

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE, ILLINOIS**  
**AND H.W. LOCHNER, INC.**  
**PROFESSIONAL SERVICES FOR DEVELOPMENT OF A CONCEPT STUDY**  
**FOR AN ACTIVE TRANSPORTATION PLAN**  
**Section No. 24-ATPLN-00-PL**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and H.W. Lochner Inc., licensed to do business in the State of Illinois, with offices at 225 W. Washington St, Suite 1200, Chicago, Illinois 60606; (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 services to develop a concept study for an Active Transportation Plan, Section: 24-ATPLN-00-PL(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 services and is willing to perform the required services for an amount not to exceed \$147,851.66; and

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

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

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

## **1.0 INCORPORATION AND CONSTRUCTION**

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

## **2.0 SCOPE OF SERVICES**

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other 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 it be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

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

### **3.0 NOTICE TO PROCEED**

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

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

### **4.0 TECHNICAL SUBCONSULTANTS**

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

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the 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 October 31, 2026, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the 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 \$147,851.66. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier should include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(a) below.

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

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

- 7.3.a If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT:
- i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year;
  - ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change;



iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct costs 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 web site at <http://www.state.il.us/agency/idol/> or calling the Illinois Department of Labor at 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY.

The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.9 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT), final payment shall be made to the CONSULTANT, including any retainage.

## 8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in statutory amounts.
  - 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

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

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

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

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



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

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

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

## **9.0 INDEMNIFICATION**

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands,

proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

## **11.0 BREACH OF CONTRACT**

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

## **12.0 OWNERSHIP OF DOCUMENTS**

- 12.1 The CONSULTANT agrees that 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 <https://mwv.dupagecounty.gov>.**
- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

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

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

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

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or



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

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

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

## **16.0 TERMINATION**

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

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

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

## **17.0 ENTIRE AGREEMENT**

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

## **18.0 ASSIGNMENT**

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

## **19.0 SEVERABILITY**

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

## **20.0 GOVERNING LAW**

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

## 21.0 NOTICES

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

**H.W. Lochner, Inc.**

25 W. Washington Street  
12<sup>th</sup> Floor  
Chicago, IL 60606

ATTN: Paul A. Loete, P.E.  
Midwest Regional Manager

PHONE: 312.372.7346

EMAIL: [ploete@hwlochner.com](mailto:ploete@hwlochner.com)

**DuPage County Division of Transportation**

421 N. County Farm Road  
Wheaton, IL 60187

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

Phone: 630.407.6900

Email: [stephen.travia@dupagecounty.gov](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 certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

## 22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

## **23.0 FORCE MAJEURE**

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

## **24.0 ACCESS TO PROPERTY**

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

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

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

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

## 26.0 QUALIFICATIONS

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

Remainder of page left intentionally blank)  
(Signature page follows)



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

**COUNTY OF DuPAGE**

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

ATTEST BY:

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

**H.W. LOCHNER, INC.**

## Signature on file

\_\_\_\_\_  
Signature

*Lance G Peterman Jr*

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

*Vice President*

\_\_\_\_\_  
Title

ATTEST BY:

## Signature on file

\_\_\_\_\_  
Signature

*Laurie Anita Davis*

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

*Administrative Assistant*

\_\_\_\_\_  
Title

# ONGOING MANAGEMENT FOR OUR SERVICES

## TASK 1 – STAKEHOLDER ENGAGEMENT

### TASK 1.1 OUTREACH & MARKETING STRATEGY



In partnership with Metro Strategies (Metro), the Lochner Team will work with County staff to develop an Outreach and Marketing Strategy for the DuPage County Active Transportation Plan (Plan) leveraging our team’s collective local DuPage experiences to identify ideas for key stakeholders. The Plan will include elements such as engagement objectives, outreach needs, desired outcomes, key stakeholders, and target audiences. It will include a summary of proposed outreach events, surveys, and other activities in addition to the proposed timelines. The specific objectives of the Outreach and Marketing Strategy includes:

- Focusing on vulnerable roadway users and disadvantaged communities. Designing engagement strategies and identifying the most appropriate way to engage the above-mentioned populations will determine the success of the planning process.
- Communicating in a way that stakeholders and the public will understand. The Lochner team has the capabilities to conduct outreach in English and Spanish, with topics presented in a manner that is easily understood. This includes creating graphics that simplify complex technical topics, as well as avoiding acronyms and transportation jargon.
- Using a variety of engagement strategies to reach out to as many groups of the County’s population as possible. The Lochner Team will engage with DuPage stakeholders and residents virtually and in-person to capture a diverse group of participants. The Lochner and Metro team have expertise in using exciting tools to better engage those often traditionally left out of public involvement processes.

### MARKETING AND BRANDING STRATEGY

Metro will work with County staff to develop at least two (2) but no more than four (4) logo options and other appropriate branding to make the plan recognizable to the public and distinguished from other county initiatives. All content will be designed in accordance with accessibility guidelines. Consistent branding will be included on all print and online public-facing material including presentations,

flyers, press releases, and FAQ sheets. The Engagement Task Lead, Tammy Wierciak, and supporting staff, will work with the County staff to identify the list of marketing materials that will be developed throughout the Plan process. Locations where content should be made available, including the purchasing of ad space via social media will be identified.

### TASK 1.2 ONLINE PLATFORM

The Lochner Team will develop a customized project webpage using an interactive and illustrative platform such as Rise 360. A key component of the project would involve using maps to gather data and communicate information. These online engagement tools would allow for seamless integration of cartography and data collection into the project, including an online survey and interactive webmap. Lochner has recently applied such tools successfully on recent projects, as shown below.



San Bernardino ATP webpage with online mapping tool integration using ESRI StoryMaps: <https://storymaps.arcgis.com/stories/614fd894a57a402c9c823cfe946076f0>



East San Fernando Valley Light Rail webpage using Rise 360: [https://rise.articulate.com/share/S5htB4e96HcN1goGVPZaIVuKcAO\\_B3NI](https://rise.articulate.com/share/S5htB4e96HcN1goGVPZaIVuKcAO_B3NI)



Montclair ATP & SRTS webpage: [https://rise.articulate.com/share/AAT-0K0IAy7XW9FeX3IsfnNUUyH3P5KO#/#](https://rise.articulate.com/share/AAT-0K0IAy7XW9FeX3IsfnNUUyH3P5KO#/)

### TASK 1.3 DIRECT OUTREACH

In consultation with County staff, Tammy Wierciak and supporting staff will identify and coordinate participation of up to six (6) engagement opportunities (three in-person and three virtual). Locations for the events will be determined based on a demographic analysis of equity focus areas and from talking to key stakeholders/ community groups who represent disadvantaged and traditionally under-served populations. Direct outreach to encourage participation in and gather feedback about the Plan will be focused on fun activities where community members are expected to engage in interactive exercises to provide their thoughts and feedback on specific corridors, infrastructure treatments, or lack of infrastructure captured through conversation and discussion. We will gamify the activities to draw people over. One example is the Traffic Calming RC Course mat we made for kids to drive remote control vehicles on in Buena Park. We will select dates, locations, and times most convenient for the public, including weekends and after hours to maximize participation. Workshops and participation in countywide events will be promoted through a variety of communication channels. This includes the project webpage and County websites, social media, e-newsletters, press releases in local newspapers and flyers in high foot-traffic locations.



Tammy will work with County staff to identify locations that are likely to attract a diverse group of roadway users to push for further mobility equity. Virtual formats could utilize platforms such as Zoom, GoToMeeting, or Facebook Live and include interactive features such as polls, moderated real-time chats, presentations, and discussions. All content will be developed to help evaluate the needs of different roadway users and allow participants to consider how others interact with roadways, an essential piece when trying to build consensus. Large display boards with maps, graphics, renderings, and other visually appealing images will be prepared. It is anticipated that boards will be graphic heavy and word light.

### STEERING COMMITTEE MEETINGS

Lochner's Engagement Team will develop content for and facilitate up to three (3) Steering Committee meetings in this first project stage. Jacquie will work with County staff to identify representatives who should receive invitations to participate in the meetings to ensure that a diverse group of stakeholder needs are considered throughout the decision-making process.

### → TASK 1 DELIVERABLES

- Outreach and marketing strategy memorandum
- Branding and marketing collateral – including a minimum of three (3) flyers, up to four (4) project logos (horizontal/vertical and/or black/white/multicolor); two (2) information sheets; two outreach presentations; templates; press releases; and at least 10 social media posts
- Online platform/webpage
- Online and print survey
- GIS-based map survey
- 6 community events (3 in-person, 3 virtual): open houses, workshops, pop-ups and event notices, sign-in sheets
- Four (4) Steering Committee meetings and notes
- Stakeholder Engagement Report

## TASK 2 – EXISTING CONDITIONS ANALYSIS: DATA COLLECTION, MAPPING AND MODELING

### TASK 2.1 EXISTING BICYCLE AND PEDESTRIAN TRIPS

Lochner's Active Transportation Planning Lead, Frank Barrera, RSP1 and supporting staff will collaborate with the County to develop estimates on the number of existing bicycle trips and pedestrian trips to County destinations, both in absolute numbers and as a percentage of all trips. Data will be collected through US Census data from the American Community Survey, as well as information gathered from stakeholder discussions and online surveys

on the frequency and comfort of walking and biking. Estimated trips will be based on this data, available count data, and an analysis of surrounding activity centers.

### TASK 2.2 CRASH DATA

Lochner has extensive experience working with bicycle- and pedestrian-involved collision data both in Illinois and other states through our experience in developing over 35 Systemic Safety Analysis Reports (SSAR) and Local Roadway Safety Plans (LRSP) over the past five years. We understand that DuPage is currently underway on a SS4A Safety Action Plan (Lochner is leading the Kane County Safety Action Plan). We will coordinate with this team and incorporate the descriptive statistics and High Injury Network findings into the DuPage Active Transportation Plan.

### TASK 2.3 LAND USE AND DEMOGRAPHIC EQUITY

Understanding existing land uses and demographics is critical to identify, design, and implement the appropriate improvements to support an active transportation network. Our National Transit Planning Lead Taiwo Jaiyeoba and GIS specialist Tom Chalmers will utilize available data to develop a series of GIS maps summarizing the land use and disadvantaged communities throughout the County. The maps will include locations of residential neighborhoods, schools, shopping centers, public buildings, major employment centers, projected residential development, Census data and USDOT Equitable Transportation Community Explorer data. In addition, community destinations of high importance that are identified through outreach activities will be mapped to assist in the future prioritization of projects. These maps will help set the framework for identification of infrastructure and program improvements, as well as funding opportunities for these improvements. Taiwo brings fresh ideas as a national thought leader who understands the intrinsic link between land use and transportation. In his public sector experience he led the implementation of numerous catalytic active transportation projects through this lens.



### TASK 2.4 EXISTING BICYCLE NETWORK, BICYCLE PARKING, PEDESTRIAN NETWORK & ADA ACCOMMODATIONS


This will include a map of existing County bikeway facilities, bikeway facilities in neighboring jurisdictions, major transit and bus routes, key destinations attracting bicyclists (including but not limited to schools, parks, shopping centers, etc.), business districts, multi-use trails, and other bicycle trip destinations. The team will leverage their deep familiarity with the county from working on numerous active transportation plans in DuPage



municipalities and collect and map relevant DuPage, State and municipal capital program projects. The inventory will capture existing infrastructure conditions, elements under construction or recommended through other planning efforts, and physical gaps in the network and bicycle facilities within the bikeshed of transit stops in DuPage.

We will prepare maps and descriptions of existing pedestrian facilities with a focus on identifying gaps in the current network around priority destinations using CMAP's Sidewalk Inventory data. Focus areas will be analyzed using high-resolution imagery, such as from Nearmap. Site visits will also be conducted at key locations of note, such as activity generators, high-crash areas, or other locations noted as in need of improvements during the community engagement process. Areas will be noted that are in need of ADA improvements such as non-compliant or missing ramps, broken or missing sidewalks, inadequate sidewalk widths, etc., focusing on areas with higher percentages of people with disabilities.



### TASK 2.5 EXISTING TRANSIT INTEGRATION, FIRST/LAST MILE FACILITIES, AND BICYCLE PARKING

 Rather than just being an inventory of existing datasets, we will approach the existing conditions report as a way to highlight opportunities for the future strategies stage of the plan. A key factor for the Plan in the next stage will be the development of a transit implementation framework for first mile/last mile facilities and bicycle parking that will outline various implementation strategies, including communication strategies between County departments and partner agencies. The National Transit Planning Lead Taiwo Jaiyeoba and support staff will develop a map and description of existing non-motorized connections to transit, including Pace bus stops and Metra stations. Areas shall include first/last mile connections and amenities such as bicycle parking facilities at transit stops, rail and transit terminals, park and ride lots, and bike racks and other amenities for transporting bicyclists and bicycles on transit and rail vehicles.

### TASK 2.6 PLANNING AND POLICY DOCUMENTS REVIEW

The Active Transportation Design and Planning Team will assemble, review, and analyze relevant existing transportation plans, policies and area plans relevant to inform the Active Transportation Plan to provide a solid goal, policy, and project framework on which to develop the Plan Update. The team will also conduct a literature review of best practices for mitigating mobility obstacles as implemented by other agencies and peer counties. The team will facilitate departmental interviews to understand and document the project delivery process for complete

streets and active transportation projects in the County.

 Our National Funding Lead Mike Nilsson, AICP, CTP will also consider how the County is currently leveraging various funding sources. The team will also identify and briefly describe the applicable bicycle and pedestrian plans of adjacent jurisdictions. By engaging our national policy and funding leads in this stage of the process, we will provide an understanding of not only what policies and programs show on paper (e.g. a traditional literature review), but also how they actually work in action, highlighting opportunities for improvements. 

## → TASK 2 DELIVERABLES

- Tables of Data (to include .xlsx format) on trip generation to be included in Final Plan
- GIS layers and maps of collision data, tables of collision data (to include .xlsx formats) for Final Plan, hot spot with collision factors
- GIS land use layer and maps
- GIS layers and maps of existing bicycle facilities and bicycle parking
- GIS layers and maps of existing pedestrian facilities indicating sidewalk conditions
- GIS transit integration layers and maps
- Summary of the applicable existing regional, countywide and adjacent local bicycle and pedestrian plans and policies and a description of opportunities for the Countywide ATP Existing Conditions Report, at least eight (8) fact sheets

## TASK 3 – PROJECT MANAGEMENT

### TASK 3.1 PROJECT KICK-OFF MEETING

The Lochner Project Manager, Jacque Henrikson, will organize and lead a kick-off meeting with DuPage County. Through the discussion of project goals, objectives, schedule, and responsibilities, the kick-off meeting will establish an understanding of expectations and a path towards successful project execution. In advance of the kick-off meeting, the Lochner Team will prepare and circulate a draft agenda and incorporate any feedback/comments. The Lochner Team will also prepare a Data Needs Request Memorandum that lists major items needed to advance the Active Transportation Plan.

### TASK 3.2 REGULAR PROJECT MANAGEMENT MEETINGS

Jacque and supporting management staff, will discuss progress of the Active Transportation Plan with County Staff and other members of the project team through biweekly progress meetings scheduled via teleconference (Microsoft Teams, Google Meet, Zoom) through the duration of the project. During the progress meetings, the Lochner Team will discuss project activities, coordinate project deliverables, and review the project budget and

schedule. Any potential risks and challenges will also be identified during the progress meetings with solutions discussed to deliver project success. The Lochner Team will lead the development of all agendas and meeting minutes for the progress meetings. In-person meetings may be held in-lieu of teleconferences as determined upon mutual agreement between the County and the Lochner Team for key milestone meetings, such as at project kick-off. Two rounds of meetings will also be scheduled with neighboring communities to make sure that DuPage County Active Transportation Plan recommendations are coordinated with surrounding jurisdictions.

## → TASK 3 DELIVERABLES

- Kick-off meeting agenda, meeting notes, project management plan, schedule, data request list
- Monthly status reports, invoices

## PROJECT SCHEDULE

### DUPAGE COUNTY ACTIVE TRANSPORTATION PLAN

PROJECT SCHEDULE	Months							
	1	2	3	4	5	6	7	8
<b>1 STAKEHOLDER ENGAGEMENT</b>								
1.1 Outreach & Marketing Strategy								
1.2 Online Platform								
1.3 Direct Outreach								
1.4 Stakeholder Engagement Report (Draft and Final)								
<b>2 DATA COLLECTION, MAPPING AND MODELING</b>								
2.1 Existing Bicycle and Pedestrian Trips								
2.2 Crash Data								
2.3 Land Use								
2.4 Existing Bicycle Network and Bicycle Parking								
2.5 Existing Pedestrian Network								
2.6 Existing Transit Integration, First Last Mile Facilities and Bicycle Parking								
2.7 Planning and Policy Documents Review								
2.8 Existing Conditions Report (Draft and Final)								
<b>3 PROJECT MANAGEMENT</b>								
3.1 Project Kick-off Meeting								
3.2 Monthly Reporting/Invoicing								
3.3 Technical Assistance and Presentations								
3.4 Regular Project Management Meetings								

Lochner Team Task / Progress

Client Review

## LIST OF PERFORMANCE METRIC GUARANTEES

Lochner strives to provide the highest quality and most responsive consulting services to our clients. Our success and growth over our 80-year history is attributed to our relentless desire to provide best in class service to our clients. For the DuPage ATP project, Lochner commits to the following:

- Quality – Lochner will provide high quality deliverables aligned with our scope of services that accomplish the stated goals of the County.
- Budget – We commit to not exceeding the project budget for the scope of work negotiated with the County.
- Schedule – we commit to meeting the mutually agreed upon project schedule.
- Staffing – We commit that the staff contained in this statement of qualifications will be available and assigned to the project.

## INTERNAL PROBLEM ESCALATION PROCESS

In the event of an issue, our Project Manager Jacquie Henrikson AICP will consult with the Principal-in-Charge Jason Moller, PE to identify a path forward, and stay in close communication with the County by phone and email, with the issue, solution and targeted date for resolution. The team leads can be reached by phone or email and will provide a reply to the County within 24 hours of contact.



EXHIBIT A  
Page 5 of 12



Payroll Escalation Table  
Fixed Raises  
DLM 2.80

FIRM NAME LOCHNER  
PRIME/SUPPLEMENT PRIME

DATE 10/25/24  
PTB NO. \_\_\_\_\_

CONTRACT TERM 8 MONTHS  
START DATE 12/10/2024  
RAISE DATE 4/13/2025

OVERHEAD RATE 168.27%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

ESCALATION PER YEAR

12/10/2024 - 4/13/2025

4/14/2025 - 8/13/2025

4  
8

4  
8

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 50.00%  
= 1.0150

51.50%

1.50%

The total escalation for this project would be:









Payroll Escalation Table  
Fixed Raises  
DLM 2.80

FIRM NAME Metro Strategies Group, LLC  
PRIME/SUPPLEMENT \_\_\_\_\_

DATE 10/28/24  
PTB NO. \_\_\_\_\_

CONTRACT TERM 8 MONTHS  
START DATE 12/10/2024  
RAISE DATE 1/1/2025

OVERHEAD RATE \_\_\_\_\_  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

ESCALATION PER YEAR

12/10/2024 - 1/1/2025

1/2/2025 - 8/1/2025

$\frac{1}{8}$

$\frac{7}{8}$

= 12.50%  
= 1.0263

90.13%

2.63%

**The total escalation for this project would be:**





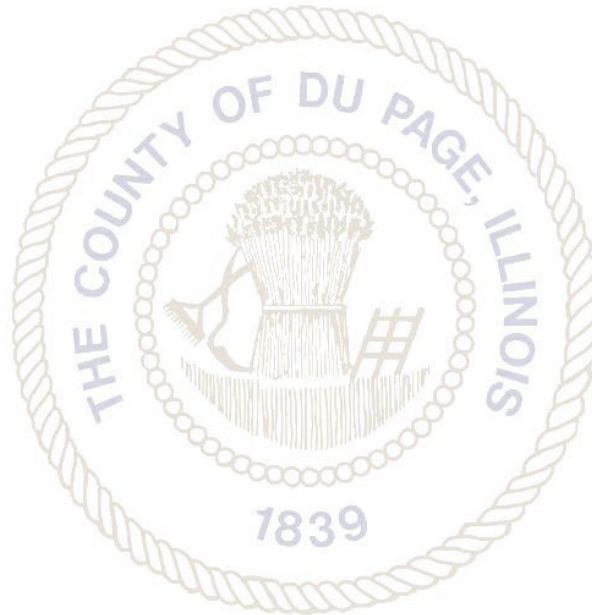




**EXHIBIT B**

**DELIVERABLES**

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**EXHIBIT C**

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

**CONSULTANT:** Lochner

**PROJECT:** DuPage County Active Transportation Plan

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Office Manager I	\$86.00	\$86.00	
Principal	\$86.00	\$86.00	
Project Manager III	\$86.00	\$86.00	
Project Manager II	\$71.00	\$86.00	
Project Manager I	\$53.00	\$86.00	
Structural Engineer IV	\$86.00	\$86.00	
Structural Engineer III	\$68.00	\$86.00	
Structural Engineer II	\$45.00	\$54.00	
Structural Engineer I	\$42.00	\$54.00	
Engineer Associate I	\$33.00	\$45.00	
Engineer Associate II	\$39.00	\$53.00	
Engineer IV	\$78.00	\$86.00	
Engineer II	\$47.00	\$81.00	
Engineer I	\$42.00	\$49.00	
Project Account Specialist	\$34.00	\$54.00	
Construction Engineer II	\$63.00	\$78.00	
CADD manager	\$70.00	\$82.00	
Planning Manager	\$55.00	\$64.00	
Planner III	\$47.00	\$67.00	
Planner II	\$40.00	\$47.00	
Planner I	\$33.00	\$44.00	
Intern	\$23.00	\$28.00	
Policy Advisor	\$86.00	\$86.00	
Funding Advisor	\$86.00	\$86.00	

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

Signature of Authorized Agent  
for CONSULTANT:

\_\_\_\_\_

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

Signature

\_\_\_\_\_

Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

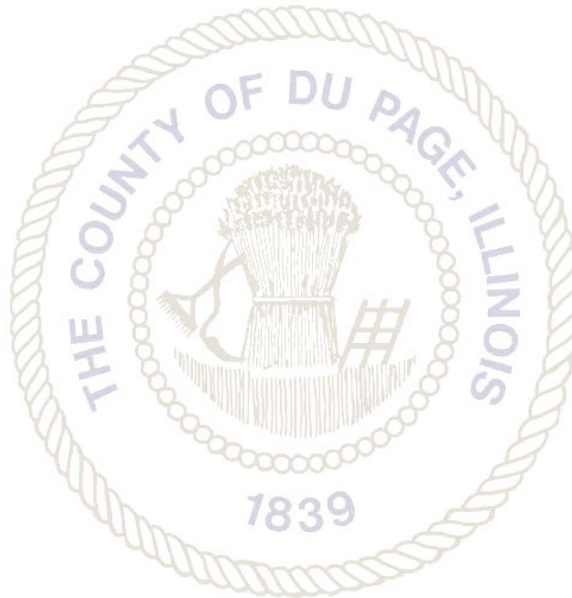
Date: \_\_\_\_\_





### 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 (minimum rate + 15% usually works, rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.



**EXHIBIT D**

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

The Consulting Firm of \_\_\_\_\_

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

\_\_\_\_\_ project,

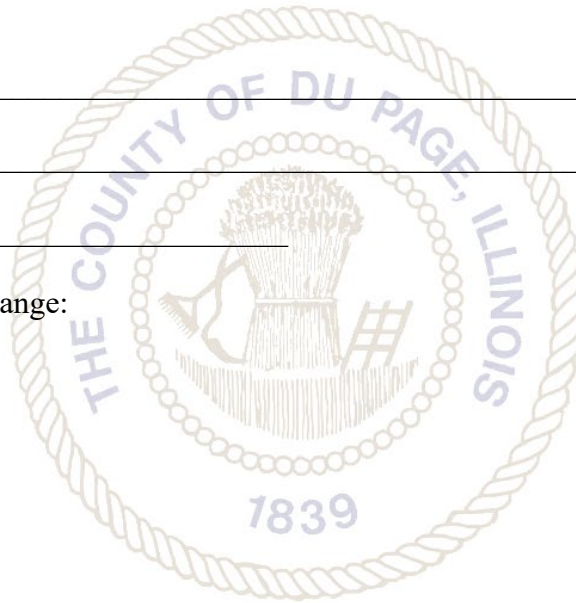
Section No. \_\_\_\_\_.

Position to be changed: \_\_\_\_\_

Person to be replaced: \_\_\_\_\_

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

Reason for requesting change:



Proposed Replacement (Name and Title): \_\_\_\_\_

(attach resume)

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



**Direct Costs Check Sheet**

Prime Consultant Name	PTB Number	State Job Number(s)
Lochner		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date _____

Consultant

Item	Allowable	Utilize <small>W.O. Only</small>	Quantity <small>J.S. Only</small>	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>	458	\$0.66	\$299.99
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			







**Direct Costs Check Sheet**

Prime Consultant Name	PTB Number	State Job Number(s)
Lochner		
<input type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>10/18/24</u>

Consultant  
 Metro Strategies Group, LLC

Item	Allowable	Utilize <small>W.O. Only</small>	Quantity <small>J.S. Only</small>	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	1	\$1,300.00	\$1,300.00
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Facility fees for pop-ups		<input type="checkbox"/>	1	\$750.00	\$750.00
Translation		<input type="checkbox"/>	1	\$4,000.00	\$4,000.00
Website and Online Map Fees		<input type="checkbox"/>	1	\$1,000.00	\$1,000.00
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
				Total Direct Cost	\$7,050.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific

## DuPage County Active Transportation Plan - BDE 436 Direct Expenses Justification

### Printing

The printing estimate of \$1,300 is based on the following assumptions:

- 3 exhibit boards for 3 events at \$55 each = \$495
- 300 double-sided full color flyers (100 per event) at \$1.22 per page = \$366
- 150 Spanish version of flyer (50 each event) at \$1.38 per page = \$207
- 150 Polish or alternate language version of flyer (50 each event) at \$1.38 = \$207
- 150 comment forms at \$0.60 per page = \$90

The estimate is rounded down to \$1,300 and actual costs may vary based on actual numbers and pricing at time of printing.

### Pop Up Meeting Facility Fees

There may be facility-related cost for pop-up events. An average budget of \$250 per event is recommended for a total of \$750 for three events, and this cost will only be incurred if required. The actual cost of facility fees will depend on location and specific events. Facility fees may include registration fees to participate in a festival or venue fees and may range from \$75 to \$500.

### Translation

Translation costs include translation of print materials and real-time interpretation at live events.

- The average cost of interpretation services ranges from \$500 to \$700 per event. Assuming the need for Spanish interpretation at all three pop-ups plus one additional language for at least two pop-up events, interpretation costs are budgeted at \$3,500.
- An additional \$500 is budgeted for translation of flyers into three languages (about \$167 per translation).

### Website/Online Map

- Website Plan Related Fees - \$200 per year (website professional plan and domain privacy)
- Website Translation Feature - \$300 per year (e.g. *Convey This* add on is about \$290/year)
- Website Online Map Add on - \$500 per year (e.g. Map Geo – \$480 annually and Map Box - \$600 annually)

The total recommended budget amount is \$1000, the actual cost may be lower.