Criteria and Weighting:**

1. Technical Approach and Key Considerations.....30%
2. Staffing Organization and Key Staff Capabilities.....30%
3. Firm Experience with Similar Projects .....25%
4. Strategies to Ensure Timely Completion of All Phases.....15%

***The proposal should address both Phase I and Phase II Engineering services.***

**Proposal Requirements:**

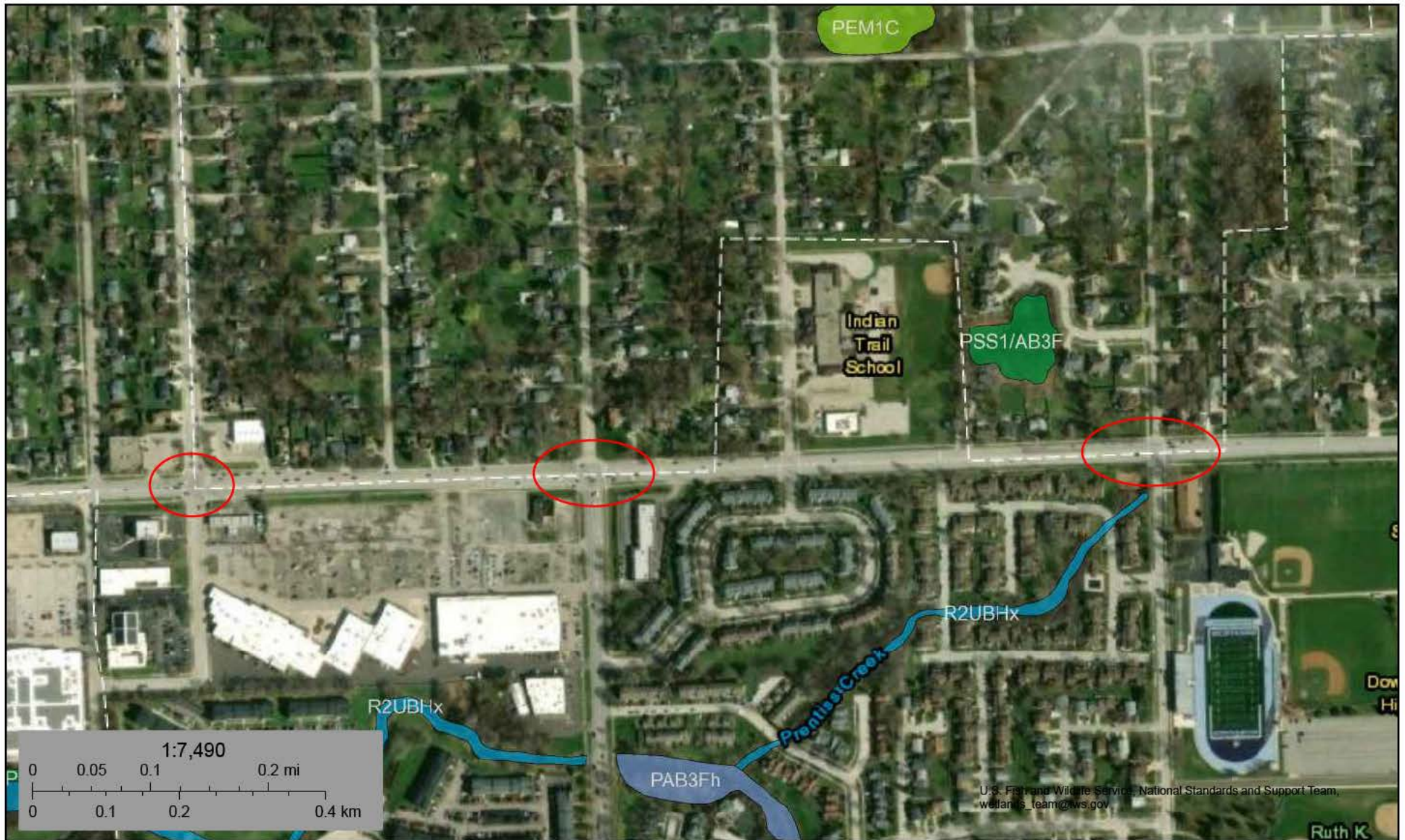
- ***2 Page Statement of Interest with minimum font size of 11pt***
- ***Organized by Selection Criteria listed above***
- ***Include prime firm contact name, mailing address, phone number, and email address***
- ***Proposal is due by January 8, 2026 3:00pm and should be addressed to:***

Ms. Yifang Lu, P.E.  
Chief Highway Engineer  
421 North County Farm Road  
Wheaton, IL 60187-2553

***Submit via email through the DuPage County QBS Link:***

***[https://www.dupagecounty.gov/government/departments/finance/procurement/professional\\_services/new\\_starts.php](https://www.dupagecounty.gov/government/departments/finance/procurement/professional_services/new_starts.php)***

**Shortlisted firms will be notified by February 2026. A statement of qualification will be requested from each shortlisted firm.**

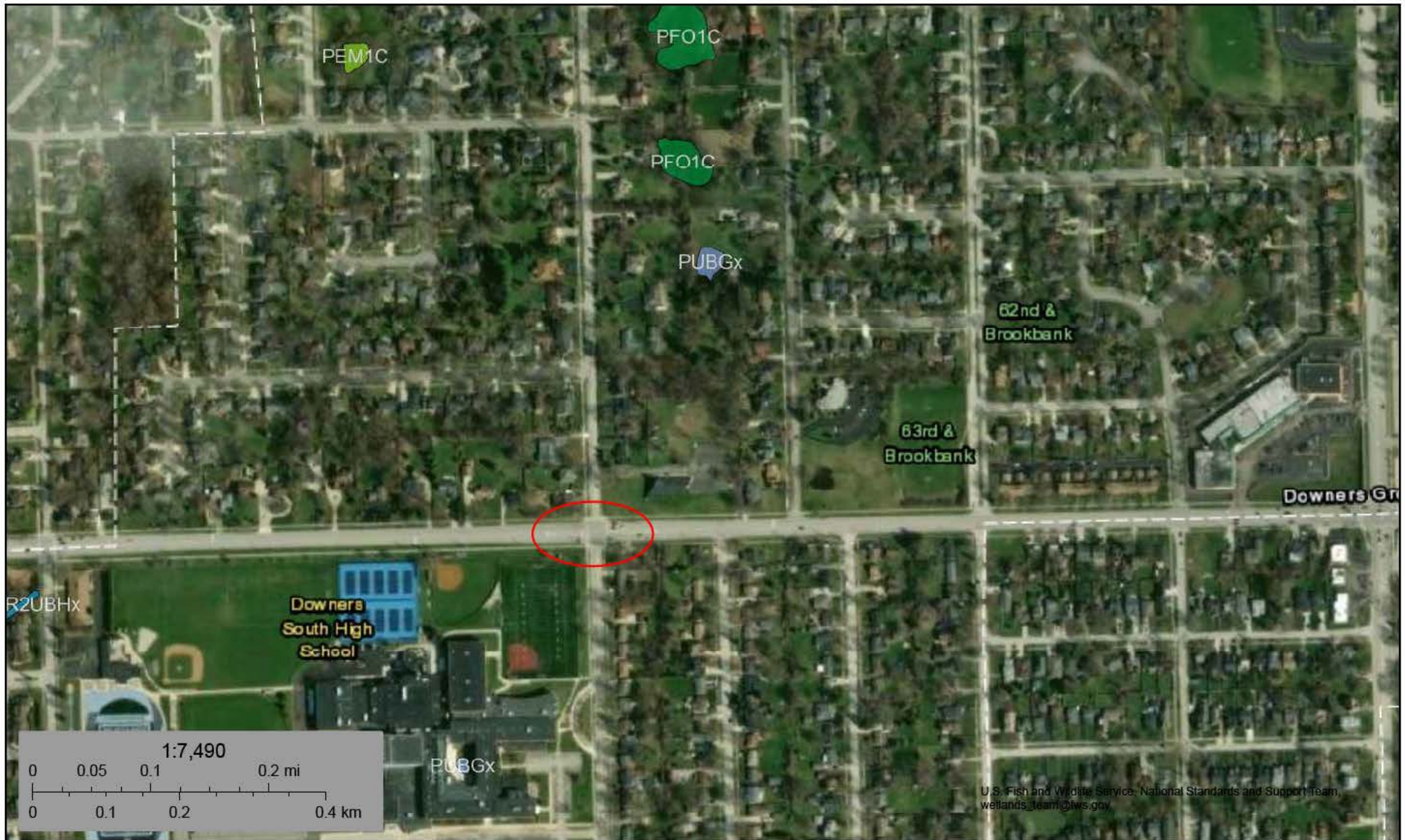


May 13, 2026

**Wetlands**

- |  |   |  |
|--|---|--|
|  Estuarine and Marine Deepwater |  Freshwater Emergent Wetland       |  Lake     |
|  Estuarine and Marine Wetland   |  Freshwater Forested/Shrub Wetland |  Other    |
|  |  Freshwater Pond                   |  Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



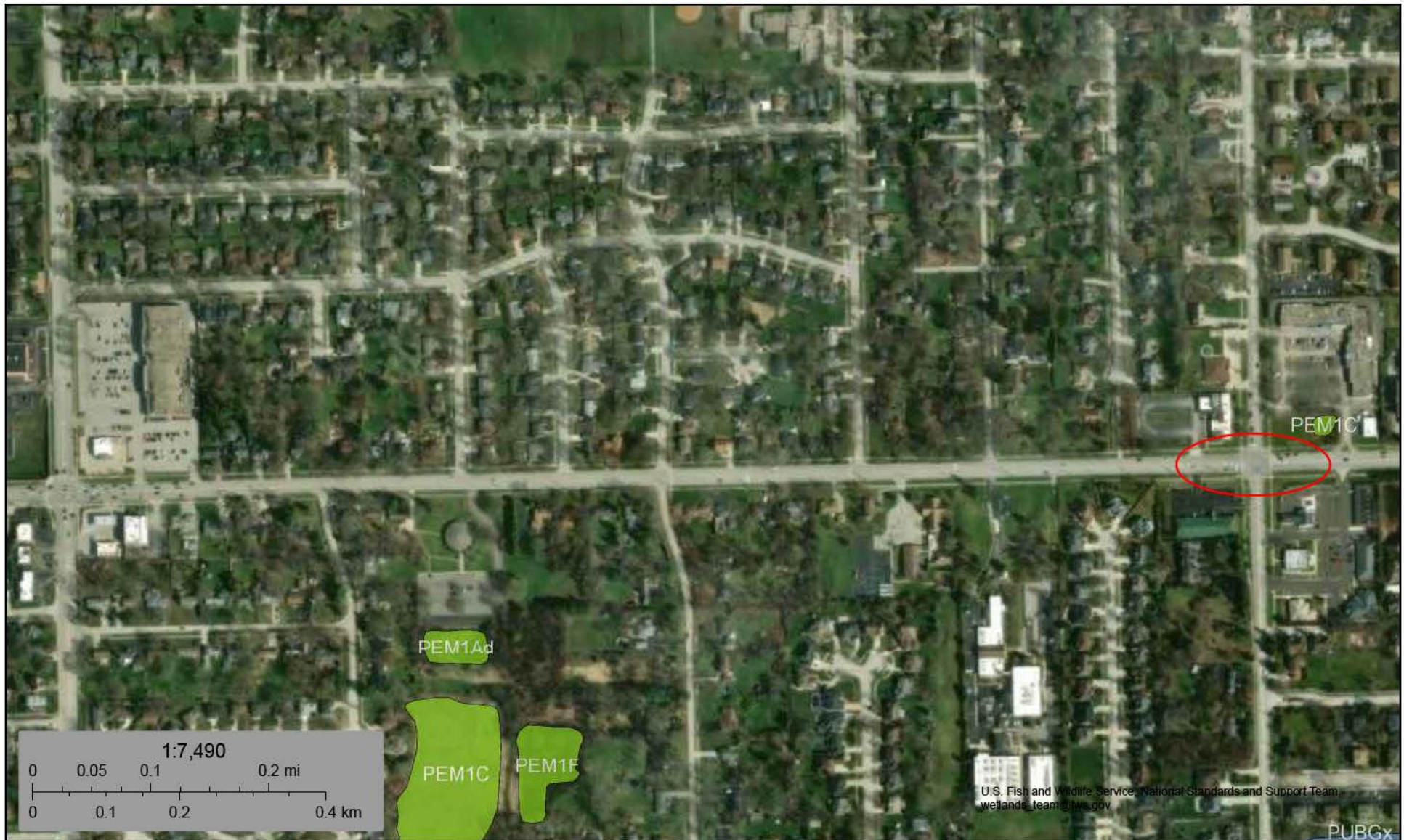
U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands\_team@fws.gov

May 13, 2026

**Wetlands**

- |   |                                |   |                                   |   |          |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland       |  | Lake     |
|  | Estuarine and Marine Wetland   |  | Freshwater Forested/Shrub Wetland |  | Other    |
|   |                                |  | Freshwater Pond                   |  | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



May 13, 2026

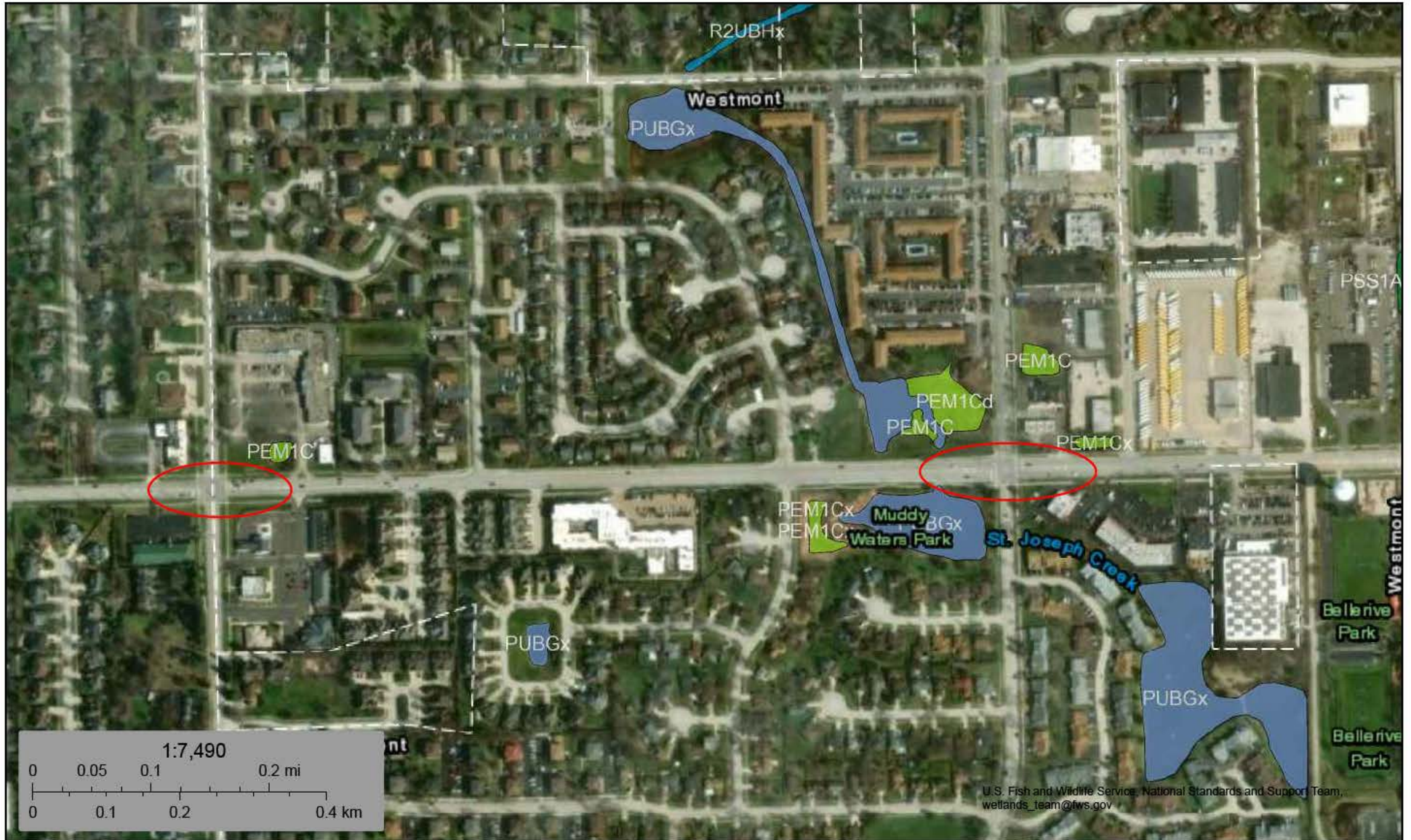
**Wetlands**

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



May 13, 2026

**Wetlands**

- |                                |                                   |          |
|--------------------------------|-----------------------------------|----------|
| Estuarine and Marine Deepwater | Freshwater Emergent Wetland       | Lake     |
| Estuarine and Marine Wetland   | Freshwater Forested/Shrub Wetland | Other    |
|                                | Freshwater Pond                   | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME Christopher B. Burke Engineering, Ltd.  
 PRIME/SUPPLEMENT Christopher B. Burke Engineering, Ltd.  
 Prepared By Liz Jensen  
 Work Order #(if applicable) \_\_\_\_\_

DATE 06/17/26  
 PTB-ITEM# 0

CONTRACT TERM 12 MONTHS  
 START DATE 8/1/2026  
 RAISE DATE 1/1/2027  
 END DATE 8/1/2027

OVERHEAD RATE 145.92%  
 COMPLEXITY FACTOR \_\_\_\_\_  
 % OF RAISE 3%  
 CURRENT SALARY CAP \$90.00

**ESCALATION PER YEAR**

<u>year</u>	<u>First date</u>	<u>Last date</u>	<u>Months</u>	<u>% of Contract</u>
0	8/1/2026	1/1/2027	5	41.67%
1	1/2/2027	8/1/2027	7	60.08%

---

The total escalation = **1.75%**

**PAYROLL RATES**

FIRM NAME Christopher B. Burke Engineering, DATE 06/17/26  
 PRIME/SUPPLEMENT Christopher B. Burke Engineering, Ltd.  
 PTB-ITEM # 0  
 Work Order # 0

ESCALATION FACTOR 1.75%

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

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

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE (\$90.00 CAP)
Engineer VI	\$87.00	\$88.52
Engineer V	\$73.73	\$75.02
Engineer IV	\$60.59	\$61.65
Engineer III	\$46.49	\$47.30
Engineer I/II	\$39.08	\$39.76
Survey V	\$90.00	\$90.00
Survey IV	\$81.68	\$83.11
Survey III	\$70.50	\$71.73
Survey II	\$58.00	\$59.02
Survey I	\$42.50	\$43.24
Engineering Technician V	\$76.15	\$77.48
Engineering Technician IV	\$57.28	\$58.28
Engineering Technician III	\$50.50	\$51.38
Engineering Technician I/II	\$36.40	\$37.04
CAD Manager	\$75.65	\$76.97
CAD Technician II	\$56.31	\$57.30
CAD Technician I	\$28.33	\$28.83
GIS Specialist III	\$63.00	\$64.10
Landscape Architect II	\$72.00	\$73.26
Environmental Resource Specialist V	\$79.21	\$80.60
Environmental Resource Specialist IV	\$65.80	\$66.95
Environmental Resource Specialist III	\$44.08	\$44.85
Environmental Resource Specialist II	\$34.00	\$34.60
Environmental Resource Specialist I	\$48.50	\$49.35
Environmental Resource Technician	\$34.00	\$34.60
Landscape Designer I/II	\$62.50	\$63.59
Transportation Planner III	\$20.92	\$21.29
Engineering Intern		

## SUB-CONSULTANTS

FIRM NAME Christopher B. Burke Engineering, Ltd. DATE 06/17/26  
 PRIME/SUPPLEMENT Christopher B. Burke Engineering, Ltd.  
 PTB-ITEM # 0  
 Work Order # 0

SUB-CONSULTANT NAME	Direct Labor Total (Payroll Only)	Contribution to the Prime (Sub-Consultant DL)
Gasperec Elberts	20,644.00	2,477.28
GZA Illinois	5,285.00	634.20
HBK	13,955.00	1,674.60
<b>Total</b>	<b>39,884.00</b>	<b>4,786.08</b>



**AVERAGE HOURLY PROJECT RATES**

**FIRM** Christopher B. Burke Engineering, Ltd.  
**PTB-ITEM#** 0  
**PRIME/SUPPLEMENT** Christopher B. Burke Engin  
**Work Order #** 0

DATE 06/17/26

SHEET 1 OF 5

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TOTAL			TASK			TASK			TASK			TASK			TASK		
		HOURS	% Part.	Wgtd Avg	Data Collection			Topographical Survey			Initial Plat of Highways Deve			Utility Coordination			Environmental		
					Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	\$88.52	96.0	9.88%	8.74	8	18.18%	16.10												
Engineer V	\$75.02	6.0	0.62%	0.46															
Engineer IV	\$61.65	220.0	22.63%	13.95	16	36.36%	22.42												
Engineer III	\$47.30	261.0	26.85%	12.70	16	36.36%	17.20												
Engineer I/II	\$39.76	172.0	17.70%	7.04	4	9.09%	3.61												
Survey V	\$90.00	0.0																	
Survey IV	\$83.11	0.0																	
Survey III	\$71.73	0.0																	
Survey II	\$59.02	0.0																	
Survey I	\$43.24	0.0																	
Engineering Technician V	\$77.48	0.0																	
Engineering Technician IV	\$58.28	0.0																	
Engineering Technician III	\$51.38	0.0																	
Engineering Technician I/II	\$37.04	0.0																	
CAD Manager	\$76.97	0.0																	
CAD Technician II	\$57.30	193.0	19.86%	11.38															
CAD Technician I	\$28.83	0.0																	
GIS Specialist III	\$64.10	24.0	2.47%	1.58															
Landscape Architect II	\$73.26	0.0																	
Environmental Resource Sp	\$80.60	0.0																	
Environmental Resource Sp	\$66.95	0.0																	
Environmental Resource Sp	\$44.85	0.0																	
Environmental Resource Sp	\$34.60	0.0																	
Environmental Resource Te	\$49.35	0.0																	
Landscape Designer I/II	\$34.60	0.0																	
Transportation Planner III	\$63.59	0.0																	
Engineering Intern	\$21.29	0.0																	
<b>TOTALS</b>		972.0	100%	\$55.86	44.0	100.00%	\$59.33	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

**AVERAGE HOURLY PROJECT RATES**

**FIRM** Christopher B. Burke Engineering, Ltd.  
**PTB-ITEM#** 0  
**PRIME/SUPPLEMENT** Christopher B. Bl  
**Work Order #** 0

**DATE** 06/17/26  
**SHEET** 2 **OF** 5

PAYROLL CLASSIFICATIONS	CALC. AVG. RATES	TASK			TASK			TASK			TASK			TASK					
		Phase I ADA			Crash Analysis			Project Development Docur			Coordination Meetings			Public Involvement / Stakehd			Project Management / QAQC		
		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	\$88.52				2	16.67%	14.75	8	2.82%	2.49	8	16.67%	14.75	2	3.03%	2.68	48	66.67%	59.02
Engineer V	\$75.02	6	2.44%	1.83															
Engineer IV	\$61.65							60	21.13%	13.02	16	33.33%	20.55	24	36.36%	22.42	24	33.33%	20.55
Engineer III	\$47.30	40	16.26%	7.69	5	41.67%	19.71	96	33.80%	15.99	24	50.00%	23.65						
Engineer I/II	\$39.76	120	48.78%	19.40				48	16.90%	6.72									
Survey V	\$90.00																		
Survey IV	\$83.11																		
Survey III	\$71.73																		
Survey II	\$59.02																		
Survey I	\$43.24																		
Engineering Technician V	\$77.48																		
Engineering Technician IV	\$58.28																		
Engineering Technician III	\$51.38																		
Engineering Technician I/II	\$37.04																		
CAD Manager	\$76.97																		
CAD Technician II	\$57.30	80	32.52%	18.63	5	41.67%	23.87	72	25.35%	14.53				16	24.24%	13.89			
CAD Technician I	\$28.83																		
GIS Specialist III	\$64.10													24	36.36%	23.31			
Landscape Architect II	\$73.26																		
Environmental Res SpecV	\$80.60																		
Environmental Res SpecIV	\$66.95																		
Environmental Res SpecIII	\$44.85																		
Environmental Res SpecI/II	\$34.60																		
Environmental Res Tech	\$49.35																		
Landscape Designer I/II	\$34.60																		
Transportation Planner III	\$63.59																		
Engineering Intern	\$21.29																		
<b>TOTALS</b>		246.0	100%	\$47.55	12.0	100%	\$58.34	284.0	100%	\$52.75	48.0	100%	\$58.96	66.0	100%	\$62.30	72.0	100%	\$79.57

**AVERAGE HOURLY PROJECT RATES**

**FIRM** Christopher B. Burke Engineering, Ltd.  
**PTB-ITEM#** 0  
**PRIME/SUPPLEMENT** Christopher B. B.  
**Work Order #** 0

**DATE** 06/17/26

**SHEET** 3 **OF** 5

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TASK Unforeseen/Unexpected W			TASK			TASK			TASK			TASK			TASK		
		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	\$88.52	20	10.00%	8.85															
Engineer V	\$75.02																		
Engineer IV	\$61.65	80	40.00%	24.66															
Engineer III	\$47.30	80	40.00%	18.92															
Engineer I/II	\$39.76																		
Survey V	\$90.00																		
Survey IV	\$83.11																		
Survey III	\$71.73																		
Survey II	\$59.02																		
Survey I	\$43.24																		
Engineering Technician V	\$77.48																		
Engineering Technician IV	\$58.28																		
Engineering Technician III	\$51.38																		
Engineering Technician I/II	\$37.04																		
CAD Manager	\$76.97																		
CAD Technician II	\$57.30	20	10.00%	5.73															
CAD Technician I	\$28.83																		
GIS Specialist III	\$64.10																		
Landscape Architect II	\$73.26																		
Environmental Res SpecV	\$80.60																		
Environmental Res SpecIV	\$66.95																		
Environmental Res SpecIII	\$44.85																		
Environmental Res SpecI/II	\$34.60																		
Environmental Res Tech	\$49.35																		
Landscape Designer I/II	\$34.60																		
Transportation Planner III	\$63.59																		
Engineering Intern	\$21.29																		
<b>TOTALS</b>		200.0	100%	\$58.16	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

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

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

Gasperec Elberts Consulting, LLC  
Prime  
Lisa Gasperec

DATE 06/15/26  
PTB-ITEM# 0

CONTRACT TERM	<u>18</u>	MONTHS	OVERHEAD RATE	<u>132.84%</u>
START DATE	<u>7/1/2026</u>		COMPLEXITY FACTOR	
RAISE DATE	<u>1/1/2027</u>		% OF RAISE	<u>3%</u>
END DATE	1/1/2028		CURRENT SALARY CAP	<u>\$90.00</u>

**ESCALATION PER YEAR**

<u>year</u>	<u>First date</u>	<u>Last date</u>	<u>Months</u>	<u>% of Contract</u>
0	7/1/2026	1/1/2027	6	33.33%
1	1/2/2027	1/1/2028	12	68.67%

---

The total escalation = **2.00%**

### PAYROLL RATES

FIRM NAME Gasperec Elberts Consulting, LLC  
 PRIME/SUPPLEMENT Prime  
 PTB-ITEM # 0  
 Work Order # 0

DATE 06/15/26

ESCALATION FACTOR 2.00%

*JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.*  
*WORK ORDERS - Classifications and Average Payrates need to match the master work order agreement.*

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE (\$90.00 CAP)
Engineer IV	\$90.00	\$90.00
Engineer V	\$78.00	\$79.56
Engineer IV	\$66.58	\$67.91
Engineer III	\$54.00	\$55.08
Engineer II	\$48.50	\$49.47
Engineer I	\$38.00	\$38.76
Surveyor IV	\$64.00	\$65.28
Surveyor III	\$58.50	\$59.67
Senior Survey Crew Chief II	\$48.00	\$48.96
Survey Crew Chief I	\$42.50	\$43.35







**PAYROLL ESCALATION TABLE  
FIXED RAISES**

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

GZA Illinois, Inc. formerly Huff & Huff, Inc.  
CBBEL-Prime  
JJR

DATE 05/15/26  
PTB-ITEM# 0

CONTRACT TERM 8 MONTHS  
START DATE 5/15/2026  
RAISE DATE 3/1/2027  
END DATE 1/15/2027

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

**ESCALATION PER YEAR**

year	First date	Last date	Months	% of Contract
0	5/15/2026	1/14/2027	8	100.00%

The total escalation = 0.00%

## PAYROLL RATES

FIRM NAME GZA Illinois, Inc. formerly Huff & H  
 PRIME/SUPPLEMENT CBBEL-Prime  
 PTB-ITEM # 0  
 Work Order # 0

DATE 05/15/26

**ESCALATION FACTOR** 0.00%

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

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

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE (\$90.00 CAP)
Principal	\$90.00	\$90.00
Associate Principal II	\$83.63	\$83.63
Associate Principal I	\$75.99	\$75.99
Senior Consultant I	\$67.27	\$67.27
Senior Project Manager III	\$77.89	\$77.89
Senior Project Manager II	\$67.60	\$67.60
Senior Project Manager I	\$61.84	\$61.84
Senior Landscape Architect	\$66.29	\$66.29
Senior Technical Specialist II	\$67.60	\$67.60
Senior Technical Specialist I	\$57.56	\$57.56
CADD Designer	\$47.32	\$47.32
Scientist PM II	\$57.03	\$57.03
Scientist PM I	\$51.59	\$51.59
Assistant PM Scientist	\$42.12	\$42.12
Environmental Engineer PM II	\$55.97	\$55.97
Environmental Engineer PM I	\$51.37	\$51.37
Geotechnical Engineer PM I	\$55.30	\$55.30
Assistant PM Engineer I	\$42.30	\$42.30
Engineer I	\$39.76	\$39.76
Scientist SI	\$37.23	\$37.23
Scientist SII	\$33.28	\$33.28
Technical Graphics Technician	\$32.03	\$32.03
Architectural Historian	\$46.00	\$46.00
Administrative Executive	\$57.56	\$57.56
Senior Billing Coordinator	\$36.08	\$36.08
Senior Administrative Assistant	\$39.59	\$39.59
Project Administrator	\$39.68	\$39.68

**COST PLUS FIXED FEE  
COST ESTIMATE OF CONSULTANT SERVICES**

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

GZA Illinois, Inc. formerly Huff & Huff, Inc.  
0 OVERHEAD RATE 184.39%  
CBBEL-Prime COMPLEXITY FACTOR 0  
0

**DATE** 05/15/26

<u>Ph II only</u> Ph III HOURS BOX	DBE DROP BOX	TASKS (List the Subs below tasks)	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
		Direct Costs		-	-	1,360	-		-	1,360	8.08%
		PESA	50.5	1,864	3,436		690		-	5,990	35.58%
		Wetland Delineation	50	2,221	4,094		822		-	7,137	42.39%
		Wetland Boundary Verification	9	460	849		170		-	1,479	8.78%
		QAQC	4.5	271	499		100		-	870	5.17%
		Subconsultant DL					-			-	
<b>TOTALS</b>			120	\$5,285	\$9,743	\$1,360	\$1,956	\$0	\$0	\$16,836	100.00%

<p><u>Department use only</u></p> <p>PR + OH = \$15,028</p> <p>PR+OH+DC+FF = \$18,344</p> <p>DBE % = 0%</p> <p>Phase III = \$0</p>
--

AVERAGE HOURLY PROJECT RATES

FIRM GZA Illinois, Inc. formerly Huff & Huff, Inc.  
 PTB-ITEM# 0  
 PRIME/SUPPLEMENT CBBEL-Prime  
 Work Order # 0

DATE 05/15/26

SHEET 1 OF 5

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TOTAL			TASK			TASK			TASK			TASK			TASK		
		HOURS	% Part.	Wgtd Avg	Direct Costs			PESA			Wetland Delineation			Wetland Boundary Verificati			QAQC		
					Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$90.00	0.0																	
Associate Principal II	\$83.63	7.5	6.25%	5.23							2	4.00%	3.35				1.5	33.33%	27.88
Associate Principal I	\$75.99	0.0																	
Senior Consultant I	\$67.27	5.0	4.17%	2.80							2	4.00%	2.69	1	11.11%	7.47			
Senior Project Manager III	\$77.89	0.0																	
Senior Project Manager II	\$67.60	0.0																	
Senior Project Manager I	\$61.84	0.0																	
Senior Landscape Architect	\$66.29	0.0																	
Senior Technical Specialist	\$67.60	0.0																	
Senior Technical Specialist	\$57.56	0.0																	
CADD Designer	\$47.32	0.0																	
Scientist PM II	\$57.03	0.0																	
Scientist PM I	\$51.59	24.0	20.00%	10.32							16	32.00%	16.51	7	77.78%	40.13	1	22.22%	11.46
Assistant PM Scientist	\$42.12	1.0	0.83%	0.35													1	22.22%	9.36
Environmental Engineer PM	\$55.97	0.0																	
Environmental Engineer PM	\$51.37	1.0	0.83%	0.43													1	22.22%	11.42
Geotechnical Engineer PM	\$55.30	0.0																	
Assistant PM Engineer I	\$42.30	5.0	4.17%	1.76				5	9.90%	4.19									
Engineer I	\$39.76	0.0																	
Scientist SI	\$37.23	60.0	50.00%	18.62				36	71.29%	26.54	24	48.00%	17.87						
Scientist SII	\$33.28	0.0																	
Technical Graphics Technic	\$32.03	14.5	12.08%	3.87				8.5	16.83%	5.39	5	10.00%	3.20	1	11.11%	3.56			
Architectural Historian	\$46.00	0.0																	
Administrative Executive	\$57.56	0.0																	
Senior Billing Coordinator	\$36.08	0.0																	
Senior Administrative Assis	\$39.59	2.0	1.67%	0.66				1	1.98%	0.78	1	2.00%	0.79						
Project Administrator	\$39.68	0.0																	
<b>TOTALS</b>		120.0	100%	\$44.03	0.0	0.00%	\$0.00	50.5	100%	\$36.90	50.0	100%	\$44.41	9.0	100%	\$51.16	4.5	100%	\$60.12

**AVERAGE HOURLY PROJECT RATES**

**FIRM** GZA Illinois, Inc. formerly Huff & Huff, Inc.  
**PTB-ITEM#** 0  
**PRIME/SUPPLEMENT** CBBEL-Prime  
**Work Order #** 0

**DATE** 05/15/26

**SHEET** 2 **OF** 5

PAYROLL CLASSIFICATIONS	CALC. AVG. RATES	TASK			TASK			TASK			TASK			TASK					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	\$90.00																		
Associate Principal II	\$83.63	4	66.67%	55.75															
Associate Principal I	\$75.99																		
Senior Consultant I	\$67.27	2	33.33%	22.42															
Senior Project Manager III	\$77.89																		
Senior Project Manager II	\$67.60																		
Senior Project Manager I	\$61.84																		
Senior Landscape Architect	\$66.29																		
Senior Technical Specialist I	\$67.60																		
Senior Technical Specialist	\$57.56																		
CADD Designer	\$47.32																		
Scientist PM II	\$57.03																		
Scientist PM I	\$51.59																		
Assistant PM Scientist	\$42.12																		
Environmental Engineer PM	\$55.97																		
Environmental Engineer PM	\$51.37																		
Geotechnical Engineer PM I	\$55.30																		
Assistant PM Engineer I	\$42.30																		
Engineer I	\$39.76																		
Scientist SI	\$37.23																		
Scientist SII	\$33.28																		
Technical Graphics Technic	\$32.03																		
Architectural Historian	\$46.00																		
Administrative Executive	\$57.56																		
Senior Billing Coordinator	\$36.08																		
Senior Administrative Assist	\$39.59																		
Project Administrator	\$39.68																		
<b>TOTALS</b>		6.0	100%	\$78.18	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 D  
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET  
FIXED RAISE

<b>Local Public Agency</b> DuPage County Department of Transportation	<b>County</b> DuPage	<b>Section Number</b> 
<b>Prime Consultant (Firm) Name</b> Christopher B. Burke Engineering	<b>Prepared By</b> Lance Niemerg	<b>Date</b> 6/17/2026
<b>Consultant / Subconsultant Name</b> HBK Engineering	<b>Job Number</b> 	

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	18	MONTHS	OVERHEAD RATE	111.94%
START DATE	7/1/2026		COMPLEXITY FACTOR	
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	12/31/2027			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	7/1/2026	1/1/2027	6	33.33%
1	1/2/2027	1/1/2028	12	68.67%

The total escalation = 2.00%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
DuPage County Department of Transporta	DuPage	
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
HBK Engineering		

**PAYROLL RATES**

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

<b>MAXIMUM PAYROLL RATE</b>	<b>90.00</b>
<b>ESCALATION FACTOR</b>	<b>2.00%</b>

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

<b>CLASSIFICATION</b>	<b>IDOT AVG PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Administrative	\$30.25	\$30.86
Analyst 1	\$30.01	\$30.61
Analyst 2	\$45.11	\$46.02
Associate 1	\$34.56	\$35.25
Associate 2	\$40.56	\$41.37
Associate 3	\$40.49	\$41.30
Designer 0	\$35.02	\$35.72
Designer 1	\$32.02	\$32.66
Designer 2	\$33.20	\$33.86
Designer 3	\$43.62	\$44.49
Engineer	\$43.96	\$44.84
Field Lead	\$40.88	\$41.70
Field Tech	\$27.16	\$27.70
Licensed Professional Surveyor	\$57.37	\$58.52
Licensed Structural Engineer	\$71.08	\$72.50
Locator 0	\$21.07	\$21.50
Locator 1	\$23.81	\$24.29
Locator 2	\$24.64	\$25.13
Locator 3	\$28.79	\$29.36
Permit Coordinador	\$31.42	\$32.04
Principal	\$88.70	\$90.00
Program Manager	\$80.50	\$82.11
Project Coordinator	\$36.29	\$37.01
Project Manager	\$49.99	\$50.99
Quality Manager	\$69.71	\$71.10
Senior Engineer	\$54.46	\$55.55
Senior Project Manager	\$62.24	\$63.49



**Local Public Agency**  
DuPage County Department of Transportation

**Consultant / Subconsultant Name**  
HBK Engineering

**County**  
DuPage

**Section Number**  
  
**Job Number**

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

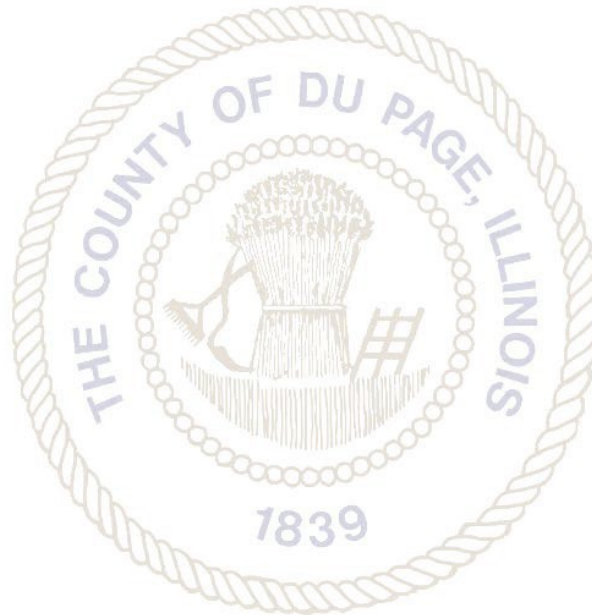
SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Research / Julie Design Request			Quality Level B			Data Processing / Basemapping			Utility 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			
Administrative	30.86	0.0																	
Analyst 1	30.61	0.0																	
Analyst 2	46.02	0.0																	
Associate 1	35.25	20.0	6.54%	2.30	20	71.43%	25.18												
Associate 2	41.37	168.0	54.90%	22.71				120	84.51%	34.96	8	12.50%	5.17	40	55.56%	22.98			
Associate 3	41.30	0.0																	
Designer 0	35.72	0.0																	
Designer 1	32.66	0.0																	
Designer 2	33.86	0.0																	
Designer 3	44.49	40.0	13.07%	5.82							40	62.50%	27.81						
Engineer	44.84	0.0																	
Field Lead	41.70	0.0																	
Field Tech	27.70	0.0																	
Licensed Professional Surv	58.52	0.0																	
Licensed Structural Engine	72.50	0.0																	
Locator 0	21.50	0.0																	
Locator 1	24.29	0.0																	
Locator 2	25.13	0.0																	
Locator 3	29.36	0.0																	
Permit Coordindator	32.04	0.0																	
Principal	90.00	0.0																	
Program Manager	82.11	16.0	5.23%	4.29	4	14.29%	11.73	4	2.82%	2.31	4	6.25%	5.13	4	5.56%	4.56			
Project Coordinator	37.01	0.0																	
Project Manager	50.99	52.0	16.99%	8.66	4	14.29%	7.28	16	11.27%	5.74	8	12.50%	6.37	24	33.33%	17.00			
Quality Manager	71.10	0.0																	
Senior Engineer	55.55	10.0	3.27%	1.82				2	1.41%	0.78	4	6.25%	3.47	4	5.56%	3.09			
Senior Project Manager	63.49	0.0																	
<b>TOTALS</b>		306.0	100%	\$45.61	28.0	100.00%	\$44.19	142.0	100%	\$43.80	64.0	100%	\$47.96	72.0	100%	\$47.63	0.0	0%	\$0.00

**EXHIBIT B**

**DELIVERABLES**

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

**CONSULTANT:** Christopher B. Burke Engineering, Ltd.  
**PROJECT:** Traffic Signal Modernization & Flashing Yellow Arrow Implementation on 63<sup>rd</sup> Street – from Belmont Road to William Street

Classification	Rate Range*		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Engineer VI	\$79.00	\$90.00	
Engineer V	\$57.00	\$90.00	
Engineer IV	\$50.00	\$80.00	
Engineer III	\$41.00	\$68.00	
Engineer I/II	\$35.00	\$52.00	
Survey V	\$86.00	\$90.00	
Survey IV	\$71.00	\$82.00	
Survey III	\$72.00	\$83.00	
Survey II	\$57.00	\$68.00	
Survey I	\$38.00	\$51.00	
Engineering Technician V	\$75.00	\$90.00	
Engineering Technician IV	\$38.00	\$79.00	
Engineering Technician III	\$39.00	\$70.00	
Engineering Technician I/II	\$35.00	\$44.00	
CAD Manager	\$75.00	\$90.00	
CAD Technician II	\$54.00	\$67.00	
CAD Technician I	\$26.00	\$35.00	
GIS Specialist III	\$63.00	\$72.00	
Landscape Architect II	\$72.00	\$83.00	
Landscape Designer I/II	\$34.00	\$39.00	
Environmental Resource Specialist V	\$65.00	\$90.00	
Environmental Resource Specialist IV	\$66.00	\$76.00	
Environmental Resource Specialist III	\$37.00	\$66.00	
Environmental Resource Spec I/II	\$33.00	\$40.00	
Environmental Resource Technician	\$49.00	\$56.00	
Engineering Intern	\$18.00	\$29.00	
Business Operations Department	\$51.00	\$59.00	
Transportation Planner VI	\$90.00	\$90.00	
Transportation Planner III	\$63.00	\$72.00	
Communications III	\$64.00	\$74.00	
Communications I/II	\$31.00	\$36.00	

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

Signature of Authorized Agent  
for CONSULTANT:

**Signature on File**

Date: 4/24/2026

Sherry Sporina, Director of Marketing  
Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

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

**EXHIBIT C**

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

**CONSULTANT: Gasperec Elberts Consulting, LLC**

**PROJECT: Professional Preliminary/Design Engineering Services for 63rd Street**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Engineer VI	75.00	90.00	
Engineer V	65.00	90.00	
Engineer IV	55.00	75.00	
Engineer III	45.00	65.00	
Engineer II	40.00	55.00	
Engineer I	35.00	50.00	
Surveyor V	60.00	90.00	
Surveyor IV	55.00	75.00	
Surveyor III	50.00	65.00	
Surveyor II	40.00	50.00	
Surveyor I	35.00	45.00	
Engineering Technician V	55.00	70.00	
Engineering Technician IV	45.00	60.00	
Engineering Technician III	40.00	55.00	
Engineering Technician II	35.00	50.00	
Engineering Technician I	30.00	45.00	
Construction Engineer IV	50.00	75.00	
Construction Engineer III	45.00	60.00	
Construction Engineer II	35.00	55.00	
Construction Engineer I	30.00	50.00	
CADD Technician II	30.00	45.00	
CADD Technician I	25.00	40.00	
Senior Survey Crew Chief II	45.00	60.00	
Senior Survey Crew Chief I	40.00	55.00	
Survey Crew Chief II	35.00	50.00	
Survey Crew Chief I	30.00	45.00	
Instrument Person II	20.00	35.00	
Instrument Person I	18.00	30.00	
Survey / Engineering Intern	15.00	25.00	

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

Signature of Authorized Agent  
for CONSULTANT:

**Signature on File**

Date: April 23, 2026

Lisa M. Gasperec, Principal  
Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

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

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

**CONSULTANT: GZA Illinois, Inc.**

**PROJECT: Traffic Signal Modernization & Flashing Yellow Implementation**  
**63<sup>rd</sup> Street (Belmont Road to Williams Street)**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$90.00	\$90.00	
Associate Principal II	\$83.00	\$90.00	
Associate Principal I	\$75.00	\$87.00	
Senior Consultant I	\$67.00	\$78.00	
Senior Project Manager III	\$77.00	\$89.00	
Senior Project Manager II	\$67.00	\$78.00	
Senior Project Manager I	\$61.00	\$71.00	
Senior Landscape Architect	\$66.00	\$76.00	
Senior Technical Specialist II	\$67.00	\$78.00	
Senior Technical Specialist I	\$57.00	\$66.00	
CADD Designer	\$47.00	\$55.00	
Scientist PM II	\$57.00	\$66.00	
Scientist PM I	\$51.00	\$59.00	
Assistant PM Scientist	\$42.00	\$49.00	
Environmental Engineer PM II	\$55.00	\$64.00	
Environmental Engineer PM I	\$51.00	\$59.00	
Geotechnical Engineer PM I	\$55.00	\$64.00	
Assistant PM Engineer I	\$42.00	\$49.00	
Engineer I	\$39.00	\$45.00	
Scientist SI	\$37.00	\$43.00	
Scientist SII	\$33.00	\$38.00	
Technical Graphics Technician	\$32.00	\$37.00	
Architectural Historian	\$46.00	\$53.00	
Administrative Executive	\$57.00	\$66.00	
Senior Billing Coordinator	\$36.00	\$42.00	
Senior Administrative Assistant	\$39.00	\$45.00	
Project Administrator	\$39.00	\$45.00	

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

Signature of Authorized Agent  
for CONSULTANT:

**Signature on File**

Date: April 23, 2026

Signature \_\_\_\_\_

Jeremy J. Reynolds Associate Principal / Vice President  
Print Name

Approved By COUNTY:

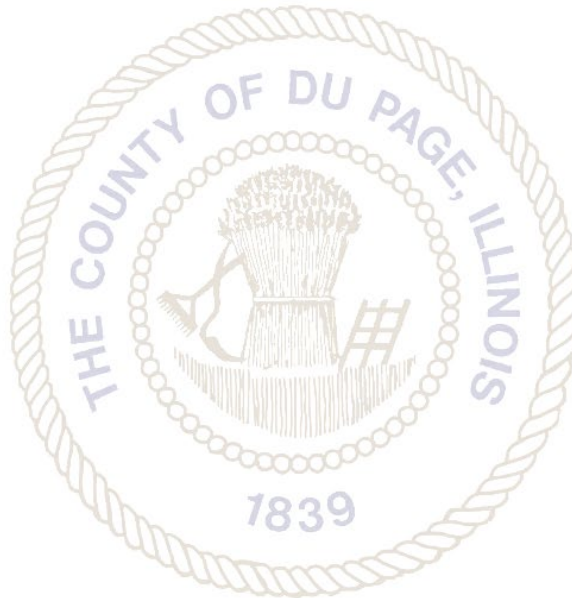
\_\_\_\_\_  
Yifang Lu, Chief Highway Engineer

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



### Exhibit C Notes

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

\_\_\_\_\_

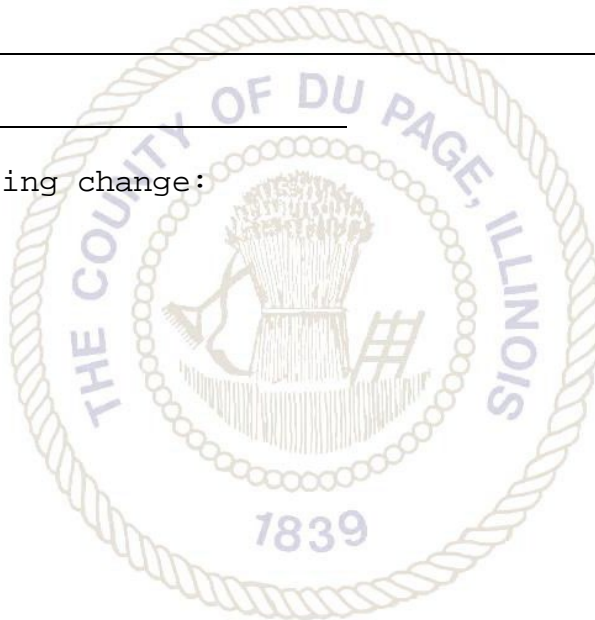
Section No. \_\_\_\_\_

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 ensure adequate exchange of information and responsibility, including Principal Engineer oversight and requested involvement by COUNTY staff.







**GZA ILLINOIS, INC.**  
**SUMMARY OF DIRECT COSTS**

Project: DuDOT 63rd Signal Modification Belmont-Williams

**DIRECT**

**Task 1 - PESA**

Vehicle Owned/Leased	day	x	0.5	x	\$	90.00	=	\$	45.00	
City Directory			2	x	\$	115.00	=	\$	230.00	
Database <3.13 mi. (E3)			1	x	\$	495.00	=	\$	495.00	
			0	x	\$	-	=	\$	-	
<hr/>									<b>Task Total</b>	<b>\$ 770.00</b>

**Task 2 - Wetland Delineation & Report**

Vehicle Owned/Leased	day	x	0.5	x	\$	90.00	=	\$	45.00	
			0	x	\$	-	=	\$	-	
<hr/>									<b>Task Total</b>	<b>\$ 45.00</b>

**Task 3 - Wetland Boundary Verification**

Vehicle Owned/Leased	day	x	0.5	x	\$	90.00	=	\$	45.00	
Boundary Verification Fee			1	x	\$	500.00	=	\$	500.00	
			0	x	\$	-	=	\$	-	
<hr/>									<b>Task Total</b>	<b>\$ 545.00</b>

**Task 4 - Project Management**

			0	x	\$	-	=	\$	-	
<hr/>									<b>Task Total</b>	<b>\$ -</b>

**Task 5 - QAQC**

			0	x	\$	-	=	\$	-	
<hr/>									<b>Task Total</b>	<b>\$ -</b>

**GRAND TOTAL      \$ 1,360.00**

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**GZA ILLINOIS, INC.**  
**SUMMARY OF SERVICES BY OTHERS**  
 Project: DuDOT 63rd Signal Modification Belmont-Williams

					<u>OUTSIDE</u>
<b>Task 1 - PESA</b>					
_____	0 x	\$	-	=	\$
					-
		<b>Task Total</b>			<b>\$</b>
					<b>-</b>
<b>Task 2 - Wetland Delineation &amp; Report</b>					
_____	0 x	\$	-	=	\$
					-
		<b>Task Total</b>			<b>\$</b>
					<b>-</b>
<b>Task 3 - Wetland Boundary Verification</b>					
_____	0 x	\$	-	=	\$
					-
		<b>Task Total</b>			<b>\$</b>
					<b>-</b>
<b>GRAND TOTAL</b>					<b>\$</b>
					<b>-</b>

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**Local Public Agency**

DuPage County Department of Transportation

**County**

DuPage

**Section Number**

**Job Number**

**Consultant / Subconsultant Name**

HBK Engineering

**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
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day	15	\$90.00	\$1,350.00
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
Utility 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
<b>TOTAL DIRECT COSTS:</b>				<b>\$1,350.00</b>



## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Preliminary & Design Engineering Services-Traffic Signal Modernization & Flashing Yellow Arrow Implementation on 63rd Street (Belmont Rd to Williams St) 26-00288-06-SP
COMPANY NAME:	Christopher B. Burke Engineering, Ltd.
CONTACT PERSON:	Liz Jensen
CONTACT EMAIL:	ejensen@cbbel.com

### Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

- Yes  
 No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
Deborah Conroy	Christopher B. Burke Engineering, Ltd.	Check	\$2,500	5/16/25
Jim Zay	Christopher B. Burke Engineering, Ltd.	Check	\$2,500	1/8/25
Sam Tornatore	Christopher B. Burke Engineering, Ltd.	Check	\$500	8/15/25



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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

**Section III: Violations**

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

**Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Michael E. Kerr, PE

Signature

**Signature on File**

Title: President

Date: 5/24/26



# 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: May 23, 2026

Bid/Contract/PO #: RPS # 049

Company Name: <u>GZA Illinois, Inc.</u>	Company Contact: <u>Jeremy J. Reynolds</u>
Contact Phone: <u>(630) 684-4406</u>	Contact Email: <u>reremy.reynolds@gza.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/](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 Jeremy J. Reynolds

Title Associate Principal / Vice President

Date May 23, 2026

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: 06/12/26

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <u>HBK Engineering</u>	Company Contact: <u>Bethany Turk</u>
Contact Phone: <u>847-962-3056</u>	Contact Email: <u>Bturk@hbkengineering.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:

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

Authorized Signature

**Signature on File**

Printed Name

Jackie Hanson

Title

Vice President, Finance

Date

06/12/26

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



# Required Vendor Ethics Disclosure Statement

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

Date: 05/23/26

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Gasperec Elberts Consulting, LLC	Company Contact: Lisa Gasperec
Contact Phone: 847-417-4221	Contact Email: lgasperec@geconsultllc.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
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I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Lisa Gasperec

Title Principal

Date 05/23/2026

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: 5/23/26

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>Santacruz Land Acquisitions</b>	Company Contact: <b>Javier Steve Santacruz</b>
Contact Phone: <b>847-868-9620</b>	Contact Email: _____

### 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
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[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](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 Javier Steve Santacruz

Title President

Date 6/12/26

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



## Change Order

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

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**File #:** 26-1780

**Agenda Date:** 7/7/2026

**Agenda #:** 7.A.

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DT-P-0311A-19

AMENDMENT TO RESOLUTION DT-P-0311-19  
ISSUED TO HR GREEN, INC.  
PROFESSIONAL PRELIMINARY DESIGN ENGINEERING SERVICES  
SECTION 20-DEENG-03-EG  
(CONTRACT EXTENSION AND INCREASE OF \$100,000.00; +25%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0311-19 on November 12, 2019, which approved a Professional Services Agreement between the County of DuPage (hereinafter "COUNTY") and HR Green, Inc. for Professional Preliminary Design Engineering Services for various improvements, Section 20-DEENG-03-EG; and

WHEREAS, the current cost of the PROJECT to the County of DuPage, by and through the Division of Transportation, is \$400,000.00; and

WHEREAS, the County's proposed culvert replacement on County Highway 5/Park Boulevard requires additional design coordination with the Illinois Department of Transportation's ongoing project on IL Route 56 (Butterfield Road) to ensure compatibility of the project with the state highway system improvements; and

WHEREAS, the Transportation Committee recommends a change order to increase the contract in the amount of \$100,000.00, and to extend the contract completion date through May 31, 2028.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0211-19, issued to HR Green, Inc., to extend the contract completion date to May 31, 2028, and to increase the funding in the amount of \$100,000.00, resulting in an amended contract total amount of \$500,000.00, an increase of 25%; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to HR Green, Inc., 2363 Sequoia Drive, Suite 101, Aurora, Illinois 60506, by and through the Division of Transportation.

Enacted and approved this 14th day of July, 2026 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

Amending Reso 1318-021119

DOT 7/7  
FI+CB 7/14

# REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Jun 12, 2026

File ID #: 26-1780

<b>Purchase Order #:</b> 4229-1-SERV	<b>Original Purchase Order Date:</b> Nov 13, 2019	<b>Change Order #:</b> 6	<b>Department:</b> Division of Transportation
<b>Vendor Name:</b> HR Green, Inc.		<b>Vendor #:</b> 13235	<b>Dept. Contact:</b> Kathleen Black Curcio
<b>Action Requested and Reason for Change Order Request:</b>	Professional Various Preliminary/Design Engineering Services, Section# 20-DEENG-03-EG. Extend contract expiration date to May 31, 2028 and last invoice allowed date to June 30, 2029, and Increase LN2 (FY26-1500-3500-54040- VV20DESENGHRG) by \$80,000.00 and Establish LN3 (FY27-1500-35800-54040-VV20DESENGHRG) with \$20,000.00		

**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	\$400,000.00
B	Net \$ Change for Previous Change Order	
C	Current Contract Amount (A + B)	\$400,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$100,000.00
E	New Contract Amount (C + D)	\$500,000.00
F	Cumulative Change Order Amount (B + D)	\$100,000.00
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	25.00%

**DECISION MEMO NOT REQUIRED - Check Applicable Box(es)**

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

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

- Contract Extension Greater Than 59 Days From Oct 31, 2026 to May 31, 2028
- Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above)
- Other - Explain In Summary Explanation Box Below

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

The Division of Transportation is requesting additional funds for the HR Green, Inc. Various Preliminary/Design Engineering contract 20-DEENG-03-EG to design replacement of the box culvert under Park Boulevard south of Tamarack Drive and other stormwater improvements (Work Order #6). Due to the added scope of work being requested by the County, additional funds are necessary to accomplish the requested work resulting in an increase to the contract in the amount of \$100,000. The current contract expires on October 31, 2026. Extend contract completion date through May 31, 2028.


In order to complete the design of the Park Boulevard culvert and stormwater improvements and submit plans and specifications to the DOT for review, it will be more cost effective to supplement the existing Various Preliminary/Design Engineering contract with H.R. Green, Inc. They are in the best position to complete the project on the required schedule and at the lowest cost to the County.

**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.  
 The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 39 firms. Based on the review of the Statements of Interest, 4 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 subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by H.R. Green, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.  
 1. Supplement and extend contract to H.R. Green, Inc. This is the recommended option.  
 2. Contract with another firm. Not recommended due to staff's determination that H.R. Green, Inc., is the most qualified.  
 3. Do not supplement contract. Not recommended as the DOT does not possess the staff resources or expertise 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  
 The DOT budget has sufficient funds to account for this increase.

**APPROVALS - Initials Only**

kbc		6892	<b>Signature on File</b>		
Prepared By	Phone Ext.	Date			Recommended for Approval
		6/18/2006			
Reviewed by Procurement Officer	Date		Completed by Buyer	Date	



# 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: \_\_\_\_\_

MinuteTraq (IQM2) ID #: \_\_\_\_\_

Department Requisition #: \_\_\_\_\_

Requesting Department: Division of Transportation	Department Contact: Bill Eidson
Contact Email: william.eidson@dupageco.org	Contact Phone: 6900
Vendor Name: HR Green, Inc.	Vendor #: 13235

**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 is requesting additional funds for the HR Green, Inc. Various Preliminary/Design Engineering contract 20-DEENG-03-EG to design replacement of the box culvert under Park Boulevard south of Tamarack Drive and other stormwater improvements (Work Order #6). Due to the added scope of work being requested by the County, additional funds are necessary to accomplish the requested work resulting in an increase to the contract in the amount of \$100,000.

The current contract expires on October 31, 2026. Extend contract completion date through May 31, 2028.

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

Due to conflicts with proposed work by Illinois Department of Transportation (IDOT) on adjacent roadways Butterfield Road and Illinois Route 53, it is in the best interest of the County to adjust the schedule of the Park Boulevard improvements to FY 2027 and update the plans' existing utilities and other conditions and update contract documents to current standards. Furthermore, the structural design will be revised to use cast-in-place concrete retaining walls rather than sheet piling system.

**Strategic Impact**

Quality of Life Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

In order to complete the design of the Park Boulevard culvert and stormwater improvements and submit plans and specifications to the DOT for review, it will be more cost effective to supplement the existing Various Preliminary/Design Engineering contract with H.R. Green, Inc. They are in the best position to complete the project on the required schedule and at the lowest cost to the County.

**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 were sent to firms throughout the industry. Statements of Interest were received from 39 firms. Based on the review of the Statements of Interest, 4 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 subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by H.R. Green, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

1. Supplement contract to H.R. Green, Inc. This is the recommended option.
2. Contract with another firm. Not recommended due to staff's determination that H.R. Green, Inc., is the most qualified.
3. Do not supplement contract. Not recommended as the DOT does not possess the staff resources or expertise 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 fiscal impact for this supplement is anticipated to be \$80,000.00 for FY26 and \$20,000 for FY27. The DOT budget has sufficient funds to account for this increase.



## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	
CONTACT PERSON:	
CONTACT EMAIL:	

### Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

- Yes
- No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- Yes
- No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

**Section III: Violations**

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

**Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: \_\_\_\_\_

Signature:

**Signature on File**

Title: \_\_\_\_\_

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



# Transportation Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** DT-R-0030-26

**Agenda Date:** 7/7/2026

**Agenda #:** 8.A.

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

July 11, 2023

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

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

Dear Ms. Pohlenz:

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

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

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

Sincerely,

**Signature on File**

Robert B. Berlin  
DuPage County State's Attorney

Agreed: **Signature on File** date: *July 12, 2023*

**ROBERT BERLIN**  
**DuPAGE COUNTY STATE'S ATTORNEY**

**OUTSIDE COUNSEL BILLING PROCEDURES**

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

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

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



# 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: 7/1/2026

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Thompson Coburn LLP	Company Contact: Jennifer Sackett Pohlenz
Contact Phone: 630/817-3317	Contact Email: jsackettpohlenz@thompsoncoburn.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
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### The full text for the county's ethics and procurement policies and ordinances are available at:

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

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

Printed Name Jennifer Sackett Pohlenz, Thompson Coburn LLP

Title Counsel

Date 7/1/2026

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



# Transportation Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** DT-R-0031-26

**Agenda Date:** 7/7/2026

**Agenda #:** 8.B.

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# SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY DuPage County Division of Transportation	SHIP TO ADDRESS Same	RESOLUTION NUMBER
06/30/2026	NAME 421 N. County Farm Road	NAME	
DATE	ADDRESS Wheaton, IL 60187	ADDRESS	
	CITY, STATE, ZIP	CITY, STATE, ZIP	

FUND	AGENCY	VENDOR NUMBER	START DATE	EXPIRATION DATE	LAST INVOICE DATE			
		48292	7/7/2026	11/30/2027	11/30/2028			
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26 LN1-1500-3500-53030						Professional Legal Services to Negotiate Highway Authority		15,000.00
FY27 LN2-1500-3500-53030						Benefit Agreement Applications, upon request for the Division of Transportation.		15,000.00
<b>TOTAL</b>								<b>\$30,000.00</b>

REMIT TO:  
 Thompson Coburn LLP One US Bank Plaza, St. Louis, MO 63101      P.O. Box 18379M St.Louis MO 63195

COMMITTEE APPROVAL	DATE
Transportation	07/07/26
County Board	N/A

<p><b>DOT TO ISSUE FORMAL NOTICE TO PROCEED</b></p> <p><b>DO NOT SEND PO</b></p> <p>HEADER COMMENTS</p> <p>***DOT-TC-HABA APPS (PREPAID) ***</p>	<p style="font-size: 24pt;"><b>Signature on File</b></p> <div style="text-align: right;">               DATE <u>6/30/26</u> </div>
--	--



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

July 11, 2023

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

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

Dear Ms. Pohlenz:

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

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

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

Sincerely,

**Signature on File**

Robert B. Berlin  
DuPage County State's Attorney

Agreed: **Signature on File** date: *July 12, 2023*

**ROBERT BERLIN**  
**DuPAGE COUNTY STATE'S ATTORNEY**

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

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

6. Billing statements should include identification of matters worked on, the dates that services were rendered and identification of attorneys who rendered such services. A description of the services rendered is required for each date entry.
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# Required Vendor Ethics Disclosure Statement

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Date: 7/1/2026

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Thompson Coburn LLP	Company Contact: Jennifer Sackett Pohlenz
Contact Phone: 630/817-3317	Contact Email: jsackettpohlenz@thompsoncoburn.com

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**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/](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 Jennifer Sackett Pohlenz, Thompson Coburn LLP

Title Counsel

Date 7/1/2026

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



## Transportation Resolution

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

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**File #:** DT-R-0028-26

**Agenda Date:** 7/7/2026

**Agenda #:** 8.C.

---

AWARDING RESOLUTION ISSUED TO  
FERGUSON ENTERPRISES, LLC D/B/A FERGUSON WATERWORKS  
TO FURNISH AND DELIVER STORM SEWER MATERIALS  
AS NEEDED FOR MILTON TOWNSHIP SECTION NO. 26-050000-00-GM  
BY AND THROUGH THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL AMOUNT \$43,620.42)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the 2026 Milton Township Storm Sewer Materials, Section 26-050000-00-GM, setting forth the terms, conditions, and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2026 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<u>NAME</u>	<u>BID AMOUNT</u>
Ferguson Enterprises LLC	\$43,620.42; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Ferguson Enterprises LLC for their submission of the lowest responsible bid in the amount of \$43,620.42; and

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said purchase order be, and is hereby awarded to Ferguson Enterprises LLC, 751 Lakefront Commons, Newport News, VA 23606; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized and directed sign on behalf of the COUNTY, and the County Clerk is hereby authorized to attest the aforesaid purchase order with Ferguson Enterprises LLC.

Enacted and approved this 14th day of July, 2026 at Wheaton, Illinois.

\_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

DU PAGE COUNTY  
DIV. OF TRANSPORTATION  
2025 JUN 25 PM 2:00

DU PAGE COUNTY  
DIV. OF TRANSPORTATION  
2025 JUN 25 PM 1:50

**DU PAGE COUNTY  
DIVISION OF TRANSPORTATION**

**OPENING OF PROPOSALS**

Thursday, June 25, 2026  
2:00 PM

**Milton Township Storm Sewer Materials**  
**Section 26-05000-00-GM**

Engineer's Estimate: \$108,189.00

BIDDER	√	BID AMOUNT
Martam Construction		
Curran Contracting Company		
Ferguson Waterworks		\$43,795.44
Illinois Culvert		\$2

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
  - Cover page
  - Proposal
  - Signatures
  - Notice to Bidders
  - Contractor Certifications
  - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification (not for federally funded projects)
- Affidavit of Illinois Business Office
- BC 57 Affidavit of Availability (*may be submitted within 24 hours after the letting*)
- Vendor Ethics Disclosure Statement
- three (3) references form
- W-9 - Taxpayer Identification Number (*may be submitted after the letting*)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment

**DuPage County Division of Transportation**

Project: **Milton Township Storm Sewer Materials** Sec. No: **26-05000-00-GM**

Date of Letting: **June 25, 2026 2:00 P.M.**

				Engineer's Estimate		Ferfuson Waterworks 1845 Western Dr. West Chicago, IL 60185	
Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total
	STORM SEWER, 15" HDPE N-12 ST	FOOT	1967	\$35.00	68,845.00	\$10.98	21,597.66
	STORM SEWER, 4" SDR 26	FOOT	58	\$5.00	290.00	\$2.69	156.02
	STORM SEWER PLUG, 4" PVC	EACH	29	\$6.00	174.00	\$7.60	220.40
	CATCH BASIN, TYPE C, 2' DIA.	EACH	29	\$1,200.00	34,800.00	\$502.79	14,580.91
	TYPE 8 GRATE	EACH	29	\$120.00	3,480.00	\$229.77	6,663.33
	FLARED END SECTION, 15" HDPE	EACH	2	\$300.00	600.00	\$201.05	402.10
<b>Bidder's Proposal for making Entire Improvements</b>				<b>\$108,189.00</b>		<b>\$43,620.42</b>	
As-Read total (if different from calculated total)						<b>\$43,795.44</b>	



DuPage County  
 Finance Department  
 Procurement Division  
 421 North County Farm Road  
 Room 3-400  
 Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-05000-00-GM
COMPANY NAME:	Ferguson Enterprises LLC dba Ferguson Waterworks
CONTACT PERSON:	Samuel Dunklau
CONTACT EMAIL:	samuel.dunklau@ferguson.com

### Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

- Yes
- No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

**Section III: Violations**

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

**Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received and certifies that the information submitted on this form is true and correct.

**Signature on File**

Printed Name:                     Ryan Raupp                     Sig

Title:                     General Manager                     Date:                     6-25-2026



Transportation IGA

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

File #: DT-R-0029-26

Agenda Date: 7/7/2026

Agenda #: 9.A.

REIMBURSEMENT AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND UNION PACIFIC RAILROAD  
EAST BRANCH DUPAGE RIVER TRAIL  
SECTION 19-00002-07-BT  
(COUNTY COST \$50,000.00)

WHEREAS, the County of DuPage (hereinafter "COUNTY"), in order to improve non-motorized mobility, safety, and accessibility within the County, proposes to construct a segment of the East Branch DuPage River Trail connecting the Great Western Trail to the Illinois Prairie Path (hereinafter "PROJECT"); and

WHEREAS, the Union Pacific Railroad (hereinafter "RAILROAD") owns certain property and rights-of-way that the PROJECT will affect; and

WHEREAS, the PROJECT will necessitate the procurement of professional engineering review services by the RAILROAD; and

WHEREAS, it is the responsibility of the COUNTY to reimburse the RAILROAD for the costs of such professional engineering review services; and

WHEREAS, it is necessary and in the best interest of the COUNTY to execute the attached Reimbursement Agreement with the RAILROAD.

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

BE IT FURTHER RESOLVED that a certified and an original copy of the Resolution and Agreement be sent to the Union Pacific Railroad, by and through the DuPage County Division of Transportation.

Enacted and approved this 14th day of July, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

**REIMBURSEMENT AGREEMENT  
PRELIMINARY ENGINEERING SERVICES**

**Effective Date:**

**Estimate: \$50,000.00**

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and DUPAGE COUNTY DIVISION OF TRANSPORTATION (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track, right of way, or operations at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. After completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless of whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad. Approval of any design submittal shall not be construed as consent to the acquisition (or conveyance) of any property interest, nor shall it be interpreted as a representation that any such acquisition (or conveyance) would be compatible with or non-interfering with Union Pacific's current and future railroad operations.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**DUPAGE COUNTY DIVISION OF  
TRANSPORTATION**

**UNION PACIFIC RAILROAD COMPANY,**  
a Delaware Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Enis Wakefield  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Manager I, Industry & Public Projects  
\_\_\_\_\_  
Title

# Exhibit A

## Project Description and Location

### Project Description

Dupage County Division of Transportation is proposing bridge maintenance and addition of sidewalk to existing roadway near the location referenced below.

### Location

Geneva Subdivision

<b>DOT</b>	<b>Crossing Type</b>	<b>Milepost</b>	<b>Street Name</b>
174946K	Public	20.69	I 355

## **Exhibit B**

### **Scope of Project Services**

Scope of work may include, but is not limited to the following:

- Field diagnostic(s) and inspections
- Review of construction documents (plans, specifications, etc.)
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Grade crossing inventory updates
- Meetings and travel
- Construction observation

**Exhibit C**  
**Billing Contact Information**

<b>Name</b>	Nils Jordahl
<b>Title</b>	SR Project Engineer
<b>Address</b>	421 North County Farm Rd, Wheaton, IL 60187
<b>Work Phone</b>	(630) 407-6895
<b>Cell Phone</b>	
<b>Email</b>	nils.jordahl@dupagecounty.gov
<b>Agency Project No.</b>	